

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

BOARD OF TRUSTEES  
Regular Meeting

May 24, 2017

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

**AGENDA**

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

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

**A. STUDENT EXPULSIONS**

Mike Beekman  
Seven Cases  
Case Number 2017-042  
Case Number 2017-043  
Case Number 2017-044  
Case Number 2017-048  
Case Number 2017-050  
Case Number 2017-051  
Case Number 2017-052

**EXHIBIT A-1**  
**EXHIBIT A-2**  
**EXHIBIT A-3**  
**EXHIBIT A-4**  
**EXHIBIT A-5**  
**EXHIBIT A-6**  
**EXHIBIT A-7**

**B. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT**

Gordon Amerson  
Associate Superintendent, Student Support Services  
(Pursuant to Government Code § 54957)

**EXHIBIT B-1**

**C. 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)

**D. 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.**

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

### **CALL TO ORDER – ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **ADOPTION OF THE AGENDA**

### **REPORT ON CLOSED SESSION ACTION**

### **SPECIAL RECOGNITIONS**

#### **Learning in Capo Spotlight**

High School Guidance/Counseling Support Presentation  
Quinn Darling, *Student Advisor*

#### **Perfect Attendance**

*Perfect Attendance Kindergarten through 12th Grade*

### **TRUSTEE RECOGNITION**

### **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: REQUEST TO WAIVE PENALTY FOR CLASS SIZE INCREASES IN FIRST THROUGH THIRD GRADES:**

Page 1  
**EXHIBIT 1**

The Board will conduct a public hearing on approving the request to waive the penalty for class size increases in first through third grades. The application submission to the California Department of Education requests waiving the class size penalties. A waiver is being requested for fiscal year 2016-2017 with a new individual class size maximum of 33 while still maintaining the statutory Districtwide average of 30 students for grades one through three. Without this waiver, the District would incur a penalty of \$1,100,000 for inadvertently having one extra student in a class. Supporting information is located in Exhibit 23.

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

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

#### **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**

- 2. DONATION OF FUNDS AND EQUIPMENT:**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$297,345.62 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*

Page 3  
**EXHIBIT 2**
- 3. 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 \$6,844,462.21 and the commercial warrants total \$10,607,346.70. 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*

Page 5  
**EXHIBIT 3**
- 4. 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 six new agreements totaling \$2,016,933.88 and three amendments to existing agreements totaling \$334,677. 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*

Page 45  
**EXHIBIT 4**
- 5. EXTENSION NO. 2 OF BID NO. 1516-05, FENCE REPAIRS AND MAINTENANCE - Q FENCE AND FABRICATION, INC.:**

Approval of Extension No. 2 of Bid. No. 1516-05, Fence Repairs and Maintenance with Q Fence and Fabrication, Inc. to provide fence repairs and maintenance for all sites within the District. The vendor agrees to maintain their current pricing for the renewal period of July 1, 2017 through June 30, 2018. Annual expenditures under this contract are estimated to be \$200,000 funded by deferred maintenance and the general fund. Actual expenditures will be dependent on the availability of funds and the amount may be more or less than what is currently estimated.

*Contact: Clark Hampton, Deputy Superintendent, Business And Support Services*

Page 106  
**EXHIBIT 5**
- 6. EXTENSION NO. 1 OF BID NO. 1516-24, SERVICE TO COLLECT, RECYCLE AND DISPOSE OF SOLID WASTE - CR&R INCORPORATED:**

Approval of Extension No. 1 of Bid No. 1516-24, Service to Collect, Recycle and Dispose of Solid Waste Districtwide to CR&R Incorporated, furnishing all labor, materials and equipment, including trash and recycling bins, required for providing service to collect, recycle and dispose of solid waste. The vendor agrees to maintain their current pricing for the renewal period of July 1, 2017 through June 30, 2018 and may be extended by mutual agreement with Board approval for an additional three years. Expenditures under this contract are estimated to be \$286,000 funded by the general fund. Actual expenditures will be dependent on the availability of funds and the amount may be more or less than what is currently estimated.

Page 111  
**EXHIBIT 6**

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

7. **SERVER LEASE AGREEMENT – IDEAL COMPUTER SERVICES, INC.:** Page 115  
Approval of the Server Lease Agreement with IDEAL Computer Services, Inc. for the purpose of maintaining an existing HP3000 server. This server houses our QSS data including Business Services and Human Resource Services programs and data. The contract term is June 1, 2017 through May 31, 2018. Expenditures under this contract are estimated to be \$8,868 funded by the general fund.  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*  
**EXHIBIT 7**
8. **SUPPORT AGREEMENT - IDEAL COMPUTER SOUTH, INC.:** Page 122  
Approval of the Support Agreement with IDEAL Computer South, Inc. for the purpose of maintaining an existing HP3000 server. The current server houses our QSS data including Business Services and Human Resource Services programs and data. The original server started experiencing failures that caused immediate concern; therefore, a new server was added to the existing server and maintenance contract for backup and data security. The contract term is from July 1, 2017 through June 30, 2018. Expenditures under this contract are estimated to be \$6,870 funded by the general fund.  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*  
**EXHIBIT 8**
9. **JOINT POWERS AGREEMENT WITH COUNTY OF ORANGE FOR LAW ENFORCEMENT SERVICES:** Page 127  
Approval of the Joint Powers Agreement with the County of Orange, specifically the Sheriff-Coroner Department to provide supplemental law enforcement services, as needed by the District. This agreement covers services for the period of July 1, 2017 through June 30, 2018. The Sheriff's Department will provide services at the rates indicated in the agreement, paid by various site funds and the general fund depending on the services requested. Expenditures are anticipated to be approximately \$20,000.  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*  
**EXHIBIT 9**

## **CURRICULUM AND INSTRUCTION**

10. **RESOLUTION NO. 1617-84 FOR ACCEPTANCE OF AGREEMENT NO. FCI-SD3-04 WITH CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY:** Page 138  
Approval of Resolution No. 1617-84 for Acceptance of Agreement No. FCI-SD3-04 with Children and Families Commission of Orange County. The agreement awards a total of \$1,166,800 over 3 years including Early Learning Specialist Services, School Readiness Nurse Services, and Early Development Index project implementation for the period of July 1, 2017 to June 30, 2020 pursuant to the terms and conditions of the agreement. This facilitates the implementation of an integrated, comprehensive and collaborative system of information by providing early learning services to enhance school readiness initiatives and optimal early childhood development as set forth in the California Children and Families Act of 1998.  
*Contact: Susan Holliday, Associate Superintendent, Education Services*  
**EXHIBIT 10**

## **HUMAN RESOURCE SERVICES**

11. **QUARTERLY REPORT – WILLIAMS SETTLEMENT LEGISLATION UNIFORM COMPLAINT:** Page 202  
Acceptance of Williams Settlement Legislation Uniform Complaint Third Quarter Report. Board Policy 1312.4 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit  
**EXHIBIT 11**

Examination. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. During the third quarter, the District received zero complaints.

*Contact: Gordon Amerson, Associate Superintendent, Human Resource Services*

12. **ORANGE COUNTY DEPARTMENT OF EDUCATION THIRD QUARTER REPORT – WILLIAMS SETTLEMENT LEGISLATION:** Page 203  
**EXHIBIT 12**  
Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) Third Quarter Report. Education Code § 1240 requires OCDE to report visits and reviews of District schools conducted by OCDE, if any. Furthermore, the law requires the report be provided to the Board of Trustees at a regularly scheduled public meeting each quarter.  
*Contact: Gordon Amerson, Associate Superintendent, Human Resource Services*
13. **INTERNSHIP CONTRACT AGREEMENT WITH CHAPMAN UNIVERSITY:** Page 205  
**EXHIBIT 13**  
Approval of the Education Specialist Internship Contract Agreement with Chapman University effective August 1, 2017 until September 1, 2022. Human Resource Services has partnered with Chapman University in order to meet the growing demand of employing qualified teachers in hard-to-fill areas such as Special Education.  
*Contact: Gordon Amerson, Associate Superintendent, Human Resource Services*
14. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 212  
**EXHIBIT 14**  
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*
15. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 223  
**EXHIBIT 15**  
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*

#### **DISCUSSION/ACTION ITEMS**

16. **SELECTION OF APPOINTEE FOR TRUSTEE AREA 7:** DISCUSSION/  
ACTION  
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. Pursuant to Education Code § 5090-5095, the resignation necessitates action be taken by the Board of Trustees within 60 days of the vacancy to make a provisional appointment or call for a special election. During the May 10, 2017 Board meeting, Trustees voted to make a provisional appointment. The District notified the public and made an application available to individuals interested in filling the vacancy. The Board has interviewed the potential candidates and will take action to appoint a Board member for Trustee Area 7. Page 231  
**EXHIBIT 16**  
*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*

#### **Staff Recommendation**

It is recommended the Board President recognize Kirsten M. Vital, Superintendent to

present this item.

Following discussion, it is recommended the Board of Trustees take action to nominate and appoint a provisional Board member for Trustee Area 7.

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

17. **RESOLUTION NO. 1617-82, TO CALL FOR A SPECIAL ELECTION TO FILL VACANCY OF TRUSTEE AREA 7:** DISCUSSION/  
ACTION  
Page 232  
**EXHIBIT 17**

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. Pursuant to Education Code § 5090-5095, the resignation necessitates action be taken by the Board of Trustees within 60 days of the vacancy to make a provisional appointment or call for a special election.

***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***

Staff Recommendation

It is recommended the Board President recognize Kirsten M. Vital, Superintendent, to present information on this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-82, To Call for a Special Election to Fill Vacancy of Trustee Area 7.

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

18. **STATE ACCOUNTABILITY LOCAL INDICATORS AND LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE:** DISCUSSION/  
ACTION  
Page 234  
**EXHIBIT 18**

The State Accountability System has several Local Control Funding Formula priority areas that do not meet the criteria established for state indicators. These remaining priority areas are considered local indicators and require districts to determine whether they have Met or Not Met each applicable local indicator. The local indicators only apply at the district level, not the school level. Districts will use the local indicators to evaluate and report their progress on priority areas. This item will outline proposals for how each of the local indicators will be measured and will also provide an update on the Local Control Accountability Plan.

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

***Contact: Susan Holliday, Associate Superintendent, Education Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Local Indicator proposals.

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

19. **SECOND READING - BOARD POLICY 6146.1, HIGH SCHOOL GRADUATION REQUIREMENTS:** DISCUSSION/  
ACTION  
Page 315

The Board of Trustees participated in five Board Study Sessions on the topic of High School Graduation Requirements. These study sessions took place on March 25, 2015, July 15, 2015, January 20, 2016, March 16, 2016 and April 12, 2017. Staff is recommending revisions to Board Policy 6146.1, *High School Graduation Requirements*, as a result of Trustee feedback during these sessions. In order to continue the focus on maximum flexibility for student schedules, additional changes from the first reading of the policy at the May 10, 2017 regular Board meeting have been made. Changes are underlined; deletions are struck through.

**EXHIBIT 19**

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

***Contact: Susan Holliday, Associate Superintendent, Education Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 6146.1, *High School Graduation Requirements*.

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

- 20. BROADENING THE COURSE OF STUDY – NEW SECONDARY COURSE:**  
Approval of Broadening the Course of Study: New Secondary Course. Advanced Placement (AP) Human Geography is proposed for the 2017-2018 course catalog in accordance with Board Policy 6143, *Course of Study*. The course will target grade 9 students who are interested in an AP course. The course is traditionally viewed, by schools and College Board, as an entry level AP course and does not require a prerequisite. Upon approval, the course will be offered in the 2017-2018 school year.  
***Contact: Susan Holliday, Associate Superintendent, Education Services***

DISCUSSION/  
ACTION  
Page 323  
**EXHIBIT 20**

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

- 21. BROADENING THE COURSE OF STUDY – NEW SECONDARY COURSE:**  
Approval of Broadening the Course of Study: New Secondary Course. College Application Essay Essentials is proposed for the 2017-2018 course catalog in accordance with Board Policy 6143, *Course of Study*. The course is an online semester class, taken as a seventh period class first semester of senior year. The site will offer one section in the Fall 2017. The proposed course was developed based on student requests and feedback.  
***Contact: Susan Holliday, Associate Superintendent, Education Services***

DISCUSSION/  
ACTION  
Page 337  
**EXHIBIT 21**

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

- 22. RESOLUTION NO. 1617-83, AUTHORIZATION OF AERIES SOFTWARE, INC. (DBA EAGLE SOFTWARE) AS A SOLE SOURCE FOR SYSTEM MAINTENANCE AND SUPPORT SERVICES FOR THE AERIES STUDENT INFORMATION SYSTEM:**  
Aeries Software, Inc. (DBA Eagle Software) is the only company who can upgrade, update and maintain the AERIES Student Information System owned by the District. The District determined our own programmers would not be able to update and upgrade the source code for the product without causing system disruptions when Aeries Software, Inc. updated program functionality. The District determined no third-party solutions provider would be able to update or upgrade the AERIES Student Information

DISCUSSION/  
ACTION  
Page 341  
**EXHIBIT 22**

System for the same reasons and because Aeries Software, Inc. does not allow outside companies to have access to the source code.

Adoption of this Resolution will allow the District to purchase system maintenance and support products from Aeries Software, Inc. (DBA Eagle Software) without a competitive bidding process as this process would yield no financial advantage to the District.

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

***Contact: 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. 1617-83, Authorization of Aeries Software, Inc. (DBA Eagle Software) as a Sole Source for System Maintenance and Support Services for the Aeries Student Information System.

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

**23. REQUEST TO WAIVE THE PENALTY FOR CLASS SIZE INCREASES IN FIRST THROUGH THIRD GRADES:**

Education Code § 41376 requires school districts maintain in first through third grades an average class size of 30 or less and no single class with an enrollment in excess of 32 students. The District closely monitors class sizes to maintain classes within the limits prescribed by Education Code.

As of the Second Principal Apportionment, the Districtwide enrollment average for grades one through three is 29.4, which is below the state required average of 30 students. However, one combination class containing third and fourth grade students at Del Obispo Elementary School had an average enrollment of 33 students, which is one student over the individual class maximum. This has been determined to be correctable under the waiver process of the state according to the provisions of Education Code § 41382. A waiver is being requested for fiscal year 2016-2017 with a new individual class size maximum of 33 while still maintaining the statutory Districtwide average of 30 students for grades one through three. Without this waiver the District would incur a penalty of \$1,100,000 for having one extra student in a class:

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Request to Waive the Penalty for Class Size Increases in First through Third Grades.

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

DISCUSSION/  
ACTION

Page 343

**EXHIBIT 23**

**24. DISTRICTWIDE FACILITIES CONDITION ASSESSMENT SERVICES PROPOSAL:**

Kitchell completed a site facilities condition assessment of Ambuehl Elementary School. Staff is working with school stakeholders to evaluate project priorities within existing funding available for the school. Staff will share with Trustees the Ambuehl Elementary School assessment and the process for stakeholder engagement and input. Staff will present a Power Point presentation and a Districtwide Facilities Condition Assessment proposal from Kitchell for Board consideration to provide Professional Services to assess Districtwide facilities conditions and report findings for facilities improvement. Assessment services are estimated to be \$599,775 funded by deferred maintenance.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Districtwide Facilities Condition Assessment Services Proposal.

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

**ADJOURNMENT**

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

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS  
WEDNESDAY, JUNE 7, 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](http://www.capousd.org)

DISCUSSION/  
ACTION

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**EXHIBIT 24**

## **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: REQUEST TO WAIVE PENALTY FOR CLASS SIZE INCREASES IN FIRST THROUGH THIRD GRADES:**

The Board will conduct a public hearing on approving the request to waive the penalty for class size increases in first through third grades. The application submission to the California Department of Education requests waiving the class size penalties. A waiver is being requested for fiscal year 2016-2017 with a new individual class size maximum of 33 while still maintaining the statutory Districtwide average of 30 students for grades one through three. Without this waiver, the District would incur a penalty of \$1,100,000 for inadvertently having one extra student in a class. Supporting information is located in Exhibit 23.

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

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

**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 May 24, 2017, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public.

### TOPIC OF HEARING

Approval of the **Request to Waive the Penalty for Class Size Increases in First through Third Grades.**

After the Public Hearing, the Capistrano Unified School District Board of Trustees will consider the **Request to Waive the Penalty for Class Size Increases in First through Third Grades.**

**DATE:** May 24, 2017

**TIME:** 7:00 p.m.

**LOCATION:** CUSD Education Center  
33122 Valle Road  
San Juan Capistrano, CA  
949-234-9200

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 10, 2017

**PUBLIC HEARING: REQUEST TO WAIVE PENALTY FOR CLASS SIZE INCREASES IN  
FIRST THROUGH THIRD GRADE**

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Supporting documentation for this item is located in Exhibit 23.

**2. DONATION OF FUNDS AND EQUIPMENT:**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$297,345.62 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  
May 24, 2017

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Viejo Middle School PTSA	\$2,000.00	Technology Items	Aliso Viejo Middle School
Bathgate Elementary School PTA	\$18,410.00	Use in Library	Bathgate Elementary School
Bergeson Foundation	\$1,099.50	1st Grade Field Trip	Bergeson Elementary School
Bergeson Foundation	\$1,272.00	5th Grade Walk through Revolution Presentation	Bergeson Elementary School
Bergeson Foundation	\$1,871.00	2nd Grade Field Trip	Bergeson Elementary School
Bernice Ayer Middle School PTSA	\$4,850.00	Surveillance Equipment	Bernice Ayer Middle School
Pacific Life Foundation	\$3,000.00	Technology	Bernice Ayer Middle School
NextEd	\$4,700.00	Project Lead the Way Program	Capistrano Valley High School
Tacos and Company	\$224.64	Classroom Materials and Supplies	Capistrano Valley High School
Pacific Life Foundation	\$6,500.00	Classroom Materials and Supplies	Capistrano Valley High School
YourCause, LLC Trustee for NY Life	\$50.00	School Use as Needed	Castille Elementary School
Chaparral Elementary School PTA	\$48,275.53	Technology Items	Chaparral Elementary School
Vending Plus, Inc.	\$9.71	Classroom Materials and Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$27,482.00	Science Camp	Concordia Elementary School
George White Elementary School Booster Club	\$525.00	Pixie Software License	George White Elementary School
George White Elementary School PTA	\$950.00	2nd Grade Field Trip	George White Elementary School
George White Elementary School PTA	\$460.00	5th Grade Field Trip	George White Elementary School
Hidden Hills Elementary School PTA	\$660.00	Field Trip Transportation	Hidden Hills Elementary School
Vending Plus Inc.	\$17.00	School Use as Needed	John S. Malcolm Elementary School
The OC Marathon Foundation	\$190.00	Classroom Materials and Supplies	John S. Malcolm Elementary School
Cisco Matching Gifts	\$2,163.00	Use in Classroom	John S. Malcolm Elementary School
Brinker International	\$160.00	School Use as Needed	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$6,338.25	Science Camp	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,114.00	Field Trip and Transportation	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,380.00	4th Grade Walk Through California Presentation	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,750.00	5th Grade Walk Through California Presentation	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,610.00	Field Trip Transportation	Ladera Ranch Elementary School
CR&R Inc.	\$649.83	School Use as Needed	Ladera Ranch Middle School
Vending Plus, Inc.	\$167.09	School Use as Needed	Ladera Ranch Middle School
Travelers- CyberGrants, LLC	\$25.00	School Use as Needed	Ladera Ranch Middle School
Vending Plus, Inc.	\$10.06	Classroom Materials and Supplies	Laguna Niguel Elementary School
Mr. & Mrs. Saldanha	\$30.00	School Use as Needed	Las Flores Elementary School
Vending Plus, Inc.	\$177.96	School Use as Needed	Las Flores Middle School
Applied Medical	\$2,500.00	School Use as Needed	Las Flores Middle School

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Wells Fargo	\$600.00	Classroom Materials and Supplies	Las Palmas Elementary School
Vending Plus, Inc.	\$7.23	Classroom Materials and Supplies	Las Palmas Elementary School
Bergeson Elementary School PTA	\$2,157.00	Meet the Master's Program	Marian Bergeson Elementary School
Moulton Elementary School PTA	\$7,500.00	Use in Classroom	Moulton Elementary School
Ladera Ranch Education Foundation	\$64,437.00	Science Camp	Oso Grande Elementary School
The Benevity Community Impact Fund	\$75.00	School Use as Needed	Oso Grande Elementary School
Philip J. Reilly Elementary School PTA	\$3,600.00	Science Camp	Philip J. Reilly Elementary School
Philip J. Reilly Elementary School PTA	\$420.00	Science Camp	Philip J. Reilly Elementary School
Philip J. Reilly Elementary School PTA	\$26,026.20	Science Camp	Philip J. Reilly Elementary School
Philip J. Reilly Elementary School PTA	\$1,053.00	Science Camp Expenses	Philip J. Reilly Elementary School
Vending Plus, Inc.	\$89.86	School Use as Needed	R.H. Dana ENF Elementary School
RH Dana Elementary School PTA	\$1,000.00	Field Trip	RH Dana Elementary School
The Benevity Community Impact Fund	\$75.00	Classroom Materials and Supplies	San Clemente High School
Vending Plus, Inc.	\$457.47	School Use as Needed	San Clemente High School
Vending Plus, Inc.	\$86.56	School Use as Needed	San Clemente High School
SMS Educational Foundation	\$900.15	Art Class Supplies	Shorecliffs Middle School
Truist	\$99.66	School Use as Needed	Tijeras Creek Elementary School
Vending Plus, Inc.	\$12.37	School Use as Needed	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,175.00	4th Grade Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,175.00	4th Grade Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$830.00	1st Grade Field Trip	Tijeras Creek Elementary School
Viejo Elementary School PTA	\$165.00	School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$330.00	School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$165.00	School Use as Needed	Viejo Elementary School
Box Tops for Education	\$400.70	School Use as Needed	Viejo Elementary School
Vista del Mar School Elementary School PTA	\$13,427.50	Field Trip Transportation	Vista del Mar Elementary School
Maiko Foundation	\$2,991.00	Survivor Book Club	Vista del Mar Middle School
Maiko Foundation	\$1,845.00	Zero Period	Vista del Mar Middle School
Vista del Mar School Middle School PTA	\$1,000.00	Technology	Vista del Mar Middle School
Maiko Foundation	\$13,421.00	Use in Library	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$11,202.35	Chromebooks	Wagon Wheel Elementary School
		\$297,345.62	

**3. 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 \$6,844,462.21 and the commercial warrants total \$10,607,346.70. 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***

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 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
5621	92	CLASS LEASING LLC	IntHouse/Fac Acq /Tesoro	150,415.47
	98		IntHouse/Fac Acq /Tesoro	22,511.16
5622	89	PAUL C MILLER CONSTRUCTION CO	BI:Const/Fac Acq /SJHHS	7,249.05
	98		BI:Const/Fac Acq /SJHHS	50,743.36
	93		BI:Const/Fac Acq /SJHHS	14,498.10
5623	95	PROJECT DIMENSIONS	Serv& Op/Fac Acq /Dstrctwd	25,000.00
5624	89	CUSD	BI:Const/Fac Acq /SCHS	301,098.38
			BI:Arch /Fac Acq /SCHS	8,707.81
5625	89	HMC	BI:Arch /Fac Acq /SCHS	22,083.81
5626	89	PAUL C MILLER CONSTRUCTION CO	BI:Const/Fac Acq /SCHS	16,332.88
6 Purchase Orders				\$618,640.02



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 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
366593	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	47.89
366594	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/Viejo	8,100.00
366595		VOID	VOID	0.00
366596	1	TOBII DYNAVOC LLC	InstMtls/SE0thIns/Dstrctwd	190.00
366597	1	YMCA OF ORANGE COUNTY	Serv& Op/Enterprs/Concordi	6,600.00
366598	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Concordi	1,500.00
366599	1	APPLE INC	InstMtls/SE0thIns/Dstrctwd	327.17
366600	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bergeson	12.28
366601	1	BACH CO	InstMtls/Instrctn/Tesoro	190.06
366602	1	INDEPENDENT LIVING AIDS LLC	InstMtls/SE0thIns/Dstrctwd	176.25
366603	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	376.26
366604	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/Dstrctwd	221.70
366605	1	APPLE INC	InstMtls/Instrctn/Tesoro	58.12
366606	1	IXL LEARNING INC	Serv& Op/Instrctn/DHHS	5,175.00
366607	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Bergeson	254.27
366608	1	ALL FOUR STRINGS	Rnt&Repr/Instrctn/Dstrctwd	3,495.72
366609	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Tesoro	119.17
366610	1	NSTA	InstMtls/Instrctn/FNMS	108.14
366611	1	B & H PHOTOGRAPHY	SpplsNonI/Sch Adm /Palisade	258.44
366612	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Benedict	172.29
366613	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Serra	73.32
366614	1	KUNZE-THIBEAU, LORI	FieldTrp/SE0thIns/Dstrctwd	1,000.00
366615	1	SAN CLEMENTE EDUCATIONAL	CnfrNonI/Supt /Dstrctwd	100.00
366616	1	LAGUNA CLAY COMPANY	InstMtls/Instrctn/SJHHS	802.68
366617	1	REHABMART LLC	SpplsNonI/Sch Adm /FNMS	61.27
366618	1	ATTAINMENT COMPANY	SpplsNonI/Spch Aud/Dstrctwd	15.78
366619	1	WARDS MEDIA TECH	InstMtls/Instrctn/Dstrctwd	4,275.72
366620	1	CAMCOR INC	InstMtls/Instrctn/Wood Cyn	330.58
366621	1	MAXI AIDS	InstMtls/SE0thIns/Dstrctwd	113.58
366622	1	NSTA	InstMtls/Instrctn/Dstrctwd	385.14
366623	1	HANCOCK, KEITH	InstMtls/Instrctn/Dstrctwd	308.16
366624	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Tesoro	1,259.97
366625		VOID	VOID	0.00
366626	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	225.22
366627	1	APPLE INC	InstMtls/Instrctn/Tijeras	3,623.38
366628	1	APPLE INC	InstMtls/Instrctn/Serra	987.29
366629	1	APPLE INC	InstMtls/Instrctn/LadraElm	491.34
366630	1	WARDS MEDIA TECH	SpplsNonI/GuidCnsl/Dstrctwd	645.42
366631	1	CDWG Inc	NonCapEq/Instrctn/VDMMS	2,477.18
366632	1	MCCOOL FLOWERS INC	SpplsNonI/Sch Adm /DHHS	429.81
366633	1	JUDY LYNN SOFTWARE INC.	InstMtls/SE0thIns/Dstrctwd	151.62
366634	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	800.00
366635	1	AP BY THE SEA	Conf:Ins/Instrctn/Dstrctwd	775.00
366636	1	AP BY THE SEA	Conf:Ins/Instrctn/Dstrctwd	775.00
366637	1	BALLOONS & PARTY	SpplsNonI/Sch Adm /Serra	515.65

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PO No.	Fund	Vendor	Description	Amount
366638	1	FIVE STAR TROPHIES	InstMtls/Instrctn/DHHS	868.47
366639	1	CDWG Inc	InstMtls/Instrctn/CVHS	1,317.12
366640	1	CDWG Inc	SpplsNonI/Sch Adm /DJAMS	906.18
366641	1	CDWG Inc	InstMtls/Instrctn/ArroyoEl	324.93
366642	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Dstrctwd	332.15
366643		VOID	VOID	0.00
366644	1	GSM RENTAL GROUP LLC	Rnt&Repr/Sch Adm /Serra	1,153.60
366645	1	EAGLE SOFTWARE	Serv& Op/TIS /Dstrctwd	100.00
366646	1	EAGLE SOFTWARE	Serv& Op/TIS /Dstrctwd	100.00
366647	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Hiddn Hl	135.77
366648	1	2NDGEAR LLC	InstMtls/Instrctn/Tesoro	3,474.94
366649	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	156.00
366650	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/TIS /Dstrctwd	2,000.00
366651	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	11,457.00
			Sub NPS /NPS /Dstrctwd	8,079.00
366652	13	ACTION SALES	LrgEquip/FoodServ/Dstrctwd	40,989.85
366653	1	PERMA-BOUND	InstMtls/Enterprs/FNMS	359.29
366654	1	PERMA-BOUND	InstMtls/Enterprs/FNMS	358.42
366655	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	247.39
366656	1	LIFETRENDS GROUP	SpplsNonI/HlthServ/ANHS	367.50
366657	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Libr&Med/BAMS	1,000.00
366658	1	XEROX CORPORATION	NonCapEq/Enterprs/ANHS	2,024.62
366659	1	SOCIAL THINKING PUBLISHING	InstMtls/SE0thIns/Dstrctwd	257.57
366660	1	BAILEY, RANDY	InstMtls/Instrctn/FNMS	284.65
366661	1	CREATIVE PLANT RENTALS	Rnt&Repr/Sch Adm /Serra	613.94
366662	1	PERMA-BOUND	Bks&Ref /Libr&Med/BAMS	2,000.00
366663		VOID	VOID	0.00
366664		VOID	VOID	0.00
366665	1	STORAGE CONTAINER.COM	NonCapEq/Instrctn/AVMS	2,753.01
			NonCapEq/Enterprs/AVMS	1,018.24
366666		VOID	VOID	0.00
366667	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	242.57
366668	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
366669	1	CLEAN DIESEL SPECIALISTS SO	Serv& Op/PuplTran/Dstrctwd	4,000.00
366670	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	10,000.00
366671		VOID	VOID	0.00
366672	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	583.94
366673	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	167.11
366674	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/ANHS	766.23
366675		VOID	VOID	0.00
366676	1	CALIFORNIA DEPT. OF EDUCATION	Bks&Ref /Instrctn/Dstrctwd	273.01
366677	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	500.00
			InstMtls/Instrctn/MFMS	572.76
366678		VOID	VOID	0.00
366679	1	NSTA	InstMtls/Instrctn/LRMS	344.69
366680	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/FNMS	739.63
366681	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/LRMS	2,316.45
366682	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	392.75
366683	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Enterprs/DJAMS	291.36
366684		VOID	VOID	0.00

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PO No.	Fund	Vendor	Description	Amount
366685	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	234.23
366686	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	376.26
366687	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/AVMS	555.13
366688	1	FISHER SCIENTIFIC CO LLC	InstMtls/Instrctn/Dstrctwd	67.00
366689	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/FNMS	189.06
366690	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/FNMS	499.30
366691	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/Dstrctwd	221.64
366692	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/San Juan	100.06
366693	1	SOUTHWEST SCHOOL SUPPLY	SpIsNonI/Sch Adm /Dstrctwd	361.31
366694	1	SOUTHWEST SCHOOL SUPPLY	SpIsNonI/Sch Adm /Dstrctwd	124.14
366695	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	339.26
366696	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	66.76
366697	1	ULINE	SpIsNonI/Sch Adm /BAMS	385.11
366698	1	VARIDESK LLC	SpIsNonI/TIS /Dstrctwd	2,618.33
366699	1	CALPERS FISCAL SERVICES DIV.	PERS:CL /PuplTran/Dstrctwd	699.78
366700	1	CALPERS FISCAL SERVICES DIV.	PERS:CL /SE0thIns/Dstrctwd	3,010.90
366701		VOID	VOID	0.00
366702	1	BEN'S MUSIC WORKSHOP INC	Rnt&Repr/Instrctn/BAMS	321.40
366703	1	PROJECT DIMENSIONS	CnsltSvs/FacPlann/Dstrctwd	25,000.00
366704	1	REHABMART LLC	SpIsNonI/HlthServ/Dstrctwd	160.46
366705	1	CDWG Inc	NonCapEq/Instrctn/SCHS	12,115.55
366706	1	PROJECT DIMENSIONS	CnsltSvs/FacPlann/Dstrctwd	15,000.00
366707	1	NSTA	InstMtls/Instrctn/Dstrctwd	312.37
366708	1	BARNES & NOBLE	InstMtls/Instrctn/Dstrctwd	1,000.00
366709	1	PROJECT DIMENSIONS	CnsltSvs/FacPlann/Dstrctwd	25,000.00
366710	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Dstrctwd	199.99
366711	1	IRVINE RANCH OUTDOOR ED CENTER	FieldTrp/Instrctn/Hiddn Hl	11,480.00
366712		VOID	VOID	0.00
366713	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	10,000.00
366714	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	280.04
366715	1	DEMCO	K-12Text/Instrctn/DHHS	569.69
366716	1	NATIONAL DROPOUT PREVENTION CR	CnfrNonI/Sch Adm /Serra	1,800.00
366717	1	CDWG Inc	NonCapEq/Purch /Dstrctwd	1,231.56
366718	1	APPLE COMPUTER INC	InstMtls/Instrctn/VDMMS	234.90
366719	1	CHEFS' TOYS	NonCapEq/Instrctn/ANHS	19,571.69
366720	1	CALTAC-PBIS INC	CnfrNonI/GuidCnsl/Dstrctwd	8,750.00
366721		VOID	VOID	0.00
366722	1	WESTERN PSYCHOLOGICAL SERVICES	NonCapEq/Spch Aud/Dstrctwd	11,870.13
366723	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/Dstrctwd	9,653.41
366724	1	SPEECH CORNER, THE	InstMtls/SE0thIns/Dstrctwd	214.94
366725	1	CDWG Inc	SpIsNonI/Sch Adm /Serra	139.26
366726	1	WESTED	Serv& Op/SupvAdmn/Dstrctwd	1,900.00
366727	1	CUSD	Serv& Op/Instrctn/Dstrctwd	800.00
366728	1	JRP DESIGN	InstMtls/Instrctn/Dstrctwd	1,122.47
366729	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/AVMS	20.54
366730	1	PRO-ACTIVE SAFETY SUPPLY	SpIsNonI/Op:Grnds/Dstrctwd	4,568.69
366731		VOID	VOID	0.00
366732	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	76.91
366733	1	WEBB, METZLI	Serv& Op/StDev In/Dstrctwd	300.00
366734	40	US BANK NATIONAL ASSOCIATION	TrOutOth/IntrAgnc/Dstrctwd	108,805.48

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PO No.	Fund	Vendor	Description	Amount
366735	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	2,640.39
366736	1	ULINE	SpIsNonI/Grph Art/Dstrctwd	1,500.00
366737		VOID	VOID	0.00
366738	1	BOYS TOWN CALIFORNIA INC.	Sub NPA /GuidCnsl/Dstrctwd	80,000.00
366739	1	PROVIDENCE SPEECH AND	Sub NPA /Spch Aud/Dstrctwd	7,000.00
366740	1	STAFFREHAB	Sub NPA /NPA /Dstrctwd	15,000.00
366741	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	148.38
366742	13	SUN TAMERS	Bldg Imp/FoodServ/BAMS	856.58
366743	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	100,000.00
366744	1	NATL COUNCIL ECONOMIC ED	InstMtls/Instrctn/Dstrctwd	320.06
366745	1	SOUTHERN CA AP INSTITUTE	PrepdExp/Undesig /Dstrctwd	755.00
366746	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	4,496.96
			Sub NPS /NPS /Dstrctwd	2,544.64
366747	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	70.00
366748		VOID	VOID	0.00
366749	1	POLAR ELECTRO INC.	InstMtls/Instrctn/Tesoro	563.75
366750	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	89.55
366751	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DHHS	2,685.98
366752	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/ANHS	1,467.56
366753	1	IMPACT COMPUTERS & ELECTRONICS	InstMtls/Instrctn/LFMS	91.10
366754	1	CDWG Inc	F&EInstl/Instrctn/Dstrctwd	38,699.11
366755	1	MATTERHACKERS INC	NonCapEq/Instrctn/CVHS	7,531.73
366756	1	DOWNTOWN FORD SALES	F&EInstl/SupvAdmn/Dstrctwd	27,181.19
366757	1	SOUTHLAND INSTRUMENTS	InstMtls/Instrctn/Dstrctwd	1,179.28
366758	1	PERFORMANCE AUTOMOTIVE GROUP	F&EInstl/SupvAdmn/Dstrctwd	99,853.12
366759	1	PARKER SCHOOL UNIFORMS	InstMtls/Instrctn/DHHS	535.14
366760		VOID	VOID	0.00
366761	1	2NDGEAR LLC	NonCapEq/Instrctn/CVHS	6,671.88
366762	1	LIMOR FRIED	InstMtls/Instrctn/SCHS	322.71
366763	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	500.00
366764		VOID	VOID	0.00
366765		VOID	VOID	0.00
366766		VOID	VOID	0.00
366767	1	WAL MART S.C.	SpIsNonI/HlthServ/Dstrctwd	500.00
366768	1	BRAIN BUILDERS STEM EDUCATION	CnsltSvs/Instrctn/Moulton	5,109.00
366769	1	ACADEMIC THERAPY PUBL	SpIsNonI/PsychSer/Dstrctwd	235.50
366770	1	ACADEMIC THERAPY PUBL	SpIsNonI/Spch Aud/Dstrctwd	235.50
366771	1	PEARSON	SpIsNonI/Spch Aud/Dstrctwd	567.13
366772	1	PEARSON	SpIsNonI/Spch Aud/Dstrctwd	238.88
366773	1	PEARSON	SpIsNonI/PsychSer/Dstrctwd	443.63
366774	1	APPLE COMPUTER INC	InstMtls/Instrctn/LF Elem	2,617.38
366775	1	APPLE INC	InstMtls/Instrctn/LFMS	2,617.38
366776	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	3,000.00
366777	1	NEW HAVEN YOUTH & FAMILY	Residtl /NPS /Dstrctwd	7,068.00
			Sub MHBC/NPS /Dstrctwd	14,957.77
			Sub MHBC/PsychSer/Dstrctwd	14,957.78
366778	1	SOLACIUM NEW HAVEN LLC	Residtl /NPS /Dstrctwd	10,000.00
			Sub RHBC/NPS /Dstrctwd	7,640.00
			Sub MHBC/NPS /Dstrctwd	7,315.00
			Sub MHBC/PsychSer/Dstrctwd	28,690.00

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PO No.	Fund	Vendor	Description	Amount
366779	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	6,343.85
366780	1	OCDE	PrepdExp/Undesig /Dstrctwd	1,500.00
366781	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	121,322.25
366782	1	CDWG Inc	NonCapEq/Instrctn/DJAMS	1,598.24
366783	1	CDWG Inc	NonCapEq/Instrctn/LadraElm	807.70
366784	1	VISTA PAINT & WALLCOVERING	Rntl:Oth/Op:Grnds/Dstrctwd	1,000.00
366785		VOID	VOID	0.00
366786	1	BARBER & GONZALES CONSULTING	Serv& Op/StaffNeg/Dstrctwd	20,000.00
366787	1	APPLE INC	InstMtls/Instrctn/LFMS	1,576.99
366788	1	TIGER MEDICAL INC.	NonCapEq/HlthServ/Dstrctwd	1,973.59
366789	1	TYPING AGENT LLC	Serv& Op/TIS /Dstrctwd	17,005.00
366790	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	233.25
366791	1	VICTORY PADDLE/SCHOOL PASSES	SpIsNonI/Sch Adm /ANHS	107.93
366792	1	COLORADO TIME SYSTEMS	NonCapEq/CurAthlt/ANHS	3,946.03
366793	1	APPLE COMPUTER INC	NonCapEq/TIS /Dstrctwd	1,509.14
366794	1	LANGUAGE NETWORK INC	CnsltNon/Spch Aud/Dstrctwd	2,000.00
366795	1	B & H PHOTOGRAPHY	InstMtls/SE0thIns/Dstrctwd	55.91
366796	1	SOUTHWEST SCHOOL SUPPLY	SpIsNonI/StDev In/Dstrctwd	934.53
366797	1	GLIGA VIOLINS	InstMtls/Instrctn/LRMS	2,314.30
366798		VOID	VOID	0.00
366799	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	30.95
366800	1	CULVER-NEWLIN	InstMtls/Instrctn/Dstrctwd	815.24
			InstMtls/Instrctn/AVMS	500.00
366801	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/FNMS	863.47
366802	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/FNMS	1,923.17
366803	1	SCHNEIDER ELECTRIC BUILDINGS	Bldg Imp/Fac Acq /Dstrctwd	3,409,320.00
366804	1	PEARSON	SpIsNonI/PsychSer/Dstrctwd	466.38
366805	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/AVMS	483.55
366806	1	SARGENT-WELCH SCIENTIFIC	InstMtls/Instrctn/Dstrctwd	303.90
366807	1	PEARSON	SpIsNonI/PsychSer/Dstrctwd	924.55
366808	1	PEARSON	SpIsNonI/PsychSer/Dstrctwd	1,000.79
366809	1	WEST COAST MICROSCOPE	Rnt&Repr/Instrctn/SCHS	4,191.50
366810	1	PSYCHOLOGICAL ASSESSMENT RES	SpIsNonI/PsychSer/Dstrctwd	388.58
366811	1	MHS RESEARCH DEPARTMENT	SpIsNonI/PsychSer/Dstrctwd	268.60
366812	1	HAWTHORNE EDUCATIONAL SERV	SpIsNonI/PsychSer/Dstrctwd	285.54
366813	1	CUSD	Serv& Op/Instrctn/Dstrctwd	53.00
366814	1	HI TECH PROTECTION SYSTEMS INC	NonCapEq/Sch Adm /SMS	8,116.25
366815	1	BARCODESINC	InstMtls/Libr&Med/MFMS	265.07
366816	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	217.56
366817	1	SCHOOL OUTFITTERS.COM	SpIsNonI/HlthServ/Dstrctwd	180.34
366818	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Dstrctwd	47.65
366819	1	MHS RESEARCH DEPARTMENT	SpIsNonI/PsychSer/Dstrctwd	729.06
366820	1	NCS PEARSON INC.	SpIsNonI/PsychSer/Dstrctwd	3,055.26
366821	1	ACADEMIC THERAPY PUBL	SpIsNonI/Spch Aud/Dstrctwd	471.00
366822	1	THE TOLL ROADS	SpIsNonI/PuplTran/Dstrctwd	1,000.00
366823	1	TRIPLE A PUMPING & JETTING	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
366824	1	UNITED SITE SERVICES OF CA INC	SpIsNonI/Sch Adm /Dstrctwd	504.15
366825	1	DIGITAL NETWORKS GROUP INC	NonCapEq/Instrctn/SMS	1,260.64
366826		VOID	VOID	0.00
366827	1	GOPHER ATHLETIC	InstMtls/Instrctn/VdelMarE	465.87



Board of Trustees Purchase Order Listing  
\*----- Fiscal Year: 2016-17 -----\*  
Board of Trustees Meeting.....MAY 24, 2017

PO No.	Fund	Vendor	Description	Amount
366828	1	WENGER CORPORATION	InstMtls/Instrctn/Las Palm	1,017.78
366829	1	SP CONTROLS	InstMtls/Instrctn/SMS	32.33
366830	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Dstrctwd	747.81
366831	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Dstrctwd	351.78
366832		VOID	VOID	0.00
366833	14	DAVE BANG ASSOCIATES	Bldg Imp/Fac Acq /Hiddn Hl	37,389.25
366834		VOID	VOID	0.00
366835	1	JULIE TIPTON	Serv& Op/Instrctn/SERRAECS	2,956.00
366836	1	ORANGE COUNTY REGISTER	Bldg Imp/Fac Acq /Dstrctwd	564.42
366837	1	CARAHSOFT TECHNOLOGY CORP	Serv& Op/Instrctn/Dstrctwd	406,955.17
366838	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	52,408.00
366839	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	41,588.00
366840	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	73,584.72
366841	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	46,018.67
366842	1	PERRY PASSARO PHD	CnsltNon/PsychSer/Dstrctwd	8,000.00
366843	1	CHAMPION BALLS	InstMtls/Instrctn/Del Obis	452.30
366844	1	DICK BLICK WEST	InstMtls/Instrctn/Tesoro	679.71
366845	1	CDWG Inc	InstMtls/Instrctn/Wagen Wh	8,804.57
366846	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Wagen Wh	882.00
366847	1	PC & MACEXCHANGE	InstMtls/Instrctn/Wagen Wh	1,050.56
366848	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Wagen Wh	260.00
366849	1	ACORN MEDIA	InstMtls/Instrctn/Wagen Wh	238.56
366850	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	215,598.00
366851	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	32,982.28
366852	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	418,705.50
366853	1	SCHOOL SPECIALTY	InstMtls/SDCInstr/Dana ENF	144.64
366854	1	OC LIFE GUARDS	FieldTrp/Instrctn/GrgWhite	460.00
366855	1	SIGMANET	Serv& Op/Instrctn/Dstrctwd	215,908.01
366856	1	KNOTTS BERRY FARM	Serv& Op/Instrctn/Serra	3,840.00
366857	1	CDWG Inc	InstMtls/Instrctn/BAMS	257.85
366858	1	CDWG Inc	NonCapEq/TIS /Dstrctwd	13,835.18
366859		VOID	VOID	0.00
366860	1	SUPER DUPER INC.	InstMtls/Spch Aud/Dstrctwd	84.85
366861	1	DANCE TEACHER NETWORK	PrepdExp/Undesig /Dstrctwd	475.00
366862		VOID	VOID	0.00
366863	1	ATDLE	CnfrNonI/Sch Adm /Las Palm	580.00
366864		VOID	VOID	0.00
366865		VOID	VOID	0.00
366866	1	ATDLE	CnfrNonI/Sch Adm /Las Palm	580.00
366867	1	DEMCO INC	SpplsNonI/Sch Adm /DJAMS	1,324.84
366868	1	BEYOND PLAY	InstMtls/Instrctn/Malcom	128.52
366869	1	STUDENT SUPPLY	SpplsNonI/Sch Adm /San Juan	155.85
366870	1	GOPHER ATHLETIC	InstMtls/Instrctn/Del Obis	282.01
366871	1	CDWG Inc	NonCapEq/TIS /Dstrctwd	6,564.27
366872	1	AARDVARK CLAY	InstMtls/Instrctn/Tesoro	666.02
366873	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/RH Dana	315.00
366874	1	NSI ACADEMY	Residtl /NPS /Dstrctwd	5,875.00
			Sub MHBC/NPS /Dstrctwd	6,592.58
			Sub MHBC/PsychSer/Dstrctwd	7,911.09

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Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2016-17 =====\*  
 Board of Trustees Meeting.....MAY 24, 2017

PO No.	Fund	Vendor	Description	Amount
366875	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	5,955.00
			Sub NPS /NPS /Dstrctwd	4,737.00
366876	1	ACCU TRAIN CORPORATION	Serv& Op/HlthServ/Dstrctwd	295.00
366877	1	OCDE/MEDIA SERVICES	SplsNonI/Sch Adm /San Juan	213.95
366878		VOID	VOID	0.00
366879		VOID	VOID	0.00
366880	1	JULIE CHIAVERINI	Serv& Op/Instrctn/MISBASIL	1,250.00
366881	1	FUNAOKA, MARY	Serv& Op/StDev In/Dstrctwd	181.98
366882	1	PC & MACEXCHANGE	NonCapEq/TIS /Dstrctwd	5,252.81
366883	1	APPLE INC	F&EInstl/Instrctn/Dstrctwd	9,822.50
366884	1	MAKERBOT INDUSTRIES LLC	NonCapEq/Instrctn/SCHS	5,536.62
366885	1	SOLUTION TREE INC	PrepdExp/Undesig /Dstrctwd	4,823.00

262 Purchase Orders \$6,225,822.08

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
236981	STATE BD EQUALIZATION	PV-175242	466.94
236982	Albers 03, Keri Sue	PV-175276	59.50
236983	Bagley 03, Vicki	PV-175265	89.60
236984	Benedetto 03, Gretchen	PV-175284	59.50
236985	Benrubi 01, Rorina	PV-175275	25.00
236986	Bornhoff 03, Dana	PV-175262	18.50
236987	Cheatham 03, Nicolle	PV-175282	23.95
236988	Fitch 01, Thomas	PV-175273	60.45
236989	Johnson 01, Beth	PV-175277	22.40
236990	Lenz 03, Jennifer	PV-175268	34.60
236991	Martin 02, Melanie	PV-175270	70.00
236992	McDonough 03, Nannette	PV-175267	23.00
236993	Medhat 01, Jihan	PV-175280	43.50
236994	Montahan 01, Nancy	PV-175272	16.30
236995	Neal 01, Brenda	PV-175274	80.75
236996	Olson 02, Michelle	PV-175271	17.00
236997	Orloff 01, Lance	PV-175279	46.00
236998	Perez 03, Debbie	PV-175260	178.00
236999	Phillips 01, Shanna	PV-175278	80.00
237000	Puglisi 01, Donna	PV-175266	37.00
237001	Reed 03, Sally	PV-175269	69.15
237002	Roe 01, Carla	PV-175264	23.50
237003	Stefencavage 03, Jerry	PV-175263	10.00
237004	Wachtel 01, Catherine	PV-175283	59.90
237005	Wagner 01, Kerry	PV-175281	41.30
237006	Woodstra 03, Valerie	PV-175261	100.25
237007	ALTERNATIVE COMM SVCS	PO-360065	3,674.50
237008	BRIAN R SCIACCA	PO-366550	30,000.00
237009	DEVEREUX TEXAS TREATMENT	PO-364449	10,377.12
		PO-366549	869.77
237010	OAK GROVE INSTITUTE	PO-365068	11,307.00
		PO-365727	13,899.58
237011	OCEANVIEW SCHOOL	PO-366651	6,438.00
237012	ORANGE CTY DEPT EDUC	PO-361741	305,184.08
237013	PERKINS SCHOOL FOR THE BLIND	PO-361923	31,941.71
237014	PROVO CANYON SCHOOL	PO-366548	199.20
237015	RAY AND/OR SARAH KINCAID	PO-366559	364.10
237016	ROD AND COLETTE FOSTER	PO-364937	1,136.94
237017	ROZENBERG, ABBY	PO-363012	1,800.00
237018	SENECA FAMILY OF AGENCIES	PO-365372	1,200.00



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237019	SPEECH & LANGUAGE DEVELOPMENT	PO-361846	6,655.00
		PO-361850	6,065.00
		PO-361853	4,845.50
		PO-362234	5,836.00
		PO-362341	1,947.50
		PO-362428	384.00
237020	YELLOWSTONE BOYS & GIRLS RANCH	PO-361919	13,693.00
237021	BROOKS, TIM	PV-175241	275.87
237022	MORRIS, LINDSEY	PV-175243	213.90
237023	PANNING LABATE, TINA	PV-175244	68.67
237024	PERRY, CYNTHIA	PV-175253	199.99
237025	PRIMICIAS, MELISSA	PV-175245	29.05
237026	RAEL, MEGAN	PV-175251	29.96
237027	SELECMAN, LANA	PV-175246	215.88
237028	SHERRIE, LORRAINE	PV-175247	24.66
237029	SOBOLESKI, AMANDA	PV-175252	90.00
237030	SOLTIS, PAMELA	PV-175248	55.66
237031	STANGARONE, STACI	PV-175294	157.17
237032	STAYBERG, BRITTANY	PV-175249	126.30
237033	TAYNE, JULIE	PV-175250	77.30
237034	TOKATLIAN, JODIE	PV-175256	300.00
237035	WARD, ROBBIN	PV-175254	200.00
237036	WEITZEL, RENEE	PV-175257	1,279.41
237037	WELTER, TRACY	PV-175258	95.00
237038	WINGEN, TAMARAH	PV-175255	1,149.98
237039	BARBER & GONZALES CONSULTING	PO-361980	3,127.42
237040	BORUTZKI, ARIENE	PO-364150	300.00
237041	CATAPULT LEARNING WEST LLC	PO-363409	8,380.00
237042	CSM CONSULTING INC	PO-365675	3,667.00
237043	DANNIS WOLIVER KELLEY	PV-175304	725.00
		PV-175305	1,739.50
		PV-175306	15,000.00
		PV-175310	91.50
		PV-175311	1,616.50
		PV-175312	6,989.00
		PV-175313	945.50
		PV-175314	10,577.00
		PV-175315	145.00
		PV-175316	7,510.26
		PV-175317	406.00
		PV-175318	2,141.50
237044	FUNAOKA, MARY	PO-365720	2,000.00
237045	HARBOTTLE LAW GROUP	PO-365422	10,790.30
237046	LCRA TRUST	PO-361283	2,835.00
237047	LEADERSHIP ASSOCIATES	PO-365142	4,650.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237048	PROFESSIONAL TUTORS OF AMERICA	PO-363046	100.00
237049	WOODRUFF SPRADLIN & SMART	PO-362145	875.00
237050	YMCA OF ORANGE COUNTY	PO-360043	13,854.87
		PO-360044	13,361.88
		PO-360047	12,450.66
		PO-360048	21,652.42
		PO-361184	1,800.00
		PO-363536	4,766.40
237051	PAUL C MILLER CONSTRUCTION CO	PO-363278	106,159.05
237052	PAUL C MILLER CONSTRUCTION CO	PO-363277	579,720.63
237053	PAUL C MILLER CONSTRUCTION CO	PO-363277	216,167.13
237054	PAUL C MILLER CONSTRUCTION CO	PO-363277	88,432.04
237055	PAUL C MILLER CONSTRUCTION CO	PO-363277	98,257.79
237056	CONSOLIDATED ELECT DISTR	PO-360237	2,333.46
237057	COUNTY OF ORANGE-WASTE MNGT	PO-364703	518.34
237058	G.A. DOMINGUEZ	PO-361753	3,262.50
237059	J.L. COBB PAINTING	PO-360245	47,111.08
237060	MOULTON NIGUEL WATER	PO-360111	4,075.56
237061	ORANGE CTY DEPT EDUC	PO-362254	4,474.12
237062	SANTA MARGARITA WATER	PO-360112	2,079.94
237063	SO CAL GAS CO	PO-360224	19,075.88
237064	ARC	PO-363525	25.88
237065	SABP REPROGRAPHICS	PO-356803	276.90
		PO-364109	16,723.10
237066	SCOREBOARD SOLUTIONS INC	PO-362266	14,995.00
237067	WLC ARCHITECTS INC	PO-366171	1,600.00
237068	CDE SPECIAL DEPOSIT FD50703830	PO-366579	20,370.00
237069	DECISIONINSITE LLC	PO-363340	350.00
237070	HMC ARCHITECTS	PO-341286	3,000.00
		PO-341287	6,382.50
237071	KOURY ENGINEERING & TESTING	PO-363671	15,689.00
237072	SWCA INCORPORATED DBA	PO-363534	71.00
		PO-363669	71.00
237073	DAVID TAUSSIG ASSOC INC	PO-362378	322.90
237074	A Z BUS SALES INC	PO-360804	921.80
237075	ACER SERVICE CORPORATION	PO-360511	1,886.90
237076	ACORN MEDIA	PO-366097	762.06
237077	ALISO NIGUEL AUTO CARE	PO-362282	314.42
237078	APPLE EDUCATION FINANCE	PO-365390	406.17
		PO-365396	327.17
		PO-365747	284.07
237079	ART SUPPLY WAREHOUSE	PO-362899	498.57
237080	ATTAINMENT COMPANY	PO-366239	224.38
237081	BIOMETRICS4ALL INC	PO-360558	54.00
237082	BLAIRS TOWING INC	PO-363529	980.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237083	CAL-STATE AUTO PARTS INC	PO-360805	2,419.08
237084	CAMCOR INC	PO-365868	255.31
237085	CDW GOVERNMENT	CM-170192	653.73-
		CM-170194	221.84-
		PO-365893	48,914.27
		PO-365953	62.06
		PO-365956	671.28
		PO-365957	200.42
		PO-366039	1,222.86
		PO-366046	33.00
		PO-366057	2,934.86
		PO-366302	9,782.85
		PO-366411	1,539.75
		PO-366412	478.41
		PO-366489	989.15
		PO-366490	339.42
		PO-366501	75.25
		PV-175295	221.84
		PV-175297	221.84
237086	CINTAS CORP #640	PO-360614	509.36
237087	CROWN VALLEY TRANS	PO-361073	438.56
237088	DANIELS TIRE SERVICE	PO-361075	2,190.52
237089	DENAULT'S HARDWARE	PO-362539	76.41
		PO-365226	54.27
237090	DENAULT'S TRUE VALUE HARDWARE	PO-362316	38.76
237091	EASY WAY SAFETY SERVICES	PO-360809	3,857.50
237092	FACTORY MOTOR PARTS	PO-360808	97.82
237093	FASTENAL	PO-361583	431.59
237094	FERREE'S TOOLS INC	PO-366376	81.30
237095	FUN AND FUNCTION	PO-366106	123.07
237096	GANAHL LUMBER	PO-360170	386.13
237097	GROTH MUSIC COMPANY	PO-366310	166.90
237098	JONES SCHOOL SUPPLY CO INC	PO-366328	992.25
237099	KELLY PAPER COMPANY	PO-360626	475.97
237100	KLM BIO SCIENTIFIC	PO-365547	38.62
237101	LAWSON PRODUCTS INC	PO-364371	1,109.38
237102	AT&T	PO-365653	260.16
		PO-366437	203.66
237103	MAR VAC ELECTRONICS	PO-362512	161.57
237104	MISSION AUTO SERVICE	PO-362652	2,486.68
237105	MOBILE FLEET WASH	PO-362167	938.00
237106	O'REILLY AUTOMOTIVES INC	PO-363281	240.64
		PO-365364	788.02
237107	ORANGE AUTO PARTS & SUPPLY LLC	PO-361972	457.82
237108	ORANGE COUNTY FIRE PROTECTION	PO-361270	2,762.00

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Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237109	OTC BRANDS INC	PO-366022	554.50
237110	PERMA-BOUND	PO-365997	5,118.07
237111	PINNACLE PETROLEUM INC	PO-363656	78,374.37
237112	PLANK ROAD PUBLISHING INC	PO-366374	108.62
237113	POSITIVE PROMOTIONS	PO-366303	184.90
237114	PRIORITY NEOPOST	PO-360921	79.26
237115	QUALITY STREET SERVICE	PO-361833	4,915.00
237116	REFRIGERATION SUPPLIES	PO-364195	723.11
237117	S&S WORLDWIDE INC	PO-366405	162.86
237118	SCHOOL SPECIALTY	PO-363734	81.40
237119	SHAR PRODUCTS COMPANY	PO-366198	294.75
237120	SHRED-IT USA	PO-360937	1,752.09
		PO-361066	46.20
237121	SITEONE LANDSCAPE SUPPLY LLC	PO-360106	419.43
237122	SNAP-ON TOOLS INDUSTRIAL	PO-366225	889.82
		PO-366228	11,425.35
237123	SOCIAL THINKING	PO-364777	243.01
		PO-366273	140.66
237124	SOUTHLAND INSTRUMENTS	PO-366218	6,121.75
237125	SPARKLETTS	PO-360291	40.08
		PO-360411	10.25
		PO-360640	4.10
		PO-360643	104.40
		PO-360645	9.64
		PO-361164	61.75
		PO-361165	11.72
237126	SPICERS PAPER	PO-360622	2,701.04
237127	TRANE U.S. INC	PO-360127	569.42
237128	ULINE	PO-366159	139.69
		PO-366307	59.61
237129	VERIZON WIRELESS	PO-360221	1,391.39
237130	VERIZON WIRELESS	PO-365137	76.02
237131	VICTORY PADDLE/SCHOOL PASSES	PO-366314	55.95
237132	SPARKLETTS	PO-361371	19.86
		PO-361373	8.20
		PO-361400	2.05
		PO-361401	6.15
		PO-361404	34.42
		PO-361405	6.15
		PO-361407	14.00
		PO-361408	4.10
237133	A-1 AWARDS & ENGRAVING	PO-362666	487.65
237134	ARTESIA SAWDUST	PO-360088	3,651.80
237135	CAMCOR INC	PO-366493	409.15
237136	CAROLINA BIOLOGICAL SUPPLY CO	PO-366282	116.59

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237137	COMMITTEE FOR CHILDREN	PO-366317	197.00
237138	COSTCO S.J.C.	PO-364952	48.13
237139	DECKER INC	PO-365940	477.76
237140	DEMCO INC	PO-366160	114.27
237141	ENABLING DEVICES	PO-365980	179.95
237142	FLINN SCIENTIFIC INC	PO-366248	1,268.38
237143	FOLLETT SCHOOL SOLUTIONS INC	PO-365988	515.91
		PO-366035	728.67
237144	GEYER INSTRUCTIONAL AIDS	PO-366157	48.91
237145	GUITAR CENTER	PO-366000	365.27
237146	HD SUPPLY FACILITIES MAINTN	PO-360122	31.11
237147	JOSTENS	PO-366346	226.36
237148	LAKESHORE LEARNING MATLS	PO-366129	61.40
		PO-366231	220.03
237149	LIBRARY STORE, THE	PO-366194	193.81
237150	LIFETRENDS GROUP	PO-366131	32.55
237151	ORANGE COUNTY SCH BOARDS ASSOC	PO-366747	70.00
237152	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	74,719.62
237153	MEBA C/O	PO-360339	3,885,674.44
237154	2NDGEAR LLC	PO-365561	425.62
		PO-365562	1,158.32
237155	Arnett 03, Shay	PV-175287	53.00
237156	BOYD COFFEE COMPANY	PV-175293	243.12
237157	CALIFORNIA DEPT. OF EDUCATION	PV-175296	291.20
237158	Combs 03, Deanne	PV-175285	59.00
237159	DOMINO'S PIZZA	PV-175298	14,875.00
237160	Dressel 03, Mark	PV-175286	18.75
237161	ECOLAB PEST ELIMINATION	PV-175299	105.25
237162	Gallaher 03, Kelly	PV-175288	108.50
237163	Hijikata, Shizuka	PV-175289	37.45
237164	SCSNA ATTN: SUZY SAYRE	PV-175290	65.00
237165	SMART & FINAL	PV-175291	124.92
		PV-175292	86.71
237166	BREN EVENTS CENTER	PO-366564	27,752.00
237167	CAL WEEKLY EXPLORER INC	PO-365582	2,760.00
237168	CERTIFIED TRANSPORTATION	PV-175300	7,466.50
237169	DEPARTMENT OF JUSTICE	PO-360561	3,941.00
237170	EMERALD COVE OUTDOOR SCIENCE	PO-364770	26,026.20
		PO-365174	15,555.00
237171	HOUGHTON MIFFLIN HARCOURT	PO-364362	400.00
237172	HOWARD TECHNOLOGY SOLUTIONS	PO-365897	4,900.00
		PO-366040	122.50
		PO-366059	294.00
		PO-366304	980.00
237173	JFK TRANSPORTATION CO INC	PV-175301	2,370.00

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237174	OCEAN INSTITUTE	PO-363586	2,500.00
237175	ORANGE COUNTY DEPT OF EDUC	PO-364148	1,410.00
		PO-365159	729.50
237176	ORANGE COUNTY DEPT OF EDUCATIO	PO-361637	900.00
		PO-365089	1,407.00
237177	PALI MOUNTAIN INSTITUTE	PO-363235	12,555.00
		PO-366530	1,120.00
237178	PROFESSIONAL CHARTER SERVICES	PV-175303	5,428.87
237179	SANTA ANA COLLEGE TESSMANN	PO-366538	732.00
237180	TRANSPORTATION CHARTER SERVICE	PV-175302	3,400.00
237181	STATE OF CALIFORNIA	PO-366536	100.00
237182	APPLEBY, SHELLEY	PV-175329	18.00
237183	BAERST, PEGGY	PV-175326	54.96
237184	CAST, KLAIR	PV-175330	21.00
237185	COLLINS, CLINT	PV-175328	10.78
237186	JARMAN, Nanci	PV-175321	19.00
237187	JONES, MEREDITH	PV-175322	13.00
237188	LEONARD, MARYDALE	PV-175323	28.76
237189	MONTGOMERY, RICH	PV-175327	182.03
237190	ANDERSON, DELIA	PV-175331	100.00
237191	BLAIR, KAREM	PV-175325	1,110.00
237192	CWYNAR, JULIE	PV-175324	420.00
237193	SUNDAR, GOURANGADOSS	PV-175332	150.00
237194	OLIVERAS, AIMEE	PV-175320	140.06
237195	ADAMS, ALISON	PV-175335	22.47
237196	AVERA, STEPHANIE	PV-175336	110.21
237197	BAILEY, REBECCA	PV-175337	93.09
237198	BENE, CHERI	PV-175341	230.05
237199	BONET, MARISOL	PV-175339	19.26
		PV-175340	30.50
237200	BOUGRAB, MARIA	PV-175342	3.75
237201	BRANNAM, ANDREA	PV-175338	51.36
237202	CHICAS, CARLOS	PV-175344	160.50
237203	CROSS, MELINDA	PV-175345	317.26
237204	CUNNINGHAM, CHADWICK	PV-175343	132.12
237205	DEWALD, NICHOLAS	PV-175346	6.42
237206	ELLIS, SHAWNA	PV-175349	150.34
237207	ENGELSON, EMILY	PV-175350	256.27
237208	EVANS, SHARON	PV-175348	30.50
237209	FREY, DEBORAH	PV-175351	27.82
237210	GAFFNEY, LANETT	PV-175352	35.31
		PV-175355	35.31
237211	GALLEGO, MARINA	PV-175354	10.70
237212	GRAY, MONTSE	PV-175353	111.28
237213	HANRATTY-RAJA, JENNIPHER	PV-175356	28.89

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237214	HERNANDEZ, MARLO	PV-175360	40.13
237215	HOOPER, GWYNETH	PV-175357	55.64
237216	HORTON, RACHAEL	PV-175358	151.41
237217	LANGE, KATHLEEN	PV-175361	140.14
237218	LEE, POLINA C.	PV-175363	2.14
237219	MATIENZO, NINA RIE	PV-175370	117.17
237220	MAYS, JEFFREY	PV-175364	29.96
		PV-175371	74.90
237221	MCCARTHY, JOHN	PV-175369	154.08
237222	MEISSNER, ANDREA	PV-175368	125.19
237223	MEYER, JULIE	PV-175366	19.26
237224	MITCHELL, KAREN	PV-175367	66.34
237225	MORRIS, LINDSEY	PV-175365	50.83
237226	PAI, FERRIS	PV-175372	38.52
237227	PRIMICIAS, MELISSA	PV-175373	133.75
237228	RINKE, ANGELA	PV-175375	66.34
237229	ROCHE, ANN	PV-175374	254.13
237230	ROMBERG, STEPHANIE	PV-175376	167.46
237231	SELIKSON, DEBBIE	PV-175378	17.66
237232	SHERRIE, LORRAINE	PV-175377	46.01
237233	SIELING, TARA	PV-175379	102.72
237234	TAYNE, JULIE	PV-175380	170.67
237235	TRUNCALE-LEVINE, DARLEEN	PV-175362	32.64
237236	VOSS, MICHELLE	PV-175381	142.85
237237	WALLACE, TIFFANY	PV-175382	8.03
237238	WEIS-DAUGHERTY, DENISE	PV-175383	181.37
237239	WHEELER, ANTOINETTE T	PV-175384	49.76
237240	YOUNT, CHRISTINE	PV-175385	96.84
237241	DAGARIN, JEAN-MARI	PV-175347	161.04
237242	HARMAN, NANCY	PV-175359	189.93
237243	CAPISTRANO UNIFIED SCHOOL DIST	CM-170195	2.09-
		CM-170196	1.40-
		CM-170197	1.76-
		PO-360337	75,047.40
237244	CAPISTRANO USD	PO-360335	74,911.12
237245	BENS ASPHALT	PO-364439	9,416.00
237246	CITY OF SAN JUAN CAPISTRANO	PO-360109	1,173.99
237247	CONSOLIDATED ELECT DISTR	PO-360237	5,807.04
237248	DENNIS PATRICK HANNA	PO-364930	2,050.00
		PO-365152	2,900.00
237249	MOULTON NIGUEL WATER	PO-360111	7,834.59
237250	PROJECT DIMENSIONS	PO-366703	6,615.00
		PO-366706	12,510.00
		PO-366709	16,560.00
237251	Q FENCE AND FABRICATION INC.	PO-360242	8,328.00

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237252	SAN DIEGO GAS & ELECTRIC	PO-360310	215,273.48
237253	SANTA MARGARITA WATER	PO-360112	7,687.18
237254	SO CAL GAS CO	PO-360224	7,612.69
237255	VIRTUAL WATER SERVICES	PO-361883	775.80
		PO-362472	1,173.63
237256	WEST COAST ARBORISTS INC.	PO-363631	8,930.00
237257	Q FENCE AND FABRICATION INC.	PO-353697	5,300.00
237258	WOLVERINE FENCE COMPANY INC	PO-364956	16,946.00
237259	GUIDA SURVEYING INC.	PO-366298	5,900.00
237260	US BANK NATIONAL ASSOCIATION	PO-366734	108,805.48
237261	1ST JON	PO-365798	526.29
237262	A-1 AWARDS & ENGRAVING	PO-362666	90.56
237263	ADVANTAGE WEST INVESTMENT	PO-361124	11,421.93
237264	ALL FOUR STRINGS	PO-366608	3,495.72
237265	AMS.NET INC	PO-365441	25,300.00
237266	ANIMAL PEST MANAGEMENT SERVICE	PO-361091	4,395.00
237267	ASSURED FIRE SYSTEMS INC	PO-361810	8,505.00
237268	BACKYARD BRAINS	PO-366293	274.99
237269	BEN'S MUSIC WORKSHOP INC	PO-362141	58.60
		PO-366702	321.40
237270	CAMCOR INC	PO-365955	349.05
		PO-366101	123.97
		PO-366102	330.58
		PO-366208	291.79
		PO-366209	510.62
		PO-366491	818.30
237271	CINTAS CORP #640	PO-360614	25.71
		PO-362005	382.06
		PO-365216	533.25
		PO-366025	174.12
237272	CINTAS FIRST AID & SAFETY	PO-365314	257.83
237273	COMPLETE OFFICE OF CA	PO-360644	333.21
		PO-360867	254.62
		PO-366361	43.08
237274	DUNN-EDWARDS CORP	PO-366363	1,780.01
237275	EBERHARD EQUIPMENT	PO-361249	3,838.93
237276	FASTENAL	PO-361583	143.29
		PO-363824	483.30
		PO-366280	242.76
237277	FUN AND FUNCTION	PO-366100	44.92
237278	GANAHL LUMBER	PO-360170	2,080.26
237279	HD SUPPLY CONSTRUCTION AND	PO-360114	73.67
		PO-365791	421.30
237280	HD SUPPLY FACILITIES MAINTN	PO-360122	424.84
237281	HEATING & COOLING SUPPLY	PO-360124	881.26

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237282	HIRSCH PIPE & SUPPLY	PO-360174	43.42
		PO-366315	199.02
237283	JRP DESIGN	PO-366728	1,130.32
237284	LOCAL JANITORIAL & VACUUM	PO-361095	1,210.44
		PO-366029	244.00
237285	LOS ANGELES FREIGHTLINER	PO-366181	1,613.75
237286	THE ALARM AND SPRINKLER CO INC	PO-365832	990.00
237287	LAKESHORE LEARNING MATLS	PO-361341	30.70
237288	ALZAMORA, FERNANDO OR LUCERO	PV-175333	357.81
237289	ALZUBAIDI, OMAR	PV-175474	85.40
237290	ARKEE, SHEILA	PV-175334	388.84
237291	BACILY, RIAD	PV-175475	839.34
237292	BANNERMAN, CARY OR KELLY	PV-175476	248.24
237293	BECKER, ANDREW OR KRISTINA	PV-175477	113.63
237294	BUI, HONG OR LINH LE	PV-175478	65.91
237295	CHEN, EDWARD OR LYNN	PV-175479	238.18
237296	CIPOLLONE, JOSEPH AND/OR DEBRA	PV-175480	98.44
237297	CLARK, BRIAN OR YOLANDA	PV-175481	103.36
237298	CONDIE, JOSHUA OR CAROL	PV-175482	30.60
237299	COON, MATTHEW/ERIKA	PV-175483	239.68
237300	DAVIS, HENRY AND/OR ELISABETH	PV-175484	364.01
237301	DESHAZER, ALEX OR DARCY	PV-175485	241.20
237302	DICK, CRAIG OR BILLIE	PV-175487	225.98
237303	DINSMORE, JENNIFER	PV-175577	477.64
237304	DIXON, KAREN	PV-175488	269.64
237305	GARCIA, MARIO OR SHANNON	PV-175489	229.19
237306	GARRINGER, RODNEY OR SARA	PV-175490	241.18
237307	GASCA, RAY OR KELLY	PV-175491	247.38
237308	GUDIPATI, SRINIVAS	PV-175492	470.80
237309	HAMEED, SHAWN	PV-175536	508.89
237310	HARRINGTON, JARED OR CANDICE	PV-175493	148.30
237311	HARRIS, DARREN OR NICOLE	PV-175575	2,298.24
237312	HIERONYMUS, PAUL OR DAYLENE	PV-175494	225.98
237313	JARRAD, AMJAD	PV-175502	403.60
237314	JONES, DANNY OR NANCY	PV-175503	382.20
237315	KNILANS, JANET OR FRED	PV-175506	241.18
237316	LAHAM, SAM	PV-175510	196.88
237317	LAXAMANA, WALTER	PV-175512	220.21
237318	LEVENDOSKI, RICHARD AND/OR LEA	PV-175514	451.97
237319	LONGORIA, RICARDO/YVONNE	PV-175574	3,491.47
		PV-175578	386.99
		PV-175579	594.86
237320	LOUIE, DARRYL OR CATHERINE	PV-160478	219.79
237321	LURATI, EDWARD AND ANGELICA	PV-175523	780.67
237322	MACNAMARA, DANIEL OR ALICIA	PV-175526	442.98

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237323	MARDER, JEFF	PV-175527	216.57
237324	MARTINEZ, ROBERTO OR CHRISTINA	PV-175528	172.27
237325	MATHIESEN, DAN OR TARA	PV-175529	314.58
237326	MAZZINI, VICTOR OR YADIRA	PV-175530	193.24
237327	MEHLING, MICHAEL OR HOLLY	PV-175533	487.28
237328	MENDOZA, ALFREDO	PV-175576	784.43
237329	MOHEB, MEHRDAD	PV-175534	103.36
237330	MOLYNEUX, THOMAS OR CHRISTINA	PV-175531	145.95
237331	MYERS, EDWIN OR BRENDA	PV-175532	580.80
237332	NAKANISHI, KAZUYAKI OR LEANNE	PV-175535	359.52
237333	NUNEZ, GERARDO OR ELIZABETH	PV-175537	203.30
237334	O'NEILL, KENNETH/JENNIFER	PV-175538	393.76
237335	PATTERSON, DOUG OR COURTNEY	PV-175539	215.71
237336	PIPPEN, JOHN OR DOREEN	PV-175540	1,012.22
237337	QUACH, HOANG	PV-175543	147.23
237338	QUENGA, JOSEPH OR TRACY	PV-175546	826.04
237339	RAMIREZ, JOSE	PV-175547	353.10
237340	RAZEGHI, MAX OR MAHSA	PV-175557	241.18
237341	REILLE, WENDI	PV-175548	426.93
237342	RICHARDS, EDWARD OR ANITA	PV-175549	324.85
237343	RIVERA, LISA	PV-175560	235.83
237344	RODAS, PHILLIP OR CAROLYN	PV-175551	223.95
237345	RODIN, LAUREL	PV-175553	509.32
237346	ROTH, JAY &/OR KERI	PV-175555	275.63
237347	SNYDER, BRENT OR RENEE	PV-175562	113.21
237348	STALKER, CLINT OR GINA	PV-175564	364.01
237349	STEVENS WALSH, KAREN	PV-175570	211.22
237350	SUTHERLAND, GARY OR RACHEL	PV-175566	130.97
237351	VON DWINGELO, ANTHONY	PV-175569	107.86
237352	WHEATON, TIMOTHY OR MELISSA	PV-175572	426.93
237353	BLIND CHILDREN'S LEARNING	PO-364126	7,221.00
237354	BRIAN R SCIACCA ATTY AT LAW	PO-366342	9,000.00
237355	HOWES, JODEEN AND/OR JEREMY	PO-361234	1,033.62
237356	JENNIFER RAO	PO-362426	1,378.20
237357	JOANNA AND JACOB RAMEY	PO-361839	899.00
237358	LAW OFFICE OF WENDY R DURLAO	PO-366485	7,987.50
237359	LAW OFFICES OF KATHLEEN LOYER	PO-366341	7,500.00
237360	MICHAEL AND CHANDRA GIBSON	PO-366472	5,000.00
237361	PARADIGM HEALTH CARE SERVICES	PO-361736	1,000.00
237362	PERRY PASSARO PHD	PO-361984	500.00
237363	PROVIDENCE SPEECH AND	PO-363093	2,037.50
		PO-366739	92.50
237364	SANDY AND/OR MAYNARD RAINS	PO-364878	81.21
		PO-366482	541.61
237365	ALAMEDA COUNTY OFC EDUC	PO-365264	250.00

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237366	ALWARD, TANIA	PV-175399	135.00
237367	AP BY THE SEA	PO-366634	800.00
		PO-366635	775.00
		PO-366636	775.00
237368	AVERA, STEPHANIE	PV-175400	612.59
237369	BLANEY, WILLIAM	PV-175395	166.81
237370	BUREAU EDUC & RESEARCH	PO-365082	245.00
		PO-365340	245.00
		PO-365341	245.00
237371	CA SCHOOL EMPLOYEES ASSN	PO-365643	1,090.00
237372	CAHPERD	PO-365741	740.00
237373	CALTAC-PBIS INC	PO-366720	8,750.00
237374	CATE	PO-365302	180.00
237375	CHACON, LORRAINE	PV-175392	166.81
237376	EAGLE SOFTWARE	PO-364721	2,625.00
		PO-365262	2,500.00
237377	ESTER, JUDY	PV-175394	190.74
		PV-175397	29.16
237378	FRED PRYOR SEMINARS	PO-364266	149.00
237379	HULSE, MICHAEL	PV-175396	677.28
237380	INTERNATIONAL BACCALAUREATE	PO-366036	739.00
237381	MARTINEZ, GARY R.	PV-175387	66.34
237382	MEADORS, RICHARD	PV-175398	27.54
237383	NCTE	PO-360446	365.00
237384	O'GORMAN, WAI MEE	PV-175388	71.76
237385	OCDE	PO-361532	50.00
		PO-363273	600.00
		PO-364491	900.00
		PO-364546	2,000.00
		PO-364728	190.00
		PO-364906	300.00
		PO-365182	300.00
		PO-365374	70.00
		PO-365545	35.00
		PO-365743	600.00
		PO-366387	250.00
237386	ORANGE COUNTY DEPT OF EDUCATIO	PV-175402	1,800.00
237387	PACKARD, JILL	PV-175393	181.16
237388	SAN BERNARDINO CTY SUPT OF SCH	PO-364469	90.00
237389	SANTOS METCALF, HENRY	PV-175401	1,096.96
237390	SCHOOL SERVICES OF CALIF	PO-363138	205.00
		PO-363663	2,255.00
		PO-365078	205.00
237391	SCOTT, KAREN	PV-175391	190.74
237392	SOUTHERN CA AP INSTITUTE	PO-366188	1,510.00

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Warrant Number	Name of Payee	Reference Number	Amount
237393	THINKING MAPS	PO-365698	1,200.00
237394	VC SELPA	PO-363792	150.00
237395	WOODWARD, JENNIFER	PV-175389	721.53
237396	YOUNG, COLIN	PV-175390	23.01
237397	OC STEM	PO-365456	800.00
237398	APPLE LEARNING COMPANY	PO-363096	6,420.00
237399	BESTGEN, MARY	PO-363086	900.00
237400	BETHANY R REDDINGER	PO-365230	250.00
237401	BROWN UNIVERSITY	PO-362960	3,702.89
237402	CAPITOL ADVISORS GROUP LLC	PO-361332	4,000.00
237403	CONTEMPORARY SERVICES CORP.	PO-362371	1,140.00
237404	DISCOVERY EDUCATION	PO-366192	2,500.00
237405	JOANNA AND JACOB RAMEY	PO-361839	875.00
237406	KERN CNTY SUPT OF SCHOOLS	PO-365083	2,600.00
237407	LCRA TRUST	PO-361283	2,835.00
237408	LEADERSHIP ASSOCIATES	PO-365144	6,200.00
237409	OCDE	PO-362345	1,035.00
		PO-364007	562.50
237410	WEBB, METZLI	PO-366733	300.00
237411	J.L. COBB PAINTING	PO-356993	50,000.00
237412	2NDGEAR LLC	PO-366352	452.55
237413	MAIER INTERNATIONAL INC	PO-361815	7,225.00
237414	MESA GOLF CARTS	PO-361102	61.31
		PO-366033	3,836.94
237415	MILLER MECHANICAL	PO-365031	2,548.00
237416	MUSIC IN MOTION	PO-366083	39.95
237417	NATHANJAFFAN PHOTOGRAPHY	PO-366014	875.00
237418	OTICON INC	PO-365503	1,584.14
237419	PARKHOUSE TIRE INC.	PO-362081	2,960.53
237420	PEP BOYS	PO-360814	239.21
237421	PERMA-BOUND	PO-365626	1,107.60
		PO-366269	3,717.37
237422	PINNACLE PETROLEUM INC	PO-363656	18,289.35
237423	QUALITY TOWING	PO-361084	181.00
237424	RG TECH SERVICES	PO-365755	1,008.75
237425	RINCON TRUCK CENTER INC	PO-361828	8,651.80
237426	ROMAINE ELECTRIC CORP	PO-365429	1,020.55
237427	SAFETY-KLEEN SYSTEMS INC	PO-361857	952.87
237428	SCHOOLMASTERS	PO-366026	220.34
237429	SIGNS BY CREATIONS UNLIMITED	PO-360213	349.11
237430	SMARDAN SUPPLY COMPANY	PO-360214	161.67
		PO-365703	526.70
237431	SNAP-ON INDUSTRIAL	PO-361087	905.66
237432	STENHOUSE PUBLISHERS	PO-366360	2,500.00
237433	ACCREDITING COMMISSION FOR	PO-365320	40.00

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237434	ASSOC BUSINESS PRODUCTS	PO-361491	94.93
237435	BEACH CITIES GLASS INC	PO-360979	8.17
		PO-366045	1,092.03
237436	BEE MAN	PO-366446	925.00
237437	BIG D SUPPLY	PO-360139	120.14
237438	BJ BINDERY	PO-360650	422.00
237439	CAROLINA BIOLOGICAL SUPPLY CO	PO-365559	5,527.36
237440	CDW GOVERNMENT	PO-365877	301.31
		PO-366220	244.57
		PO-366226	244.57
		PO-366294	244.57
		PO-366389	26,413.71
		PO-366448	244.57
		PO-366454	244.57
		PO-366456	3,179.43
		PO-366502	2,934.86
		PO-366531	244.57
237441	CLARK SECURITY	PO-360140	2,439.03
237442	CLASSROOM PRODUCTS	PO-366547	262.68
237443	COSTCO S.J.C.	PO-365155	62.24
237444	DENAULT'S HARDWARE	PO-360093	19.36
237445	EHP INTERNATIONAL INC	PO-366335	2,967.44
237446	EWING IRRIGATION PRODUCTS INC	PO-362144	3,602.80
237447	EXCEPTIONAL TEACHING INC	PO-366246	1,549.59
237448	GLEN PRODUCTS	PO-360171	919.34
237449	IMAGE 2000	PO-361094	121.16
237450	IPEVO INC	PO-366497	284.57
237451	KNORR SYSTEMS INC	PO-364352	96.00
		PO-364353	2,566.28
237452	LIFE TRENDS GROUP TLTG INC	PO-366312	564.36
237454	BRAIN BUILDERS STEM EDUCATION	PO-360995	5,178.00
		PO-366768	5,109.00
237455	CAPISTRANO CONNECTIONS ACADEMY	PO-360073	1,308,269.00
237456	CERTIFIED TRANSPORTATION	PV-175501	3,633.40
237457	COMMUNITY ROOTS ACADEMY	PO-360075	251,935.00
237458	FAST DEER BUS CHARTER INC	PV-175486	16,332.50
237459	GUIDED DISCOVERIES	PO-364270	25,165.00
		PO-366578	2,500.00

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237460	HOWARD TECHNOLOGY SOLUTIONS	PO-366222	24.50
		PO-366227	24.50
		PO-366450	24.50
		PO-366455	24.50
		PO-366457	318.50
		PO-366458	2,646.00
		PO-366494	24.50
		PO-366504	294.00
		PO-366519	1,617.00
		PO-366529	318.50
		PO-366540	147.00
		PO-366554	1,225.00
237461	IRVINE RANCH OUTDOOR ED CENTER	PO-366711	11,480.00
237462	IXL LEARNING INC	PO-366606	5,175.00
237463	JOURNEY CHARTER SCHOOL	PO-360072	187,674.00
237464	OCEAN INSTITUTE	PO-366713	10,000.00
237465	OPPORTUNITY FOR LEARNING	PO-360071	56,043.00
237466	ORANGE COUNTY ACADEMY OF	PO-360405	99,993.00
237467	OXFORD ACADEMY	PO-360074	333,607.00
237468	STONEWARE INC.	PO-365484	330.00
237469	XEROX CORPORATION	PO-360629	109,877.37
		PO-360630	51,455.52
		PO-360631	25,395.30
237470	OPPORTUNITY FOR LEARNING	PV-175504	43,579.61
237471	SUPER DUPER INC.	PO-366145	429.90
		PO-366254	202.73
237472	SWEETWATER SOUND	PO-366080	187.51
		PO-366146	324.16
237473	SWIM DEPOT	PO-361709	5,932.11
237474	TANDUS CENTIVA US LLC	PO-361847	2,835.00
237475	TEACHERS DISCOVERY	PO-366092	98.29
237476	THINKING MAPS	PO-366418	7,298.34
237477	TRUCPAR CO	PO-361580	1,003.63
237478	TUTTLE-CLICK FORD	PO-363300	4,606.40
237479	ULINE	PO-360129	905.71
		PO-366278	969.14
237480	UNITRAX	PO-361322	1,556.35
237481	UNIVERSITY OF CHICAGO	PO-365973	473.92
237482	VERIZON WIRELESS	PO-366506	14.88
237483	WARD'S	PO-364651	3,816.25
		PO-365470	3,826.27
237484	WESTERN GRAPHIX	PO-361060	175.00
237485	WHITE FLITE DOVE RELEASE	PO-366566	300.00
237486	ELE, APRIL OR ROGER	PV-175545	36.59
237487	FERREN, MATHEW & KATIE	PV-175541	438.06

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237488	GARCIA, DANIEL	PV-175550	139.31
237489	GORMLEY, WILLIAM	PV-175552	485.35
237490	KHALEGHI, BEHNAM OR NAZILA	PV-175556	177.19
237491	LOPEZ, GREGORY & MICHELLE	PV-175558	256.80
237492	REDING, CLAIRE AND/OR SHAD	PV-175544	283.77
237493	SCACCIANOCE, PAUL OR MICHELLE	PV-175559	167.78
237494	SPOTSWOOD, EVAN &/OR JENNIFER	PV-175561	236.25
237495	THOMAS, FERNANDO OR JACLYN	PV-175563	116.84
237496	TILSTRA, LORENA OR RUSSELL	PV-175571	326.89
237497	TRITZ, RICHARD OR JULIE	PV-175573	31.99
237498	WAIKLE, KARLY	PV-175554	207.36
237499	BAKER, BRAD	PV-175587	79.89
237500	CHAVEZ, JENNIFER	PV-175598	20.00
237501	DASCOLI, KRYSTIE	PV-175590	10.00
237502	DIFRANCESCO, CELESTE	PV-175589	10.00
237503	GARCIA, SAMMY / MARIA	PV-175603	87.00
237504	HAGAN, CASEY OR DEBORAH	PV-175599	81.00
237505	JUDD, LISA	PV-175595	575.00
237506	KROCHMALNY, BECKY	PV-175596	30.00
237507	LEONARD, MARYDALE	PV-175582	21.49
237508	LOPEZ, NATHALIE	PV-175593	15.00
237509	MILLER, ROBERT	PV-175584	117.67
237510	MONTGOMERY, RICH	PV-175585	91.31
237511	PIRUCKI, JEANETTE EDWARDS	PV-175602	107.00
237512	ROMAN, STACY	PV-175586	42.41
237513	SAGLEMBENI, MEL	PV-175594	575.00
237514	SAWYER, PAMELA	PV-175588	102.32
237515	SOUTHERN, GRACE	PV-175591	11.00
237516	STEWART, DAVID	PV-175581	56.33
237517	STRAW, JAMES	PV-175601	15.00
237518	THIBEAU, LORI	PV-175580	1,000.00
237519	TOBIA, BRITT OR LESLIE	PV-175597	10.00
237520	TRAN, ANTHONY	PV-175583	145.78
237521	YARTZ, COURTNEY	PV-175592	13.00
237522	SEDLICK, SCOTT	PV-175604	171.40
237523	ADDISON, CHAD	PV-175734	484.73
237524	BACON, LISA	PV-175737	85.00
237525	BROWN, SUSAN	PV-175736	155.97
237526	CHICAS, CARLOS	PV-175738	1,794.08
237527	CROWLEY, HEIDI	PV-175739	40.02
237528	DAVIS, JEREMY	PV-175740	351.69
		PV-175741	804.12
237529	DELFOSE, MICHAEL	PV-175742	300.00
237530	GARCIA, JERI	PV-175733	1,263.38
237531	GERHARD, DRU	PV-175744	113.48

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Warrant Number	Name of Payee	Reference Number	Amount
237532	GODFREY, NICOLE	PV-175743	300.00
237533	GRANT, TRACY	PV-175745	1,505.15
237534	GUILLEN, NEREIDA	PV-175746	89.01
237535	HACIEVLIYAGIL, MELISA	PV-175747	407.01
237536	HAMPTON, CLARK	PV-175748	222.90
		PV-175749	555.48
237537	HOLLEY, MARK	PV-175750	299.80
237538	JONES, JOSEPH	PV-175762	1,322.46
237539	LOPINTO, STEVE	PV-175729	76.08
237540	LOVETT, NIKKI	PV-175732	1,038.96
237541	MARTIN, GRANT	PV-175735	270.00
237542	MEDINA-SABAD, KRISTEN	PV-175751	270.28
237543	O'LEARY, DARLA	PV-175728	76.08
237544	RANDLE, JESSICA	PV-175752	300.00
237545	SAMSON, KRISTEN	PV-175731	76.08
237546	SCOTT, AMY	PV-175757	300.00
237547	SLIPAKOFF, ROBYN	PV-175756	298.87
237548	SMITH, LEAH	PV-175755	299.00
237549	ST JOHN, ANDREA	PV-175754	299.76
237550	STANLEY, KARIN	PV-175753	280.00
237551	STEPHENS, DARA	PV-175730	76.08
237552	TORRES, JOY E	PV-175758	300.00
237553	WAIZINGER, LISA	PV-175761	98.00
237554	WEBB, JILL	PV-175759	135.00
237555	WRAY, ALLISON	PV-175760	300.00
237556	Abel 06, Tracy	PV-175406	167.25
237557	Ballmer 06, Shana	PV-175412	31.00
237558	Bell 06, James	PV-175417	71.50
237559	Bencheikh 02, Hayet	PV-175421	10.25
237560	Burse 06, Debbie	PV-175427	33.75
237561	Castille 05, Mary	PV-175418	12.00
237562	Chicoine 02, Amy	PV-175404	10.00
237563	Chung 06, Elinore	PV-175416	59.00
237564	Conger 01, Lynne	PV-175407	82.25
237565	Green 05, Mary Ann	PV-175403	35.50
237566	Karim 06, Cindy	PV-175415	36.90
237567	Menosky 06, Laurie	PV-175413	33.25
237568	Miller 06, Jennifer	PV-175414	34.75
237569	Mitchell 06, Lisette	PV-175409	19.75
237570	Naval 06, Jay	PV-175426	28.00
237571	Olsen 05, Erica	PV-175420	40.00
237572	Rapp 06, Jill	PV-175424	41.50
237573	Shreve 06, Katie	PV-175425	23.75
237574	Song 06, Lu Ann	PV-175411	75.00
237575	Suski 05, Sherrie	PV-175419	129.75

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Warrant Number	Name of Payee	Reference Number	Amount
237576	Tawil 06, Gracie	PV-175422	78.75
237577	Thayer 02, Thanh	PV-175405	19.85
237578	Wilson 06, Corey	PV-175408	20.25
237579	Yashar 06, Ed	PV-175410	10.00
237580	Zalta 06, Deanna	PV-175423	51.75
237581	Badir 05, Nadine	PV-175438	106.15
237582	Bolling 06, Megan	PV-175432	100.75
237583	Bost 06, Satkin	PV-175437	50.25
237584	Bouza 18, Zaher	PV-175441	33.50
237585	Braman 04, Christopher	PV-175440	175.00
237586	Bundy 05, Linda	PV-175450	37.50
237587	Canaria 04, Cristina	PV-175452	108.50
237588	Clark 05, Laura	PV-175453	30.50
237589	Dumhart 05, Julie	PV-175429	13.65
237590	Eichner 06, Julie	PV-175433	42.00
237591	Ewoldt 06, Danette M	PV-175435	28.30
237592	Henry 05, Kathleen	PV-175439	79.75
237593	Jamison 06, Susan	PV-175428	11.60
237594	Kalfus 05, Marianne	PV-175442	89.50
237595	Lush 03, Dana	PV-175444	42.25
237596	Nevarez 03, Pam	PV-175431	58.35
237597	Nishida 05, Brooke	PV-175448	37.50
237598	Nix 03, Debbie	PV-175449	83.25
237599	Parham 05, Kimberly	PV-175447	64.00
237600	Preston 05, Michelle	PV-175430	40.25
237601	Sahargun 05, Heather	PV-175443	71.75
237602	Salinas 06, Antonio	PV-175436	68.25
237603	Schreiner 06, Cathy	PV-175434	150.00
237604	Smith 02, Leslie	PV-175445	42.75
237605	Wheeler 04, Noelle	PV-175446	391.70
237606	AKHLAGHI, NICOLE	PV-175713	417.30
237607	BACOPULOS, DANA	PV-175680	114.49
237608	BARTON, KEVIN	PV-175682	98.44
237609	BRUNTON, MICHELLE	PV-175677	130.54
237610	BUCKMAN, JENNIFER	PV-175683	141.24
237611	BUTLER, SUSAN	PV-175714	154.08
237612	CAUDILL, AMANDA	PV-175689	250.38
237613	CHICAS, CARLOS	PV-175679	200.88
237614	COURY, CRISTINA	PV-175696	432.21
237615	DALLATORRE, KARLA	PV-175668	31.03
237616	DEWALD, NICHOLAS	PV-175701	14.45
237617	EILER, CHRISTINE	PV-175690	179.76
237618	ERVAIS, MEG	PV-175697	298.08
237619	EXWORTHY, MARK	PV-175678	262.15
237620	FAUTUA, CARON	PV-175685	47.62

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237621	FINMAN, MARIE	PV-175692	37.45
237622	FISHER, CLARK	PV-175451	105.00
237623	FLYNN, MARGARET	PV-175672	181.90
237624	FORD, DEON	PV-175711	102.19
		PV-175712	62.60
237625	HALL, SHEILA	PV-175724	276.60
237626	HAMMOND, DARCY	PV-175673	148.20
237627	HANAFORD, LAURA	PV-175705	104.86
237628	HERTZ, JANA	PV-175686	79.72
237629	HEUSER, RACHEL	PV-175687	237.01
237630	HUNKER, WILLIAM	PV-175669	149.80
237631	INFANTE, MARIA CECILIA	PV-175726	109.14
237632	JONES, JOSEPH	PV-175707	134.29
237633	KATO, WENDI	PV-175721	35.31
237634	KAUO, JOE	PV-175708	6.42
237635	KHALAF, REEM	PV-175693	13.91
237636	KIMMELL, JULIE	PV-175684	125.73
237637	MCCLELLAN, REBECCA	PV-175700	34.24
237638	MCCORMICK, LENORE	PV-175710	12.84
237639	MCKEE, DANISE	PV-175676	213.46
237640	MCMORRAN-MAUS, KRISTA	PV-175703	151.94
237641	MICKLE, JACQUELINE	PV-175716	98.44
237642	MORAND, CARA	PV-175688	195.81
237643	NAPORA, NOELLE	PV-175675	173.34
237644	NETH, JESSICA	PV-175720	73.83
237645	O'LEARY, DARLA	PV-175706	77.04
237646	PARK, REBECCA	PV-175699	27.82
237647	PATTERSON, DEBBIE	PV-175704	170.67
237648	PETERSON, DEBRA	PV-175670	136.96
237649	PETTEY, STEPHANIE	PV-175725	121.50
237650	REHNELT, AMY	PV-175702	11.77
237651	SCHOOLER, DEBORAH	PV-175718	146.06
237652	STEPHENS, DARA	PV-175727	38.52
237653	STIRLING, ROBERT	PV-175671	141.24
237654	TALILI, MAILUMAI	PV-175723	280.88
237655	TERHUNE, CYNTHIA	PV-175715	239.15
237656	TICE, RUTH	PV-175681	48.15
237657	WALLACE, TIFFANY	PV-175698	34.24
237658	WEINSTEIN, MARYBEL	PV-175695	40.13
237659	WESTON, KELLY	PV-175691	262.15
237660	WIEDEMAN, LORI	PV-175717	115.57
237661	WILSON, TAMMY	PV-175709	12.84
237662	Ahmann 01, Kara	PV-175461	42.50
237663	Brodoff 04, Alyce	PV-175464	74.25
237664	Crummett, Jacquelyn	PV-175473	130.54

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237665	Dickson 04, Brynn	PV-175468	52.00
237666	Diluchio 04, Bob	PV-175459	28.50
237667	ECOLAB PEST ELIMINATION	PV-175495	67.81
		PV-175496	180.84
		PV-175497	181.71
		PV-175498	182.58
		PV-175499	90.42
		PV-175500	180.84
		PV-175505	173.05
		PV-175507	67.81
		PV-175508	90.42
		PV-175509	180.84
237668	Freitag 04, Janet	PV-175463	19.00
237669	Frial 04, Carmela	PV-175456	28.92
237670	Greene 04, Jennifer	PV-175466	97.75
237671	Ho 05, Camille	PV-175467	150.75
237672	Joffrion 06, Joe	PV-175469	32.65
237673	Lambiase 04, Cathy	PV-175460	35.75
237674	Leiva 05, Denise	PV-175465	51.75
237675	MILLER MECHANICAL	PV-175511	123.71
		PV-175513	275.00
		PV-175515	159.76
		PV-175517	152.66
		PV-175518	526.62
		PV-175519	184.16
		PV-175520	382.71
		PV-175521	118.32
		PV-175522	183.07
		PV-175524	569.87
		PV-175525	175.00
237676	Mitchell 04, Brian	PV-175462	57.75
237677	Nobles 02, Kelly	PV-175470	27.25
237678	OFFICE DEPOT	PV-175472	58.50
237679	PLASTIC PACKAGE INC.	PV-175605	2,845.80
237680	Richerson 04, Rachel	PV-175455	100.00
237681	SMART & FINAL	PV-175471	12.31
237682	Sims 02, Robert	PV-175457	10.90
237683	Snyder 03, Dan	PV-175458	10.00
237684	Vega 05, Rene	PV-175454	41.30
237685	CITY OF SAN JUAN CAPISTRANO	PO-360109	890.79
237686	SAN DIEGO GAS & ELECTRIC	PO-360310	78,117.79
237687	SANTA MARGARITA WATER	PO-360112	3,225.61
237688	SO CAL GAS CO	PO-360224	3,161.22
237689	SOUTH COAST WATER DISTRICT	PO-360113	7,746.48
237690	SOUTHERN CALIFORNIA EDISON	PO-360309	3,318.26

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237691	KNOWLAND CONSTRUCTION SERVICES	PO-357137	22,016.00
		PO-357138	51,425.00
		PO-363652	32,810.00
237692	SCHOOL FACILITY CONSULT	PO-364493	9,744.25
237693	AMSTERDAM	PO-366238	99.48
237694	AMSTERDAM PRINTING & LITHO	PO-366364	919.72
237695	B & H PHOTOGRAPHY	PO-366151	239.85
		PO-366202	999.00
		PO-366205	107.80
237696	C D T INC.	PO-364818	586.30
237697	CAMCOR INC	PO-364646	760.33
		PO-365717	99.17
		PO-366495	1,047.14
237698	CDW GOVERNMENT	CM-170199	200.42-
		PO-364742	15.53
		PO-365949	52.59
		PO-366461	645.85
		PO-366487	671.28
		PO-366515	16,141.71
		PO-366528	3,179.43
		PO-366539	1,467.43
		PO-366551	12,228.57
		PO-366560	4,646.86
		PV-175663	200.42
237699	COMPLETE OFFICE OF CA	PO-360142	237.03
		PO-360644	19.97-
		PO-360867	54.45
		PO-361127	46.86
237700	COSTCO S.J.C.	PO-365155	87.89
237701	CULVER-NEWLIN	PO-365644	374.97
		PO-365809	299.55
237702	DISCOUNTELL INC	PO-366090	686.40
237703	DUNN-EDWARDS CORP	PO-360168	53.01
		PO-366363	3,142.59
237704	ELITE SHEET METAL INC	PO-363377	1,974.00
237705	EVERBIND/MARCO BOOK CO	PO-365929	4,821.69
237706	FLINN SCIENTIFIC INC	PO-366414	9.58
237707	GANAHL LUMBER	PO-360170	243.17
237708	GLOBAL EQUIPMENT CO	PO-364924	634.98
237709	HIRSCH PIPE & SUPPLY	PO-366315	3,381.59
237710	HITT MARKING DEVICE	PO-366416	33.04
237711	IMAGE 2000	PO-366197	359.72
237712	J W PEPPER & SON INC	PO-365279	66.27
		PO-365446	289.73
237713	LIFE TRENDS GROUP TLTG INC	PO-366150	71.34

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Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
237714	LIFETRENDS GROUP	PO-366656	367.50
237715	LOS ANGELES FREIGHTLINER	PO-366181	4,677.09
237716	itURITY	PO-366431	124.49
237717	Alexander 06, Renee	PV-175657	26.95
237718	CAL TROPIC	PV-175651	4,492.80
237719	Cochran 01, Jennifer	PV-175658	14.15
237720	GALASSO'S BAKERY	PV-175620	462.00
		PV-175621	399.94
		PV-175622	458.13
		PV-175624	518.55
		PV-175625	324.75
		PV-175626	649.81
		PV-175627	497.90
		PV-175629	138.70
		PV-175630	174.75
		PV-175631	207.95
		PV-175633	147.85
		PV-175635	68.40
		PV-175636	169.89
		PV-175637	115.55
		PV-175638	146.10
		PV-175639	71.20
		PV-175641	70.20
		PV-175642	39.30
		PV-175643	2,202.65
237721	OFFICE DEPOT	PV-175665	62.69
		PV-175666	47.37
		PV-175667	26.15
237722	P & R PAPER SUPPLY COMPANY	PV-175649	13,904.97
237723	Pattin 3, Pamela	PV-175656	44.25
237724	Ripperger 06, Laurie	PV-175660	40.25
237725	SMART & FINAL	PV-175650	65.34
237726	Suarez 03, Laurie	PV-175659	110.15
237727	BAILEY, REBECCA	PV-175606	100.03
237728	BLAND, LISA	PV-175607	97.32
237729	BOWDEN, JOANNA	PV-175608	74.37
237730	BRAUN, KIRSTY	PV-175609	32.29
237731	BROOKMAN, JOSEPH	PV-175610	327.59
237732	BROWN, SUSIE	PV-175611	73.30
237733	COPPAGE, CARRI	PV-175612	105.93
237734	ENDER, PAMELA	PV-175613	367.54
237735	GONZALES, KATHLEEN	PV-175614	148.73
237736	HARVEY, LAUREN	PV-175615	143.91
237737	KERINS, TRACY	PV-175616	8.03
237738	KLISTER, PAMELA	PV-175617	9.63

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Board of Trustees Warrant Listing  
\*----- Fiscal Year: 2016-17 -----\*  
Board of Trustees Meeting....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237739	KONOGIERIS, KATHI	PV-175618	110.21
237740	KROGMAN, DEBRAH	PV-175619	238.07
237741	MARINO, ANJULI	PV-175623	219.03
237742	PARKER, LAURA	PV-175632	149.26
237743	PEREZ, NICOLE	PV-175628	14.98
237744	SCOTT, KAREN	PV-175640	65.81
237745	SELECMAN, LANA	PV-175634	82.92
237746	SHUMATE, DAGMAR	PV-175644	314.58
237747	ST JOHN, ANDREA	PV-175645	36.92
237748	STAYBERG, BRITTANY	PV-175646	184.04
237749	TERPSTRA, TRACI	PV-175647	17.12
237750	VILCEK, JULIE	PV-175648	124.65
237751	MCCOOL FLOWERS INC	PO-366632	429.82
237752	MITCHELL1	PO-366001	1,453.55
237753	NASCO MODESTO	PO-365356	4.40
		PO-366235	189.60
		PO-366390	135.20
237754	NCS PEARSON INC.	PO-366173	2,451.75
237755	OFFICE DEPOT	PO-360314	372.78
		PO-360696	1,313.46
		PO-360700	525.81
		PO-360876	121.98
		PO-361014	471.37
		PO-361159	58.59
		PO-361167	398.99
		PO-362018	1,589.95
		PO-365395	257.89
237756	PARKER SCHOOL UNIFORMS LLC	PO-366325	1,486.30
		PO-366759	535.14
237757	PASCO SCIENTIFIC	PO-366417	94.05
237758	PLAYPOWER LT FARMINGTON INC	PO-360208	236.73
237759	PLURAL PUBLISHING INC.	PO-364760	95.41
237760	PRINT & FINISHING SOLUTIONS	PO-365481	570.14
237761	PRO-ED INC.	PO-366190	197.62
237762	PRUDENTIAL OVERALL SUP	PO-360911	65.72
		PO-362852	54.46
237763	PSYCHOLOGICAL ASSESSMENT RES	PO-366546	349.92
237764	REFRIGERATION SUPPLIES	PO-364195	462.48
237765	REPAIRZOOM	PO-363704	430.52
237766	RESOURCE BUILDING MATERIALS	PO-365533	742.40
237767	SANTA MARGARITA FORD	PO-362169	15.97
237768	SCHOOLMASTERS	PO-366326	220.34
237769	SIMPSON IRVINE INC	PO-362143	133.50
237770	STORAGE CONTAINER.COM	PO-366665	3,771.25
237771	TECHSMITH	PO-366591	314.55

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2016-17 =====\*  
Board of Trustees Meeting.....MAY 24, 2017

Warrant Number	Name of Payee	Reference Number	Amount
237772	UNITED RENTALS(NORTH AMERICA)	PO-364821	567.12
237773	UNITED TECHNOLOGY TRADE CORP	PO-366378	391.52
237774	WAL MART COMMUNITY/RFCSLLC	PO-362329	35.07
		PO-364231	209.11
		PO-364803	58.06
237775	WAL MART COMMUNITY/RFCSLLC	PO-360932	72.58
		PO-363383	103.38
		PO-363385	675.58
237776	WARD'S	PO-366499	645.42
237777	WARDS SCIENCE	PO-366408	117.63
237778	WATERLINES TECHNOLOGIES INC	PO-362619	1,735.75
		PO-364717	4,841.74
237779	WESTERN PUMP	PO-363883	757.50
237780	WAL MART COMMUNITY/RFCSLLC	PO-361413	140.34
		PO-361414	316.98
		PO-361415	176.52
237781	OFFICE DEPOT	PO-360697	80.72
237782	OFFICE DEPOT	PO-360697	78.33
237783	OFFICE DEPOT	PO-360697	78.33
237784	AMERICAN LOGISTICS COMPANY LLC	PV-175655	66,853.00
237785	DIGITAL NETWORKS GROUP	PO-366132	12,268.60
237786	ORANGE COUNTY DEPT OF EDUCATIO	PO-365198	452.00
237787	ORANGE CTY DEPT EDUC	PO-366650	2,000.00
237788	XEROX CORPORATION	PO-360629	69.38
237789	CalPERS	PO-366699	699.78
		PO-366700	3,010.90
237790	HYLTON, CHRIS AND/OR HERMINIA	PV-175662	404.89
237791	STATE BD EQUALIZATION	PV-175661	1,986.00
237792	US BANK-PARS#6746022400	PO-360508	12,341.57
237793	CORVEL CORPORATION	PO-360343	154,070.33
237794	UNUM LIFE INSURANCE	PO-360338	13,224.26
237795	CORVEL CORPORATION	PO-360343	183,853.08
814 Warrants			\$10,607,346.70

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**Capistrano Unified School District**  
**Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
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
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET, Inc.	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
AMS.NET, 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	4/19/2017
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	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.	Bid No. 1516-25 Asphalt Paving, Seal coating and Repair	5/11/2016
Ben's Asphalt, Inc.	Bid No. 1617-11, Concrete Repairs & Maintenance	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
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
Clear Source IT	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016

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**Capistrano Unified School District**  
**Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
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 (Dell Marketing LP)	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 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
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Informtion Technology Goods & Services	10/14/2015

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**Capistrano Unified School District**  
**Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Downtown Ford Sales	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Downtown Ford Sales	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Elk Grove Auto Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Auto Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Auto Group	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Ford	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Epic Machines, Inc.	California Multiple Award Schedule Contract (CMAS) Contract No. 3-14-70-3108A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
Epic Machines, Inc.	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Extron Electronics	California Multiple Award Schedule (CMAS) Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fred M. Boerner Motor Co.	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Freeway Toyota	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015

**Capistrano Unified School District  
Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
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
Gilbert & Stearns, Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage 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
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015

**Capistrano Unified School District**  
**Bids/RFP-Qs/Piggyback Bids**

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

**Capistrano Unified School District**  
**Bids/RFP-Qs/Piggyback Bids**

<b>VENDOR</b>	<b>TITLE</b>	<b>CUSD BOARD APPROVAL DATE</b>
Vector Resources, Inc.	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 Technology Goods and Services	12/14/2016
Vector USA	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
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
Waterline Technologies, Inc	Los Angeles Unified School District Bid Contract No 4400003040 for Swimming Pool Chemicals	7/22/2015
Weatherproofing Technologies	1516-08 Districtwide Roof Assessments & Preventative Roof Maintenance	9/9/2015
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
Winner Chevrolet	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Winner Chevrolet	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
WLC Architect	RFP No. 4-1617 - Architectural Services	4/19/2017
Wondries Fleet Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Wondries Fleet Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
X-Act Technology Solutions Incorp	1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

112650 A & R WHOLESALE DISTRIBUTORS	2,103,201.85
001018 A Z BUS SALES INC	914,654.39
146968 ABOVE ALL NAMES CONSTRUCTION	331,610.45
152532 ADVANTAGE WEST INVESTMENT	602,853.47
112173 ALLIANCE OF SCHOOLS FOR	2,055,737.00
120139 AMERICAN LOGISTICS COMPANY LLC	372,570.00
004090 APPLE COMPUTER INC	366,118.99
058875 ATKINSON ANDELSON LOYA	777,123.20
049767 BENS ASPHALT	817,834.30
146047 BOYS TOWN CALIFORNIA INC.	360,504.60
118161 CAPISTRANO CONNECTIONS ACADEMY	17,381,289.00
120141 CAPISTRANO UNIFIED SCHOOL DIST	2,989,932.67
151411 CAPISTRANO USD	378,510.53
106764 CDWG Inc	2,032,570.63
043026 CIGNA	373,639.64
018870 CITY OF SAN CLEMENTE	280,053.69
150903 CITY OF SAN JUAN CAPISTRANO	265,872.88
152548 CJK CONSTRUCTION MANAGEMENT	589,808.00
146265 COMMUNITY ROOTS ACADEMY	3,349,024.00
154142 CORVEL ENTERPRISE COMP	341,708.00
122828 CORVEL ENTERPRISE COMP INC	2,458,486.57
112600 COX COMMUNICATIONS	457,138.45
024000 CULVER-NEWLIN	454,602.68
105883 DAVE BANG ASSOCIATES	336,736.21
150706 EPIC MACHINES INC.	427,468.55
152838 FASTECH	349,658.86
149926 G.A. DOMINGUEZ	363,231.15
059154 HERITAGE SCHOOLS INC	352,526.45
122820 HMC	681,594.63
130047 HOLLANDIA DAIRY INC.	468,443.65
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
152347 KYA SERVICES LLC	502,200.05

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143562 LIBERTY PAPER	263,573.95
150703 MEBA C/O	42,094,755.27
061270 MOULTON NIGUEL WATER	330,583.31
021378 NEW HAVEN YOUTH & FAMILY	308,101.79
100369 OCEANVIEW SCHOOL	540,922.58
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
154724 PINNACLE PETROLEUM INC	358,322.51
150715 PORT VIEW PREPARATORY SCHOOL	467,485.60
153379 R. JENSEN CO INC	968,625.75
154085 RMV PA2 DEVELOPMENT LLC	4,934,072.38
078255 SAN DIEGO GAS & ELECTRIC	6,895,954.16
079190 SANTA MARGARITA WATER	275,371.25
153077 SCHNEIDER ELECTRIC BUILDINGS	1,176,427.38
150282 SILVER CREEK INDUSTRIES INC	523,277.80
084100 SO CA GAS CO	407,707.30
149669 SOUTH COAST ROP	2,561,943.85
122718 SOUTHERN CALIFORNIA EDISON	1,323,853.92
084770 SOUTHWEST SCHOOL SUPPLY	353,344.81
153712 STATES LINK CONSTRUCTION INC	1,299,245.31
148019 SUNBELT STAFFING LLC	250,276.25
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

**4. 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 six new agreements totaling \$2,016,933.88 and three amendments to existing agreements totaling \$334,677. 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***



**MAY 24, 2017 BOARD MEETING**  
**DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,**  
**FIELD SERVICE AND MASTER CONTRACT AGREEMENTS**

**NEW AGREEMENTS**

TYPE	CONTRACT NO	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
FSA	1617285	General Fund	R & S Flooring Solutions	Provide routine and usual maintenance for the preservation and protection of gymnasium floors at six high schools: Aliso Niguel High School, Capistrano Valley High School, Dana Hills High School, San Clemente High School, San Juan Hills High School, and Tesoro High School	7-1-17 to upon completion	\$85,908.88
PSA	1617286	Deferred Maintenance	Facility Inspection Services, Incorporated	Provide visual inspection of each school facility of the District for the limited purpose of completing the FIT inspections	2-20-17 to 1-30-18	\$41,880.00
PSA	1617287	Special Education	Abbe Barron	Provide psycho-educational assessments for District students	4-21-17 to 6-30-17	\$4,500.00
MCA	1617288	Special Education	Solacium New Haven, LLC	Provide basic education program/Special Education instruction, residential/ mental health services	7-1-16 to 6-30-17	\$53,645.00
ICA	1617289	General Fund	Judy Lemm Consulting	Provide consulting services to support and facilitate interactive accommodation meetings for District staff	1-24-17 to 6-30-17	\$5,000.00
ICA	1617291	Developer Fees, CFD 90-2 Talega, School Facility SB Prop 1A and Special Reserve, Capital Facilities Fund Special Reserve, Capital Facilities Fund, and General Fund	CJK Construction Management, Incorporated	Provide construction management, closeout, and project-turn over services for: San Juan Hills High School Building J, San Clemente High School Building 800, OCASA modular classroom and modular restroom installation and relocation, Tesoro High School Building D, electrical upgrades Prop 39- Phase 2, new school Esencia K-8	6-1-17 to 12-1-18	\$1,826,000.00
<b>Total</b>						<b>\$2,016,933.88</b>

**AMENDMENTS**

TYPE	CONTRACT NO	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
ICA	1617160	Gift Funds	Brain Builders STEM Education	Provide instruction in Engineering, including applied Math Common Core State standards and NGSS Science standards at Moulton Elementary School	Increase contract amount from \$23,400 to \$24,609	\$1,209.00
PSA	1617276	Building Fund: Gen Obl Bnds C	WLC Architects, Incorporated	Provide architectural DSA closeouts for various sites	Extension 4-1-16 through 6-30-18 and total cost increase from \$141,000 to \$202,718	\$61,718.00
ICA	1617273	Capital Facilities Fund	AW Industries	Provide inspection services in compliance with DSA approved drawings and contract documents for the Esencia K-8 and Tesoro addition project	Add additional services to include Tesoro High School Classroom adding Building D and increase contract amount from \$409,700 to \$626,450	\$216,750.00
*MCA	1617202	Special Education	Boys Town California	Provide residential/mental health services	Increase contract amount from \$380,000 to \$435,000 (no amendment needed, only Board approval of expenditure)	\$55,000.00
<b>Total</b>						<b>\$334,677.00</b>

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.



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 25th day of May, by and between R & S Flooring Solutions, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 85,908.88 for the following:

Routine and usual maintenance for the preservation and protection of gymnasium floors at six high schools , Aliso Niguel HS, Capistrano Valley HS, Dana Hills HS, San Clemente HS, San Juan Hills HS, & Tesoro HS.

As described in the attached Exhibit A.

2. The term of the Contract shall begin on May 1, 2017 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated \_\_\_\_\_
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number \_\_\_\_\_
- ☐ Liability Insurance Certificate
- ☐ Guarantee
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ 85,908.88
- ☐ Faithful Performance Bond \$ 85,908.88
- ☐ California State Contractor's License Number 994595
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco Use Policy
- ☐ DIR Registrations No. 100000037342 Expires 6-30-2017
- ☐ \_\_\_\_\_
- Other \_\_\_\_\_

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

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

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

Lynh N. Rust  
Print Name

\_\_\_\_\_  
Print Name

Executive Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: May 24, 2017

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

\_\_\_\_\_  
(Corporate Seal, if Incorporated)

Larry Vernaza  
Capistrano Unified School District  
32972 Calle Perfecto  
San Juan Capistrano, CA 92675



Dear: Larry Vernaza

As a long time service provider for you district we would like to provide you with the following Proposal for your gym floor services for the 2017 summer season.

**Our service includes the following:**

**Below is our scope of work for the Gym floor recoating services at Capistrano Valley high, San Clemente High, Tesoro High, Aliso Niguel high, Dana Hills, and San Juan hills High.**

1. The Floor will be cleared and swept removing any loose dirt and debris from each floor.
2. Our process begins by dampening floor surface with Basic Coatings "I.F.T." and scrubbing with a surface preparation pad removing 100% of surface dirt. This process also helps remove the black and white kick marks from the floor.
3. The floor will then be rinsed thoroughly with water removing any left over residue from the I.F.T. This step is not mandatory but it helps to insure there is no cross contamination between cleaners.
4. The next step is machine washing the floor with Basic Coatings "Squeaky Cleaner". The corners and edges are detailed at this time.
5. After the flooring is left the dry the first coat of Basic Coating "Tykote" is applied acting as the first coat and the bonding agent between previous years coating and the new top coat.
6. After the first coat has dried the final coat of Basic coatings "Hydroline Plus Gloss" is applied.
7. Per our manufacturers recommendation please allow 24 hours of dry time before light foot traffic, 48 hours for moderate use, and 72 hours to use as normal. NOTE: it takes 10 days for full cure. Please avoid covering the floor and if there is any cleanup please use water during this time.



The following is the price for each Coating Service per site:

**Capistrano Valley High:**

Main Gym square footage: 12,338 Coating Services \$9,376.88

Auxiliary Gym square footage: 7,342 Coating Services \$5,579.92

**San Clemente High School:**

Main Gym square footage: 13,000 Coating Service \$9,880

Auxiliary Gym square footage: 8,703 Coating Service \$6,614.28

**Tesoro High School:**

Main Gym square footage: 12,884 Coating Service 9,791.84

Auxiliary Gym square footage: 6,615 Coating Service \$5,027.40

**Aliso Niquel High School:**

Main Gym square footage: 17,914 Coating Service \$13,614.64

Auxiliary Gym square footage: 4,086 Coating Service \$3,105.36

**Dana Hills High School:**

Main Gym Square footage: 10,688 Coating Service \$8,122.88

**San Juan Hills High School:**

Main Gym square footage: 12,957-Coating Service \$9,847.32

Auxiliary Gym square footage: 6,511-Coating Service \$4,948.36

Total Price: 85,908.88



Upon review, if you have any questions, please contact Robert Butler at cell(951)442-7223. If you wish to proceed and secure a scheduling date, please sign and date below. Return to R&S via email as soon as you can so we can schedule a start date for each site listed. R&S Flooring Solutions offers a one year warranty on all work performed and all products installed. This only applies to manufacture defects, and application error. This does not include any normal wear, and/or abuse.

Please sign and date the following that you fully understand, and agree with all of the stated above.

Print: \_\_\_\_\_

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

Sincerely,  
Robert Rose  
Vice President  
R&S Flooring Solutions  
Cell# 909-709-1101  
Office# 951-307-3751  
rrose@randsflooringsolutions.com  
34474 Wheelbarrow Ln  
Wildomar, CA 92595  
CSLB License # 994595



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 25, 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 "Parties".

### FACILITY INSPECTION SERVICES, 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, 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 **\$41,880.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **February 20, 2017 to January 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.

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

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

#### DISTRICT

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

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: May 24, 2017

#### CONSULTANT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

EXHIBIT <sup>FEIN</sup> 4 \_\_\_\_\_

**EXHIBIT A**  
**FACILITY INSPECTION AGREEMENT**  
**Between**  
**Facility Inspection Services**  
**And**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

This FACILITY INSPECTION AGREEMENT is entered into this day of February, 2017 (the "Agreement") by and between **Capistrano Unified School District**, (hereinafter "District"), and **Facility Inspection Services**, a California company (hereinafter "FIS"), each being a "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, FIS is specifically skilled, trained, experienced, and competent to render the Services (as defined below); and

WHEREAS, it is necessary and desirable that FIS be retained by the District for the purpose of performing the Services on the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The "Agreement Period" begins **February 20th, 2017** (the "Effective Date") and will automatically expire on **January 30th, 2018** (the "Expiration Date").
2. **Services.** During the Agreement Period, FIS agrees to provide to District and District agrees to purchase the services below (the "Services").

**Inspection Services.**

- (i) FIS shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide FIS's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection").
  - (ii) The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.
  - (iii) FIS shall provide an initial draft of the FIT to District for review. Subject to FIS's right to conduct an additional inspection of the School Facility, if the District completes and signs FIS's form of liability waiver and certifies that the School Facility conditions listed as deficient or extremely deficient on the FIT have been repaired and such conditions are now in "good repair" (as defined in the CEC), FIS may, at its sole and absolute discretion, update the rating set forth in the final draft of the FIT.
  - (iv) Upon completion of the Inspection and District's approval of the final FIT, FIS shall deliver to District one (1) electronic copy of the FIT report for each school and all the photographs taken related to the FIT
3. **Payment of Fees.**
    - a. **Fees.** For the Services provided pursuant to the terms of this Agreement, District agrees to pay FIS **\$41,880.00** (the "Fee") as indicated in the "Price Quote for Services."
    - b. **Payment Plan.** The Fee is payable in two installment, installment of **(\$20,940.00)** is due upon 1st delivery of Final FIT to District, and 2<sup>nd</sup> installment of **\$(20,940.00)** is due upon 2<sup>nd</sup> delivery of Final FIT to District.
    - c. **Travel; Lodging Expenses.** All travel and lodging expenses incurred by FIS in connection with the Services are included in the Fee.

EXHIBIT 4

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4. **District Acknowledgement.** District hereby acknowledges and agrees to the following: (a) the FIT contains the minimum inspection criteria required by the CEC; (b) if an Inspector determines that a condition not expressly identified in the FIT constitutes a deficiency, the Inspector may note such deficiency on the FIT; (c) while some critical conditions are identified on the FIT as extreme deficiencies, the list under each section of the FIT is not exhaustive; (d) in the opinion of FIS, if a condition deficiency requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants, an Inspector may record this deficiency as an extreme deficiency and generate a poor rating; (e) the FIT is designed to evaluate each School Facility within a reasonable range of facility conditions and it is possible that the Inspector may identify critical School Facility conditions that result in an overall school rating that does not reflect the urgency and severity of those deficiencies and/or does not match the ratings description on the FIT and in such instances, the Inspector may reduce the resulting school score by one (1) or more grade categories and describe the reasons for the reduction in the FIT; (f) the Inspector cannot be expected to discover all defective conditions of a School Facility and therefore the opinion of the Inspector or FIS may not accordingly reflect the actual condition of the School Facility or School Facilities; (g) the Inspector and the Inspection are limited by the terms and conditions of this Agreement and the fact that the Inspection is a visual inspection only; (h) neither FIS nor the Inspector shall conduct any repairs or contract to repair any deficient items reported on the FIT; (i) the Services provided herein do not include assistance relating to the California Office of Public School Construction's Deferred Maintenance Program or School Facility Program; (j) FIS is not a building, engineering, plumbing, roofing, electrical, fire protection, flooring or warm air heating, ventilation or air conditioning contractor; and (k) the Inspection Services provided hereunder are for the limited purpose of conducting a visual inspection of the School Facility to complete the FIT and provide an opinion of the rating of the School Facility in order to compile such information into the SARC for District.
5. **Waiver.** District hereby voluntarily waives, releases and forever discharges, and has no right to make a claim or file a lawsuit against FIS or any persons associated with FIS for any injuries (including death or damage to property) resulting from FIS's performance of its obligations under this Agreement, including, without limitation, the Inspection and completion of the FIT, unless and only to the extent that such damage is caused by the willful misconduct of FIS.
6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services, is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. **Exhibits.** All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and FIS have made and executed this Agreement as set forth below

FIS:

**Facility Inspection Services**

Signature: Scott Newmann  
Date Signed: 1/31/17  
  
Print Name: Scott Newmann  
Title: President  
Company: Facility Inspection Services  
Address: 7237 San Luis  
Carlsbad, CA 92011  
Phone: (928) 897-9220  
Email: facilityinspectionservices@gmail.com

DISTRICT:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
  
Print Name: John G. Forney  
Title: Executive Director M&O  
Address: 32972 Calle Perfecto  
San Juan Capistrano, CA 92679  
Phone: 949-234-9543  
Fax: \_\_\_\_\_  
Email: jgforney@capousd.org

EXHIBIT 4

## **EXHIBIT A - STANDARD TERMS AND CONDITIONS**

1. **Scope of Services; Independent FIS.** FIS's services purchased by Customer and described in the Agreement (the "Services") detail the initial scope of services anticipated by FIS as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If FIS determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, FIS reserves the right to increase the Fee to compensate for the unanticipated or additional services. This Agreement is not for lobbying services and FIS is not being retained to provide lobbying services to District. The parties agree that Facilities Inspection Services is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the Fee and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by FIS as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives FIS's invoice.
3. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the expiration of such Agreement Period. Upon termination, FIS will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of FIS's invoice. If District terminates this Agreement, it shall not be entitled to any reimbursement of the Fee. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by FIS for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that FIS's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that FIS's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. FIS has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other party, FIS or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** FIS may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. FIS performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. FIS, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
9. **Confidential and Proprietary Materials of FIS.** During performance of the Agreement, FIS may provide materials or disclose information to District that FIS considers proprietary or confidential including, but not limited to FIS's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("FIS's Materials"). District agrees that District acquires no interest of any kind in FIS's Materials. At all times during and after the Agreement Period, District agrees (a) to keep FIS's Materials in confidence and trust for FIS; (b) not to disclose, duplicate or otherwise use FIS's Materials, except in furtherance of FIS's performance per the Agreement; (c) to limit access to FIS's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of FIS's Materials to FIS after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall FIS's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by FIS under this Agreement. FIS shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless FIS and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to FIS's performance of the Services, unless it is finally determined to have arisen solely from FIS's gross negligence or willful misconduct. FIS shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to FIS's performance of the Services if it is finally determined to have arisen solely from FIS's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. FIS shall have the full power and authority to interpret, construe and administer the Agreement and FIS's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, civil unrest, or any other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.



## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 25, 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 "Parties".

### ABBE BARRON

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 **\$4,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **April 21, 2017 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.

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

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

#### DISTRICT

By: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: May 24, 2017

#### CONSULTANT

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

EXHIBIT 4 FEIN \_\_\_\_\_



**Scope of Practice and Release of Assessment Documentation**

In accordance with 34 C.F.R. §300.502, Consultant, **Abbe Barron, DMD PhD**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2016-2017 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. **Conflict of Interest:** Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.
2. **School Grounds:** Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the Consultant may be accompanied by a District representative during the duration of observation or interviews of staff and/or pupil.
3. **Report:** Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.
4. **Assessment Documentation:** Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<b><u>Type of Assessment</u></b>	<b><u>Qualification of Assessor</u></b>	<b><u>Approved Rate</u></b>
Psycho-educational	Licensed Psychologist	Not to exceed \$4,500/assessment

*Abbe Barron DMD, PhD*      *4/20/17*  
Consultant      Date

**Received by:**

District Representative      Date



## MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of May 25, 2017 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

### SOLACIUM NEW HAVEN, LLC

WHEREAS, District is authorized under California Education Code sections 56157, 56361, and 56365 et. seq. and Title 5 of the California Code of Regulations section 3000 et. seq. AB490 (Chapter 862, Statutes of 2003) to contract for the purpose of providing special education and/or related services to LEA students with exceptional needs;

WHEREAS, District is in need of such services, and in collaboration with Orange County Department of Education, selected Contractor to provide nonpublic, nonsectarian school/agency services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Terms and Conditions. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract and is fully incorporated in its entirety.

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

**"DISTRICT"**

**"CONTRACTOR"**

By: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: May 24, 2017

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email address \_\_\_\_\_  
FEIN/SSN \_\_\_\_\_

**EXHIBIT A: RATES**

**CONTRACTOR Solacium New Haven, LLC**  
**(NONPUBLIC SCHOOL OR AGENCY)**  
**CONTRACTOR NUMBER 77-76422-0131011**

**2016-2017**  
**(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed 7 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

**A. Basic Education Program/Special Education Instruction**  
 Basic Education Program/Dual Enrollment

Rate	Period
\$294.00	Daily
_____	_____

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

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$77.00	Daily
(13)	Residential Mental Health Services	\$302.00	Daily
		_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **May 25, 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".

### JUDY LEMM CONSULTING

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: **\$5,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **January 24, 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 WHEREOF, the parties have executed this Agreement as of the date written above.

**Capistrano Unified School District**

**Contractor**

By: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: May 24, 2017

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN: \_\_\_\_\_

EXHIBIT 4

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CUSD INDEPENDENT CONTRACTOR AGREEMENT  
CAPISTRANO UNIFIED SCHOOL DISTRICT

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**Judy Lemm Consulting** 5681 Laramie Way • San Diego CA 92120  
Phone: (619) 582-7639 • Fax: (619) 269-5943 • E-Mail: judylemm@cox.net

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### Disability Management Consulting Fee Schedule

Includes but not limited to the following services:

**\* Facilitate Interactive Process**

\$600.00 Flat fee per Capistrano Unified School District contractual service agreement. Flat rate includes 1.5 hour preparation/report, 1 hour meeting, 1 hour travel. Services outside these limits are charged @\$175.00 per hour.

**\* Certificate of Insurance, when client requests to be named as additional insured: fee as required by Consultant's Professional Liability Insurance Carrier ( currently additional \$165.00 per year)**

Reimbursement for expenses: air, car rental, parking, accommodations for overnight or special circumstances at cost

### Additional Services Available at hourly rate (\$175.00)

Fitness for duty consultation : Contact with physician, set up appointments for Fitness for Duty, provide forms and formats for medical authorization for release of records, cover letter to physician, followup, report

Disability Management Program/Claim Consultation, Coordination

Review of medical record

Provide sample letters to employee, physician, forms, templates

Create, update, integrate Return to Work Policy

Provide Management and/or Return to Work Coordinator Training

Job Analysis Bank, create, update : provided per individualized quote

Expert Witness Fees: Separate schedule provided on request





## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 25, 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".

### **CJK CONSTRUCTION MANAGEMENT, 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.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$1,826,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **June 1, 2017 through December 1, 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**

By: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: May 24, 2017

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN: \_\_\_\_\_

EXHIBIT 4

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CUSD INDEPENDENT CONTRACTOR AGREEMENT  
CAPISTRANO UNIFIED SCHOOL DISTRICT

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## PROPOSAL FOR CONSTRUCTION MANAGEMENT

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

PROJECT: Construction Management, Closeout, and Project-Turn Over Services  
for: SJHHS 24 Classroom Building J

### FEE SCHEDULE:

TITLE	RATE
PROJECT EXECUTIVE	\$155.00/HR
SENIOR CONSTRUCTION MANAGER	\$125.00/HR
CONSTRUCTION MANAGER	\$105.00/HR
ESTIMATOR	\$95.00/HR
PROJECT ENGINEER	\$75.00/HR
CONSTRUCTION COORDINATOR	\$75.00/HR
SAFETY OFFICER	\$145.00/HR
DSA COORDINATOR	\$105.00/HR

NOT TO EXCEED: \$70,000.00

PROJECTED DURATION: Seven months (beginning June 1, 2017 through  
January 1, 2018)

### PROJECT CONSULTING AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Represent the client or designated agent.
2. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
3. The client and the Consultant, CJK Construction, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
4. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This agency Agreement shall be assignable to other schools within the District, and shall apply to other consultants as requested and approved by the District.
5. Capistrano Unified School District agrees to pay CJK Construction the cost of project services billed at the rate per hour for consulting services within 30 days of receipt of invoice. CJK Construction shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions

phone: (714) 794-7006  
e-mail: cjknowlard@cjkonstruction.com  
web: www.cjkonstruction.com

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4

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throughout the duration of the project. The District shall provide all utility lines, office space and equipment per the project specifications.

6. CJK Construction shall provide to the District at the end of the project all project documentation in a professional format.
7. The client shall be billed approximately twelve months for the project. CJK Construction shall not bill the client for any time not directly paid to project consultants working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a suitable replacement will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the original consultant.

Dated: June 1, 2017

Dated: June 1, 2017

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CJ Knowland  
CJK Construction Management, Inc.

---

Capistrano Unified School District

phone: (714) 794-7006  
e-mail: cjknowland@cjconstruction.com  
web: www.cjkconstruction.com

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

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## PROPOSAL FOR CONSTRUCTION MANAGEMENT

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

PROJECT: Construction Management, Closeout, and Project-Turn Over Services  
for: SCHS 24 Classroom Building 800

### FEE SCHEDULE:

TITLE	RATE
PROJECT EXECUTIVE	\$155.00/HR
SENIOR CONSTRUCTION MANAGER	\$125.00/HR
CONSTRUCTION MANAGER	\$105.00/HR
ESTIMATOR	\$95.00/HR
PROJECT ENGINEER	\$75.00/HR
CONSTRUCTION COORDINATOR	\$75.00/HR
SAFETY OFFICER	\$145.00/HR
DSA COORDINATOR	\$105.00/HR

NOT TO EXCEED: \$70,000.00

PROJECTED DURATION: Seven months (beginning June 1, 2017 through  
January 1, 2018)

### PROJECT CONSULTING AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Represent the client or designated agent.
2. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
3. The client and the Consultant, CJK Construction, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
4. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This agency Agreement shall be assignable to other schools within the District, and shall apply to other consultants as requested and approved by the District.
5. Capistrano Unified School District agrees to pay CJK Construction the cost of project services billed at the rate per hour for consulting services within 30 days of receipt of invoice. CJK Construction shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions

phone: (714) 794-7006  
e-mail: cjknowland@cjkonstruction.com  
web: www.cjkonstruction.com

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4



throughout the duration of the project. The District shall provide all utility lines, office space and equipment per the project specifications.

6. CJK Construction shall provide to the District at the end of the project all project documentation in a professional format.
7. The client shall be billed approximately twelve months for the project. CJK Construction shall not bill the client for any time not directly paid to project consultants working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a suitable replacement will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the original consultant.

Dated: June 1, 2017

Dated: June 1, 2017

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CJ Knowland  
CJK Construction Management, Inc.

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Capistrano Unified School District



## PROPOSAL FOR CONSTRUCTION MANAGEMENT

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

PROJECT: Construction Management, Closeout, and Project-Turn Over Services  
for: OCASA Modular Classroom and Modular Restroom Installation and  
Relocation

### FEE SCHEDULE:

TITLE	RATE
PROJECT EXECUTIVE	\$155.00/HR
SENIOR CONSTRUCTION MANAGER	\$125.00/HR
CONSTRUCTION MANAGER	\$105.00/HR
ESTIMATOR	\$95.00/HR
PROJECT ENGINEER	\$75.00/HR
CONSTRUCTION COORDINATOR	\$75.00/HR
SAFETY OFFICER	\$145.00/HR
DSA COORDINATOR	\$105.00/HR

NOT TO EXCEED: \$36,000.00

PROJECTED DURATION: Seven months (beginning June 1, 2017 through  
January 1, 2018)

### PROJECT CONSULTING AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Represent the client or designated agent.
2. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
3. The client and the Consultant, CJK Construction, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
4. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This agency Agreement shall be assignable to other schools within the District, and shall apply to other consultants as requested and approved by the District.
5. Capistrano Unified School District agrees to pay CJK Construction the cost of project services billed at the rate per hour for consulting services within 30 days of receipt of invoice. CJK Construction shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions

phone: (714) 794-7006  
e-mail: cjknowland@cjconstruction.com  
web: www.cjkconstruction.com

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4



throughout the duration of the project. The District shall provide all utility lines, office space and equipment per the project specifications.

6. CJK Construction shall provide to the District at the end of the project all project documentation in a professional format.
7. The client shall be billed approximately twelve months for the project. CJK Construction shall not bill the client for any time not directly paid to project consultants working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a suitable replacement will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the original consultant.

Dated: June 1, 2017

Dated: June 1, 2017

---

CJ Knowland  
CJK Construction Management, Inc.

---

Capistrano Unified School District

phone: (714) 794-7006  
e-mail: [cjknowland@cjconstruction.com](mailto:cjknowland@cjconstruction.com)  
web: [www.cjconstruction.com](http://www.cjconstruction.com)

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4

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## PROPOSAL FOR CONSTRUCTION MANAGEMENT

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

PROJECT: Construction Management, Closeout, and Project-Turn Over Services  
for: THS 24 Classroom Building D

### FEE SCHEDULE:

TITLE	RATE
PROJECT EXECUTIVE	\$155.00/HR
SENIOR CONSTRUCTION MANAGER	\$125.00/HR
CONSTRUCTION MANAGER	\$105.00/HR
ESTIMATOR	\$95.00/HR
PROJECT ENGINEER	\$75.00/HR
CONSTRUCTION COORDINATOR	\$75.00/HR
SAFETY OFFICER	\$145.00/HR
DSA COORDINATOR	\$105.00/HR

NOT TO EXCEED: \$430,000.00

PROJECTED DURATION: Fifteen months (beginning June 1, 2017 through  
September 1, 2018)

### PROJECT CONSULTING AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Represent the client or designated agent.
2. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
3. The client and the Consultant, CJK Construction, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
4. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This agency Agreement shall be assignable to other schools within the District, and shall apply to other consultants as requested and approved by the District.
5. Capistrano Unified School District agrees to pay CJK Construction the cost of project services billed at the rate per hour for consulting services within 30 days of receipt of invoice. CJK Construction shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions

phone: (714) 794-7006  
e-mail: cknowland@cjconstruction.com  
web: www.cjconstruction.com

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4





throughout the duration of the project. The District shall provide all utility lines, office space and equipment per the project specifications.

6. CJK Construction shall provide to the District at the end of the project all project documentation in a professional format.
7. The client shall be billed approximately twelve months for the project. CJK Construction shall not bill the client for any time not directly paid to project consultants working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a suitable replacement will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the original consultant.

Dated: June 1, 2017

Dated: June 1, 2017

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CJ Knowland  
CJK Construction Management, Inc.

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Capistrano Unified School District

phone: (714) 794-7006  
e-mail: [cjknowland@cjconstruction.com](mailto:cjknowland@cjconstruction.com)  
web: [www.cjconstruction.com](http://www.cjconstruction.com)

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4

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## PROPOSAL FOR CONSTRUCTION MANAGEMENT

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

PROJECT: Construction Management, Closeout, and Project-Turn Over Services  
for: Electrical Upgrades Prop 39 – Phase 2

### FEE SCHEDULE:

TITLE	RATE
PROJECT EXECUTIVE	\$155.00/HR
SENIOR CONSTRUCTION MANAGER	\$125.00/HR
CONSTRUCTION MANAGER	\$105.00/HR
ESTIMATOR	\$95.00/HR
PROJECT ENGINEER	\$75.00/HR
CONSTRUCTION COORDINATOR	\$75.00/HR
SAFETY OFFICER	\$145.00/HR
DSA COORDINATOR	\$105.00/HR

NOT TO EXCEED: \$250,000.00

PROJECTED DURATION: Eighteen months (beginning June 1, 2017 through  
December 1, 2018)

### PROJECT CONSULTING AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Represent the client or designated agent.
2. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
3. The client and the Consultant, CJK Construction, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
4. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This agency Agreement shall be assignable to other schools within the District, and shall apply to other consultants as requested and approved by the District.
5. Capistrano Unified School District agrees to pay CJK Construction the cost of project services billed at the rate per hour for consulting services within 30 days of receipt of invoice. CJK Construction shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions

phone: (714) 794-7006  
e-mail: cjkowland@cjkonstruction.com  
web: www.cjkonstruction.com

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4



throughout the duration of the project. The District shall provide all utility lines, office space and equipment per the project specifications.

6. CJK Construction shall provide to the District at the end of the project all project documentation in a professional format.
7. The client shall be billed approximately twelve months for the project. CJK Construction shall not bill the client for any time not directly paid to project consultants working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a suitable replacement will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the original consultant.

Dated: June 1, 2017

Dated: June 1, 2017

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CJ Knowland  
CJK Construction Management, Inc.

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Capistrano Unified School District



## PROPOSAL FOR CONSTRUCTION MANAGEMENT

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

PROJECT: Construction Management, Closeout, and Project-Turn Over Services  
for: New School Esencia K-8

### FEE SCHEDULE:

POSITION	RATE
PROJECT EXECUTIVE	\$155.00/HR
SENIOR CONSTRUCTION MANAGER	\$125.00/HR
CONSTRUCTION MANAGER	\$105.00/HR
ESTIMATOR	\$95.00/HR
PROJECT ENGINEER	\$75.00/HR
CONSTRUCTION COORDINATOR	\$75.00/HR
SAFETY OFFICER	\$145.00/HR
DSA COORDINATOR	\$105.00/HR

NOT TO EXCEED: \$970,000.00

PROJECTED DURATION: Eighteen months (beginning June 1, 2017 through  
December 1, 2018)

### PROJECT CONSULTING AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Represent the client or designated agent.
2. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the client.
3. The client and the Consultant, CJK Construction, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.
4. The Agreement shall begin on written notice and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This agency Agreement shall be assignable to other schools within the District, and shall apply to other consultants as requested and approved by the District.
5. Capistrano Unified School District agrees to pay CJK Construction the cost of project services billed at the rate per hour for consulting services within 30 days of receipt of invoice. CJK Construction shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions

phone: (714) 794-7006  
e-mail: cknowland@cjconstruction.com  
web: www.cjkconstruction.com

23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4

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throughout the duration of the project. The District shall provide all utility lines, office space and equipment per the project specifications.

6. CJK Construction shall provide to the District at the end of the project all project documentation in a professional format.
7. The client shall be billed approximately twelve months for the project. CJK Construction shall not bill the client for any time not directly paid to project consultants working directly on the project. Hours invoiced for purposes of this Agreement shall include drive time for days invoiced at less than eight hours per day. For days where the consultant is absent, on vacation, or is not able to be on site due to causes beyond his reasonable control, a suitable replacement will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the original consultant.

Dated: June 1, 2017

Dated: June 1, 2017

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CJ Knowland  
CJK Construction Management, Inc.

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phone: (714) 794-7006  
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23801 CALLE GANADOR, MISSION VIEJO, CA 92691

EXHIBIT 4

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FIRST AMENDMENT TO ICA NO. 1617160

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND BRAIN BUILDERS STEM  
EDUCATION

This First Amendment to ICA No. 1617160 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Brain Builders Stem Education (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on September 14, 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, District desires to amend ICA No. 1617160 to add additional services at the associated rates described in Exhibit A-1; and

WHEREAS, District desires to amend ICA No. 1617160 to reflect the increase to the total contract amount to \$24,609 from \$23,400 and incorporate additional services as set forth in Exhibit A-1.

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence in 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 \$24,609.00 in the aggregate under term of this agreement, as amended.
2. Exhibit A of ICA No. 1617160 shall be supplemented to include services in Exhibit A-1.
3. 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: \_\_\_\_\_  
Signature

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

Lynh N. Rust  
Print Name

\_\_\_\_\_  
Print Name

Executive Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: May 24, 2017

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



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of September 15, 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".

### BRAIN BUILDERS STEM EDUCATION

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: \$23,400.00 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.

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

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

Capistrano Unified School District

By: [Signature]  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: September 14, 2016

Contractor

Signature: [Signature]  
Name: SHANE YEEZA  
Title: C/O  
Address: PO Box 2787  
COSTA MESA CA 92628  
Email Address: SHANE@BRAINBUILDERS-ED.ORG  
FEIN: 81-3007342

**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. **Invoicing.** 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, photostating, 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

EXHIBIT 4



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. Insurance. 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. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. 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. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, 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. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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. Attorney Fees/Costs. 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. Governing Law. 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. Conflict. 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.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. 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 determining and resolving such claims.

A. Initial Review and Evaluation of a Claim EXHIBIT 4

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 receipt 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.**

<p style="text-align: center;"><b>Certificates of Insurance</b></p> <ul style="list-style-type: none"> <li>✓ 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 <b><u>must be accompanied</u></b> by Form CG 20 37 07 04</li> <li>✓ Business Auto Liability Insurance</li> <li>✓ Workers’ Compensation and Employers Liability Insurance</li> </ul> <p style="text-align: center;">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<ul style="list-style-type: none"> <li>✓ Certification by Contractor Criminal Records Check</li> </ul>
<ul style="list-style-type: none"> <li>✓ W-9</li> </ul>

**Brain Builders Educational Programs**  
**Invoice 1 of 3 to Moulton Elementary School**

6/16/2015

**TO:**

Moulton Elementary School  
29851 Highlands Ave,  
Laguna Niguel, CA 92675  
(949) 234-5980 Phone

**FROM:**

Brain Builders Educational Programs  
PO Box 2787  
Costa Mesa, CA 92628  
714-360-1101  
Tax ID: 27-4907532

**Class Name:**

5<sup>th</sup> Grade : Engineering; Mechanical Contraptions  
4<sup>th</sup> Grade : Engineering; Vehicles in Motion

**Dates :**

5 week session, starting in September

**Total Fees:**

Total cost = \$19,500

Invoice 1 of 3 for 4<sup>th</sup> and 5<sup>th</sup> = \$6,500.00

If there are any questions or concerns, please feel free to contact me!

Thank you,  
Shane Veera  
Director  
Brain Builders Educational Programs  
714-360-1101

**Brain Builders Educational Programs  
Moulton Elementary School 2016-2017  
Engineering Lab School Integration Price Sheet**

# Students	Fee/student/day	# of Weeks					Price Break at 9 weeks		9
		5	6	7	8				
300	\$ 8.00	\$ 12,000.00	\$ 14,400.00	\$ 16,800.00	\$ 19,200.00	\$		7.50	\$ 20,250.00
400	\$ 7.50	\$ 15,000.00	\$ 18,000.00	\$ 21,000.00	\$ 24,000.00	\$		7.00	\$ 25,200.00
500	\$ 7.00	\$ 17,500.00	\$ 21,000.00	\$ 24,500.00	\$ 28,000.00	\$		6.50	\$ 29,250.00
600	\$ 6.50	\$ 19,500.00	\$ 23,400.00	\$ 27,300.00	\$ 31,200.00	\$		6.00	\$ 32,400.00
700	\$ 6.00	\$ 21,000.00	\$ 25,200.00	\$ 29,400.00	\$ 33,600.00	\$		5.50	\$ 34,650.00

Brain Builders Educational Programs  
Moulton Elementary School 2016-2017  
Engineering Lab School Integration Price Sheet

# Students	Fee/student/day	# of Weeks							Price Break at 9 weeks	9
		5	6	7	8					
300	\$ 8.00	\$ 12,000.00	\$ 14,400.00	\$ 16,800.00	\$ 19,200.00			\$	7.50	\$ 20,250.00
400	\$ 7.50	\$ 15,000.00	\$ 18,000.00	\$ 21,000.00	\$ 24,000.00			\$	7.00	\$ 25,200.00
500	\$ 7.00	\$ 17,500.00	\$ 21,000.00	\$ 24,500.00	\$ 28,000.00			\$	6.50	\$ 29,250.00
600	\$ 6.50	\$ 19,500.00	\$ 23,400.00	\$ 27,300.00	\$ 31,200.00			\$	6.00	\$ 32,400.00
700	\$ 6.00	\$ 21,000.00	\$ 25,200.00	\$ 29,400.00	\$ 33,600.00			\$	5.50	\$ 34,650.00

Total Students	631
Cost/Student	\$ 39.00
Total Proposed Amount	\$ 24,609.00

"Exhibit A -1"

FIRST AMENDMENT TO PSA NO. 1617276

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND WLC ARCHITECTS, INC.

This First Amendment to PSA No. 1617276 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and WLC Architects, Inc. (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on March 8, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from April 1, 2016 through June 30, 2017 under which Consultant would provide services described therein.

WHEREAS, District desires to amend PSA No. 1617276 to reflect a new total cost of services requested under this agreement to be estimated at \$202,718.00 in the aggregate; and

WHEREAS, District desires to extend PSA No. 1617276 for an additional term through June 30, 2018. 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. 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: **\$202,718.00** in the aggregate under the term of this Agreement, as amended.

2. PSA No. 1617276 will be extended through **June 30, 2018**

3. 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: \_\_\_\_\_  
Signature

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

Lynh N. Rust  
Print Name

\_\_\_\_\_  
Print Name

Executive Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: May 24, 2017

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





## PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of March 9, 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 "Parties".

### 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.

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 \$141,000.00 in the aggregate under term of this Agreement.

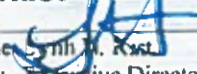
Term of Agreement. The term of this base Agreement is for April 1, 2016 to June 30, 2017, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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.


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

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

#### DISTRICT

By:   
Name: Cynthia M. Kost  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: March 8, 2017

#### CONSULTANT

Signature:   
Name: Robert J. Tenet  
Title: Principal  
Address: 3163 Rochester Ave, Suite 100  
Zancho Cucamonga, CA 91730  
Email Address: r.j.ten@wlcarchitects.com  
FEIN: 95-2983639

## 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. Invoicing. 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. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. 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, photostating, 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 reasonably necessary 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. 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. Insurance. 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. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. 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. 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. Permits/Licenses. 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. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, 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. 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. Non-waiver. 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. 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. Attorney Fees/Costs. 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. Governing Law. 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. Conflict. 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.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. 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. 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.

## EXHIBIT 4

Professional Services Master Agreement  
Capistrano Unified School District

### 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 determining 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 (5) business days of receipt 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 (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  
or  
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

OR

- ✓ Errors & Omissions/Malpractice (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 4

Professional Services Master Agreement  
Capistrano Unified School District

## EXHIBIT A



ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

April 21, 2016

**Revised February 2, 2017**

Mr. Ryan Carter  
Director, Construction  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4859

Re: Architectural/Engineering Fee Proposal  
Capistrano Various Sites/CA/DSA Closeout  
**Palisades Elementary School**  
**Viejo Elementary School**  
**Las Palmas Elementary School**  
**Del Obispo Elementary School/Marco Forster Middle School**  
**Crown Valley Elementary School**  
**Niguel Hills Middle School**  
**Shorecliffs Middle School**  
**Dana Hills High School**  
Project 1613000.06

Dear Ryan:

WLC Architects is pleased to submit a proposal to provide architectural/engineering and extended construction administration services for the projects listed above.

**(Revised November 1, 2016)**

**Pursuant to previous email correspondence from DSA dated September 27, 2016, DSA is requiring a resubmission of A04-102767 with (9) separate new submissions under the new code since the application number for A04-102767 was vacated. This mandate from DSA will revise the scope and fee that was previously approved by the District. The revised fee and scope is as follows:**

**(Revised February 2, 2017)**

**As directed by the District, a separate invoice for reimbursable expense is noted at the end of the proposal.**

### **Scope of Work:**

WLC Architects will assist the District with the following:

1. Field verify existing conditions
2. Prepare Construction Documents
3. Obtain DSA plan approval
4. Bidding and Negotiation
5. Provide Construction Administration
6. Prepare DSA Certification



Mr. Ryan Carter  
Architectural/Engineering Fee Proposal  
Capistrano Various Sites/CA/DSA Closeout  
Project 1613000.06  
February 2, 2017  
Page 2

**Excluded Services:**

1. Plan Check Fees
2. Fire Hydrant Flow Testing
3. Geotechnical Investigations
4. Hazardous Material Studies and Reports
5. SWPPP and WQMD Studies

**Contract Format:**

Extension of the District's Owner-Architect Agreement

**Proposed Compensation:**

WLC proposes to provide the architectural services as described above for the Capistrano Various Sites/CA/DSA Closeout Project for a stipulated sum of \$120,000.00.

FEE SCHEDULE		
Architect	Lump Sum	\$ 66,000.00
MEP	Lump Sum	54,000.00
<b>Total Fixed Fee</b>		<b>\$ 120,000.00</b>

**Reimbursable Expenses:**

Reimbursable expenses to be on a separate invoice not to exceed \$21,000.00

I hope this proposal meets with the District's needs at this time. If this proposal is acceptable, we would propose to invoice for this effort against the above listed project number.

Sincerely,



ROBERT J. HENSLEY  
Architect, AIA  
LEED™AP  
Chairman, Principal

RJH:BO:br/P01613000x3-ltr

cc: John G. Forney, Executive Director Facilities, Maintenance and Operations, Capistrano Unified School District  
Bruce Ou, Architect, AIA, LEED™AP, Associate, WLC Architects, Inc.  
Haryadi Pranata, LEED™AP, Project Manager, WLC Architects, Inc.  
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.

EXHIBIT 4

48 of 61





ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

April 21, 2016

Revised February 2, 2017

Mr. Ryan Carter  
Director, Construction  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675-4859

Re: Architectural/Engineering Fee Proposal  
Capistrano Various Sites/CA/DSA Closeout  
**Palisades Elementary School**  
**Viejo Elementary School**  
**Las Palmas Elementary School**  
**Del Obispo Elementary School/Marco Forster Middle School**  
**Crown Valley Elementary School**  
**Niguel Hills Middle School**  
**Shorecliffs Middle School**  
**Dana Hills High School**  
Project 1613000.06

Dear Ryan:

WLC Architects is pleased to submit a proposal to provide architectural/engineering and extended construction administration services for the projects listed above.

(Revised November 1, 2016)

Pursuant to previous email correspondence from DSA dated September 27, 2016, DSA is requiring a resubmission of A04-102767 with (9) separate new submissions under the new code since the application number for A04-102767 was vacated. This mandate from DSA will revise the scope and fee that was previously approved by the District. The revised fee and scope is as follows:

(Revised February 2, 2017)

As directed by the District, a separate invoice for reimbursable expense is noted at the end of the proposal.

#### Scope of Work:

WLC Architects will assist the District with the following:

1. Field verify existing conditions
2. Prepare Construction Documents
3. Obtain DSA plan approval
4. Bidding and Negotiation
5. Provide Construction Administration
6. Prepare DSA Certification

Mr. Ryan Carter  
Architectural/Engineering Fee Proposal  
Capistrano Various Sites/CA/DSA Closeout  
Project 1613000.06  
February 2, 2017  
Page 2

**Excluded Services:**

1. Plan Check Fees
2. Fire Hydrant Flow Testing
3. Geotechnical Investigations
4. Hazardous Material Studies and Reports
5. SWPPP and WQMD Studies

**Contract Format:**

Extension of the District's Owner-Architect Agreement

**Proposed Compensation:**

WLC proposes to provide the architectural services as described above for the Capistrano Various Sites/CA/DSA Closeout Project for a stipulated sum of \$120,000.00.

FEE SCHEDULE			
Architect	Lump Sum	\$	66,000.00
MEP	Lump Sum		54,000.00
Total Fixed Fee		\$	120,000.00

**Reimbursable Expenses:**

Reimbursable expenses to be on a separate invoice not to exceed \$21,000.00

I hope this proposal meets with the District's needs at this time. If this proposal is acceptable, we would propose to invoice for this effort against the above listed project number.

Sincerely,



ROBERT J. HENSLEY  
Architect, AIA  
LEED™AP  
Chairman, Principal

RJH:BO:br/P01613000x3-ltr

cc: John G. Forney, Executive Director Facilities, Maintenance and Operations, Capistrano Unified School District  
Bruce Ou, Architect, AIA, LEED™AP, Associate, WLC Architects, Inc.  
Haryadi Pranata, LEED™AP, Project Manager, WLC Architects, Inc.  
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.

EXHIBIT 4

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94 of 388

FIRST AMENDMENT TO ICA NO. 1617273

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND AW INDUSTRIES

This First Amendment to PSA No. 1617273 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and AW Industries (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on March 22, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from April 1, 2017 through June 30, 2018 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend ICA No. 1617273 to reflect additional services at the associated rates described in Exhibit A-1;

WHEREAS, District desires to amend ICA No. 1617273 to reflect a new total cost of services requested under this agreement to be estimated at \$626,450.00 in the aggregate.

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A of ICA No. 1617273 shall be supplemented to include services in Exhibit A-1.

2. 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: **\$626,450.00** in the aggregate under the term of this Agreement, as amended.

3. 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: \_\_\_\_\_  
Signature

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

Lynh N. Rust  
Print Name

\_\_\_\_\_  
Print Name

Executive Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: May 24, 2017

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



## INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of March 23, 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".

### AW INDUSTRIES

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: \$409,700.00 in the aggregate under the term of this Agreement.


Term of Agreement. The term of this base Agreement is from April 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.


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

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

### Capistrano Unified School District

By:   
 Name: Lynn N. Rust  
 Title: Executive Director, Contracts & Purchasing  
 Board Approval Date: March 22, 2017

### Contractor

Signature:   
 Name: ADAM WATSON  
 Title: VICE PRESIDENT  
 Address: 21796 CLEAR AVENUE  
 YORBA LINDA CA 92586  
 Email Address: AWINDUSTRIES@SBCGLOBAL.NET  
 FEIN: 27-3016111 / 77511-45-1566486

**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. Invoicing. 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

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. Insurance. 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. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. 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. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, 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,

EXHIBIT 4

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. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. 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. Attorney Fees/Costs. 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. Governing Law. 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. Conflict. 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.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. 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 determining 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 ~~EXHIBIT 4~~ 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 receipt 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.**

<p style="text-align: center;"><b>Certificates of Insurance</b></p> <ul style="list-style-type: none"> <li>✓ 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 <b><u>must be accompanied</u></b> by Form CG 20 37 07 04</li> <li>✓ Business Auto Liability Insurance</li> <li>✓ Workers’ Compensation and Employers Liability Insurance</li> </ul> <p style="text-align: center;">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<ul style="list-style-type: none"> <li>✓ Certification by Contractor Criminal Records Check</li> </ul>
<ul style="list-style-type: none"> <li>✓ W-9</li> </ul>



## PROPOSAL FOR PROJECT INSPECTORS

**SCHOOL DISTRICT:** Capistrano Unified School District

**INSPECTORS:** Adam Watson Class 1 Inspector and Assistant to Inspector of Record

**PROJECT:** Esencia School K-8

**DURATION:** IOR 16 months / Assistant to IOR 12 months

**RATE:** IOR 16 months 2,720 hours \$85.00/hour  
\$231,200.00

Assistant to IOR 12 months 2,380 hours \$75.00/hour  
\$178,500.00 (or DSA Class 3 if req. by DSA)

**TOTAL ESTIMATE:** 5,100 Hours \$409,700.00

Hours will be approved by District on time sheets.

### PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. AW Industries, 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 Representative. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
3. 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. AW Industries shall assist in minimizing unnecessary costs for testing where possible.



Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. AW Industries shall assist in minimizing unnecessary costs for testing where possible.

4. The District & the Inspector, AW Industries shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 12 months. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru AW Industries, for a period of two (2) years after the dissolution of any contracts thru AW Industries, unless permission is granted prior to such relationships.
6. AW Industries, shall maintain in effect a 1 million dollar General Liability insurance policy. District requests for additional insurances shall be paid additionally by the District at current market rates.
7. Capistrano Unified School District agrees to pay AW Industries the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. The District shall provide all utility lines, office space and furniture per the project specifications. AW Industries shall provide to the District at the end of the project all project documentation in a professional format.
8. District shall be billed in (8) hour increments per day for the first (8) hours. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager 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. IOR may work as many projects as reasonable during the eight hour billing increment. Other billing arrangements may be as agreed in writing by the District.



## PROPOSAL FOR PROJECT INSPECTORS

**SCHOOL DISTRICT:** Capistrano Unified School District

**INSPECTORS:** Class 1 IOR Lance Mowdy or equal as approved by DSA & CUSD

**PROJECT:** Tesoro High School

**DURATION:** 15 months

**RATE:** Class 1 IOR 15 months 2,550 hours \$85.00/hour  
\$216,750.00

**TOTAL ESTIMATE:** 2,550 Hours \$216,750.00

Hours will be approved by District on time sheets.

### PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. AW Industries, 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 Representative. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
3. 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. AW Industries shall assist in minimizing unnecessary costs for testing where possible.
4. The District & the Inspector, AW Industries shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

# **AW INDUSTRIES**

5. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 15 months. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru AW Industries, for a period of two (2) years after the dissolution of any contracts thru AW Industries, unless permission is granted prior to such relationships.
6. AW Industries, shall maintain in effect a 1 million dollar General Liability insurance policy. District requests for additional insurances shall be paid additionally by the District at current market rates.
7. Capistrano Unified School District agrees to pay AW Industries the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. The District shall provide all utility lines, office space and furniture per the project specifications. AW Industries shall provide to the District at the end of the project all project documentation in a professional format.
8. District shall be billed in (8) hour increments per day for the first (8) hours. Regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager 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. IOR may work as many projects as reasonable during the eight-hour billing increment. Other billing arrangements may be as agreed in writing by the District.
9. Administration services for preparation and submittal of monthly reports, paperwork, safety / job orientation, office management, project coordination and other job related clerical task will be billed in (2) hour increments per week.

*Adam Watson*

Adam Watson – AW Industries

Representative – Capistrano Unified School District

**5. EXTENSION NO. 2 OF BID NO. 1516-05, FENCE REPAIRS AND MAINTENANCE - Q FENCE AND FABRICATION, INC.:**

Approval of Extension No. 2 of Bid. No. 1516-05, Fence Repairs and Maintenance with Q Fence and Fabrication, Inc. to provide fence repairs and maintenance for all sites within the District. The vendor agrees to maintain their current pricing for the renewal period of July 1, 2017 through June 30, 2018. Annual expenditures under this contract are estimated to be \$200,000 funded by deferred maintenance and the general fund. Actual expenditures will be dependent on the availability of funds and the amount may be more or less than what is currently estimated.

***Contact: Clark Hampton, Deputy Superintendent, Business And Support Services***

**EXTENSION NO. 2 OF BID NO. 1516-05  
FENCE REPAIRS & MAINTENANCE**

**WITH**

**Q FENCE AND FABRICATION, INC.**

Bid No. 1516-05 – Fence Repairs and Maintenance was awarded to Q Fence and Fabrication, Inc., 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.

The contract with Q Fence and Fabrication, Inc., pursuant to Bid No. 1516-05, shall be extended an additional 12 months, for the period July 1, 2017 through June 30, 2018, at the same prices shown in Exhibit A to this Extension Agreement.

Annual expenditures utilizing this contract are estimated to be \$200,000. 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 10, 2015 and June 8, 2016, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Q Fence and Fabrication, Inc.**

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

Signature

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

Signature

Lynh N. Rust

Print Name

\_\_\_\_\_

Print Name

Director, Contracts & Purchasing

Title

\_\_\_\_\_

Title

Board Approval Date: May 24, 2017

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

"Exhibit A"

**EXTENSION NO. 1 OF BID NO. 1516-05  
FENCE REPAIRS & MAINTENANCE**

**WITH**

**Q FENCE AND FABRICATION, INC.**

Bid No. 1516-05 – Fence Repairs and Maintenance was awarded to Q Fence and Fabrication, Inc., 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.

The contract with Q Fence and Fabrication, Inc., pursuant to Bid No. 1516-05, shall be extended an additional 12 months, for the period July 1, 2016 through June 30, 2017, at the same prices indicated for the previous period of July 1, 2015 through June 30, 2016.

Annual expenditures utilizing this contract are estimated to be \$100,000. 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 10, 2015, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By: 

Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

**CONTRACTOR**

**Q Fence and Fabrication, Inc.**

By: 

Signature

QUINN GUTOWSKI

Print Name

PRESIDENT

Title

Board Approval Date: June 8, 2016

Date: 6-21-16



CAPISTRANO UNIFIED SCHOOL DISTRICT  
FENCE REPAIRS AND MAINTENANCE  
BID NO. 1516-05

COMPANY NAME Q FENCE AND FAB.

**VI. BID FORM**

Name of Bidder: Q FENCE AND FABRICATION

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

I. 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. 1516-05  
FENCE REPAIR AND MAINTENANCE**

All in strict conformity with the Project documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Purchasing Department of said District.

**BID PRICE SHEET**

- All pricing herein to include all materials, labor, 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.
- Bid to be awarded to lowest responsive, responsible bidder.
- Award of bid will be determined by the following weighted percentages based upon projected district usage:
  - Chain Link: 4-ft. – 15%; 6-ft. – 30%; 8-ft. – 15%; 10-ft. – 10%
  - Decorative Flat Top: 30%

Item #	CHAIN LINK FENCING – Fencing prices are to include all materials and labor.	Per Foot Cost	Termination Cost
1	Basic price for 4-ft. high fence	26	204
2	Basic price for 6-ft. high fence	28	230
3	Basic price for 8-ft. high fence	30	242
4	Basic price for 10-ft. high fence	35	302
	CHAIN LINK GATES	Per Foot Cost	Termination Cost
5	Basic price for each 4-ft. high by 4-ft. wide	96	280
6	Basic price per additional foot in width	65	22
7	Price per each additional foot in height	65	26
	PLASTIC COATED COLORED CHAIN LINK FENCING – Fencing prices are to include all materials and labor.	Per Foot Cost	Termination Cost
8	Basic price for 4-ft. high fence	32	234
9	Basic price for 6-ft. high fence	35	265
10	Basic price for 8-ft. high fence	38	272
11	Basic price for 10-ft. high fence	47	312
	PLASTIC COATED COLORED CHAIN LINK GATES	Per Foot Cost	
12	Basic price for each 4-ft. high by 4-ft. wide	140	367
13	Basic price per additional foot in width	132	8
14	Price per each additional foot in height	65	11
15			
	TEMPORARY CHAIN LINK FENCING	Per Foot Cost	N/A
16	Basic price for 6-ft. on pedestals	7	N/A
	DECORATIVE FLAT-TOP FENCING –	Galvanized	Painted

CAPISTRANO UNIFIED SCHOOL DISTRICT  
FENCE REPAIRS AND MAINTENANCE  
BID NO. 1516-05

COMPANY NAME Q FENCE AND FAB

Item #	Fencing prices are to include all materials and labor.	Cost Per Panel	Cost Per Panel
17	Basic price for 5 ft. height, at 94" long	126	126
18	Basic price for 5 ft. height at 118" long	134	134
19	Basic price for 6 ft. height at 94" long	145	145
20	Basic price for 6 ft. height at 118" long	155	155
21	Basic price for 7 ft. height at 94" long	156	156
22	Basic price for 7 ft. height at 118" long	160	160
23	Basic price for 8 ft. height at 94" long	178	178
24	Basic price for 8 ft. height at 118" long	192	192
25	Rails—1 1/2" x 1 1/2" 14-ga. steel tube at 94" long	23	23
26	Pickets—3/4" x 3/4" 16-ga. steel tube, 4 3/4" OC	6 EA	6 EA
27	Posts—2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	190	190
28	Posts—2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	190	190
29	Posts—2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	194	194
30	Posts—2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	194	194
	<b>DECORATIVE SWING GATES</b>	<b>Galvanized Cost</b>	<b>Painted Cost</b>
31	Framework as required for size, but not less than that of panels, pickets to match panels, hardware as required—(per lin. foot)	182	182
32	Trussing and heavier posts as needed (per lin. foot)	40	40
	<b>DECORATIVE SLIDE GATES</b>		
33	2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 6-ft. tall	186	186
34	2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 8-ft. tall	212	212
	<b>LABOR SCHEDULE</b>	<b>Per Hour</b>	<b>Per Foot</b>
35	Cost per man hour for work not listed above, including a truck, supervision, and costs necessary to place a man on work site	225	0
36	Installation price through asphalt or concrete	65	0
37	Minimum job cost	Lump Sum:	650

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

**6. EXTENSION NO. 1 OF BID NO. 1516-24, SERVICE TO COLLECT, RECYCLE AND DISPOSE OF SOLID WASTE - CR&R INCORPORATED:**

Approval of Extension No. 1 of Bid No. 1516-24, Service to Collect, Recycle and Dispose of Solid Waste Districtwide to CR&R Incorporated, furnishing all labor, materials and equipment, including trash and recycling bins, required for providing service to collect, recycle and dispose of solid waste. The vendor agrees to maintain their current pricing for the renewal period of July 1, 2017 through June 30, 2018 and may be extended by mutual agreement with Board approval for an additional three years. Expenditures under this contract are estimated to be \$286,000 funded by the general fund. Actual expenditures will be dependent on the availability of funds and the amount may be more or less than what is currently estimated.

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

**EXTENSION NO. 1 AGREEMENT FOR BID NO. 1516-24  
SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE  
DISTRICTWIDE  
WITH**

**CR & R, INC.**

Bid No. 1516-24 – Service to Collect, Recycle and Dispose of Solid Waste Districtwide was awarded to CR & R, Inc., calling for an original contract period of July 1, 2016 through June 30, 2017, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 5 years, including the initial contract period.

The contract with CR & R, Inc., pursuant to Bid No. 1516-24, shall be extended an additional 12 months, for the period July 1, 2017 through June 30, 2018, at the same prices indicated for the previous period of July 1, 2016 through June 30, 2017.

Annual expenditures utilizing this contract are estimated to be \$286,000. 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 May 26, 2016, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**CR &R, Inc.**

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

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

Lynh N. Rust  
Print Name

\_\_\_\_\_  
Print Name

Executive Director, Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: May 24, 2017

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

**SERVICE TO COLLECT, RECYCLE, AND DISPOSE  
OF SOLID WASTE DISTRICTWIDE**  
Bid No. 1516-24

**SERVICE CONTRACT AGREEMENT**

THIS CONTRACT made and entered into this 26th of May 2016 by and between CR&R Incorporated, hereinafter called the "CONTRACTOR" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT."

WITNESSETH: The parties do hereby contract and agree as follows:

1. The term of this Contract shall be for the period beginning July 1, 2016, and ending June 30, 2017. Option to continue service for additional twelve (12) months at expiration of Agreement may be exercised by the District providing thirty (30) days written notice is given and accepted by Contractor. Contract is not to exceed a total period of five (5) years.
2. The Contractor shall furnish services to the District at the prices submitted on their Price Matrix.

**PRICE MATRIX**

<b>3-cubic-yard "permanent" PLASTIC REFUSE BINS</b>					
<b>CR &amp; R</b>					
	<b>1 per wk</b>	<b>2 per wk</b>	<b>3 per wk</b>	<b>4 per wk</b>	<b>5 per wk</b>
<b>1 bin</b>	\$ 125.08	\$ 126.08	\$ 127.08	\$ 128.08	\$ 129.08
<b>2 bins</b>	\$ 250.16	\$ 252.16	\$ 254.16	\$ 256.16	\$ 258.16
<b>3 bins</b>	\$ 375.24	\$ 378.24	\$ 381.24	\$ 384.24	\$ 387.24
<b>4 bins</b>	\$ 500.32	\$ 504.32	\$ 508.32	\$ 512.32	\$ 516.32
<b>5 bins</b>	\$ 625.40	\$ 630.40	\$ 635.40	\$ 640.40	\$ 645.40
<b>6 bins</b>	\$ 750.48	\$ 756.48	\$ 762.48	\$ 768.48	\$ 774.48
<b>7 bins</b>	\$ 875.56	\$ 882.56	\$ 889.56	\$ 896.56	\$ 903.56
<b>8 bins</b>	\$ 1,000.64	\$ 1,008.64	\$ 1,016.64	\$ 1,024.64	\$ 1,032.64

<b>3-cubic-yard "permanent" METAL REFUSE BINS</b>					
<b>CR &amp; R</b>					
	<b>1 per wk</b>	<b>2 per wk</b>	<b>3 per wk</b>	<b>4 per wk</b>	<b>5 per wk</b>
<b>1 bin</b>	\$ 115.08	\$ 116.08	\$ 117.08	\$ 118.08	\$ 119.08
<b>2 bins</b>	\$ 230.16	\$ 232.16	\$ 234.16	\$ 236.16	\$ 238.16
<b>3 bins</b>	\$ 345.24	\$ 348.24	\$ 351.24	\$ 354.24	\$ 357.24
<b>4 bins</b>	\$ 460.32	\$ 464.32	\$ 468.32	\$ 472.32	\$ 476.32
<b>5 bins</b>	\$ 575.40	\$ 580.40	\$ 585.40	\$ 590.40	\$ 595.40
<b>6 bins</b>	\$ 690.48	\$ 696.48	\$ 702.48	\$ 708.48	\$ 714.48
<b>7 bins</b>	\$ 805.56	\$ 812.56	\$ 819.56	\$ 826.56	\$ 833.56
<b>8 bins</b>	\$ 920.64	\$ 928.64	\$ 936.64	\$ 944.64	\$ 952.64

**Cost of extra pick-up/on call pick up: \$ 50.00**

<b>PRICE MATRIX</b>		
<b>CR &amp; R</b>		
<b>Temporary Bins</b>	<b>Cost</b>	<b>Disposal Cost</b>
40-yard roll-off bin	\$ 139.00	\$ 65.25
Low-boy construction bin	\$ 139.00	\$ 65.25
10-foot storage container	\$ 4.25**	N/A
20-foot storage container	\$ 4.25**	N/A
21-foot storage container	\$ 4.25**	N/A
26-foot storage container	\$ 4.25**	N/A
40-foot storage container	\$ 4.25**	\$

**\*\* Per Day Rental**

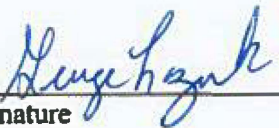
3. Summer Schedule (July and August): A reduced schedule of pickups MAY be determined by the District. Contractor will be notified 15 days in advance. Billings for July and August are to reflect the reduced schedule of service, if applicable.
4. Payment Schedule: Payments to be made on a monthly basis upon receipt of invoices for actual services rendered.
5. Inspection and acceptance of service shall be performed by a representative of the Maintenance Department of the District.
6. In witness whereof the parties hereunto have subscribed to the Agreement including all contract documents as indicated:


**CONTRACT DOCUMENTS:**

X Bid Form   X Information Required of Bidder   X Recycling Proposal  
X Spec/Schedule   X Terms & Conditions   X DVBE   X Tobacco Use Policy  
X Bid Bond   X Performance/Payment Bonds   X Service Contract Agreement  
X Insurance (Workmen's Compensation, Contractor's Liability, Excess Liability)  
X Conflict of Interest   X Diversion Documentation   X Vehicle Inventory

CR&R INCORPORATED

CAPISTRANO UNIFIED SCHOOL DISTRICT

  
Signature

  
Signature

George Lazaruk, Vice President

Name

Title

Janet Polite - Supervisor, Purchasing

Date

6-7-2016

Date

6/27/16



**7. SERVER LEASE AGREEMENT – IDEAL COMPUTER SERVICES, INC.:**

Approval of the Server Lease Agreement with IDEAL Computer Services, Inc. for the purpose of maintaining an existing HP3000 server. This server houses our QSS data including Business Services and Human Resource Services programs and data. The contract term is June 1, 2017 through May 31, 2018. Expenditures under this contract are estimated to be \$8,868 funded by the general fund.

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



CORPORATE OFFICE:

88 Wright Brothers Ave. Livermore, CA 94551 925-447-4747 1-800-862-8787 FAX 925-447-4780

## SERVER LEASE AGREEMENT

Customer: Capistrano Unified School Dist.  
Address: 33122 Valle Road  
San Juan Capistrano, CA 92675

Contact: Jeremy Davis  
Phone: (949) 234-9474  
Email: JMDAVIS@capousd.org

Attachments: Lease Exhibit, Addendums M, L and T

IDEAL COMPUTER SERVICES, INC. under the terms of this lease agreement will provide customer use of a computer system with services as described or further defined in any attachments.

### A. DEFINITIONS:

As used in this agreement, the following terms shall be as defined in this section.

- |             |                                 |
|-------------|---------------------------------|
| 1. IDEAL    | IDEAL COMPUTER SERVICES, INC.   |
| 2. Customer | Capistrano Unified School Dist. |
| 3. Lease    | Annual lease of Server          |

### B. TERM

1. This agreement shall commence on the specified effective date and terminate on the end of lease date on section E.
2. Early termination of this lease prior to the end of lease date is covered under attached Addendum T.
3. Additionally, this agreement may be terminated by the occurrence of any of the following events:
  - a. Default by either party including non-payment of services.
  - b. Cessation of business or bankruptcy by either party

### C. SERVICE:

1. IDEAL will provide services as outlined in this lease agreement and attachments the customer has subscribed to.
2. IDEAL will provide qualified personnel at all times in the performance of any services subscribed to in this agreement and its attachments.
3. Customer agrees to identify location of leased equipment and will notify IDEAL of any changes prior to relocation.
4. LOCATION OF SERVER:

Capistrano Unified School Dist.  
33122 Valle Road  
San Juan Capistrano, CA 92675

### D. GENERAL

1. IDEAL at all times in its performance is an independent contractor. The customer shall exercise no control over the activities of IDEAL.
2. Customer is responsible for all activities of its employees and personnel while at IDEAL facilities. IDEAL shall exercise no control nor accept any liability for customer, its employees or contractors.
3. All notices, requests and other communications required by the agreement shall be in writing and have properly signed receipt of delivery.
4. This agreement may be modified or amended by Addendum, as mutually agreed upon by the participating parties.
5. The customer is responsible for ensuring all data files and software are adequately duplicated and documented. IDEAL will not be responsible for customers failure to do so, nor the costs of reconstructing such data, whatever the cause.
6. This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.
7. Any disagreement must first go through an arbitration process followed by mediation. Any legal proceeding by either party shall be governed by the laws of and take place in the state of California.
8. IDEAL will employ procedural and technological data security measures, consistent with industry practice. Such measures are reasonably designed to protect customer information from loss, unauthorized access, disclosure, alteration or destruction.
9. Addendum-M contains all customer modifications of services or equipment occurring over the period of the lease agreement.
10. Addendum-L contains all customer legal changes, modifications, revisions, deletions or additions to this agreement and is considered to be in full force upon signature acceptance by both parties.
11. Addendum-T contains specific termination clauses or penalties relating to this agreement.



E. SIGNATURE SECTION

When signed below, customer agrees to pay \$ 739.00 per month for the services to be rendered under this agreement.

This agreement shall be effective on the date indicated below.

Accepted: Capistrano Unified School Dist.  
CUSTOMERS LEGAL NAME

Accepted: IDEAL COMPUTER SERVICES, INC.

By: JEREMY DAVIS  
PRINTED NAME  
CHIEF TECHNOLOGY OFFICER  
TITLE

By: Paul Lawrence

President/CEO

[Signature]  
SIGNATURE

[Signature]  
SIGNATURE

Effective Date: 6/1/2017

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

End of Lease Date: 5/31/2018

Please return this original with your confirming purchase order or name of verbal authorization individual:

\_\_\_\_\_  
PURCHASE ORDER REFERENCE



---

**ADDENDUM 'L'**  
**Customer Required Legal modifications and additions**  
**lease agreement**

**Customer:** Capistrano Unified School Dist.

**Agreement:** 11286

**Customer Instructions:** Please use this form to make your legal modifications, if any, to the standard terms and conditions from Ideal Computer Services. Modifications shall reference the section and subsection being revised or amended. These changes are attached as addendum 'L' and supersede or modify the terms and conditions referred to. If there are no changes this addendum will be blank.

---



## ADDENDUM 'M'

### Customer modifications of equipment or services to lease agreement

**Customer:** Capistrano Unified School Dist.

**Agreement:** 11286

This addendum is used to address additions, deletions or other modifications of the equipment and services outlined by the agreement. These changes shall attach as addendum 'M'. If there are no modifications this addendum will be blank.

---



**ADDENDUM 'T'**  
**Terms and Services appending to lease agreement**

**Customer:** Capistrano Unified School Dist.

**Agreement:** 11286

This addendum is used to address terms, additions, deletions or other modifications of the term and services outlined by the lease agreement from Ideal Computer Services. These changes shall attach as addendum 'T'. If there are no modifications this addendum will be blank. *See Terms section 'B' and Service section 'C.'*

---

1. **Capistrano Unified School Dist.** has met the original terms of the lease agreement. This renewal is for 12 months at the reduced rate of \$739/month and may be terminated at any time with 30 days written notice.
2. Charges for Hardware and Softline are part of this agreement.
3. Capistrano USD will be charged a onetime **installation fee** of \$600 to cover travel and labor.
4. Capistrano USD will be charged a onetime **de-installation fee** of \$600 to cover travel and labor upon termination of the lease by the customer.



Customer: Capistrano Unified School Dist.  
Support: M/F 8AM-5PM NBD  
Print Date: April 04, 2017  
Effective Date: June 01, 2017

Contract: 11286  
Status: InRenew  
Payment Terms: Annual in Advance  
Expiration Date: May 31, 2018

Reference: Lease - A500 w/VA7410

## EQUIPMENT EXHIBIT

Model	Description	SerialNumber	Qty	Each	Extended
LEASE	Lease Agreement		1		
A7019C	e3000 A500 1-Way Server		1		
A7020A	Add-on A500 200Mhz CPU		1		
A6114A	2048MB HD SDRAM Mem Module		4		
C4317A	Smart Half Height Enclosure		1		
C6365A	DDS3 NSE Tape Module		1		
A6267A	VA7410 w/Dual Controller 1024MB		1		
A7288A	73GB 15k FC Disk Module		15		
SOFTLINE	SOFTWARE SUPPORT		1		

\$739.00 Monthly Coverage  
M/F 8AM-5PM NBD

Capistrano Unified School Dist., 33122 Valle Road, San Juan Capistrano, CA, 92675

Ideal Computer South, Inc.  
Contract Renewal  
2017 - 2018

Contract Price Summary for: Capistrano Unified School District  
Date Printed: Apr. 4, 2017

Exhibit Number	System Type	Date	Monthly	Annual
11286	Lease - A500	6/1/17 - 5/31/18	\$ 739.00	\$ 8,868.00
Total for Exhibits:			\$ 739.00	\$ 8,868.00



**8. SUPPORT AGREEMENT - IDEAL COMPUTER SOUTH, INC.:**

Approval of the Support Agreement with IDEAL Computer South, Inc. for the purpose of maintaining an existing HP3000 server. The current server houses our QSS data including Business Services and Human Resource Services programs and data. The original server started experiencing failures that caused immediate concern; therefore, a new server was added to the existing server and maintenance contract for backup and data security. The contract term is from July 1, 2017 through June 30, 2018. Expenditures under this contract are estimated to be \$6,870 funded by the general fund.

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



## SUPPORT AGREEMENT

Customer: Capistrano Unified School Dist.  
Address: 33122 Valle Road  
San Juan Capistrano, CA 92675

Contact Name: Jeremy Davis  
Telephone: (949) 234-9474  
Exhibits: 11304, 11305

Ideal Computer South, Inc. (hereafter referred to as **IDEAL**) will provide support services as described herein to the extent these services are ordered by the customer.

### A. DEFINITIONS:

As used in this agreement, the following terms shall be as defined in this section.

1. **IDEAL** is Ideal Computer South, Inc.
2. **Customer** is: **Capistrano Unified School Dist.**
3. **MSC** is Monthly Service Charge.
4. **SPC** - **Standard Period of Coverage** is Mon-Fri, 8AM-5PM excluding IDEAL holidays. SPC days and hours may be extended as stated on individual Exhibit attached to this agreement.
5. **Business Day** – is considered to be Monday thru Friday of each week excluding holidays.
6. **SBD** is **Same Business Day**, Mon-Fri, 8AM-5PM within 4 hour response.
7. **NBD** is **Next Business Day**, Mon-Fri.
8. **VOS** is **Volume On Site** typically within 2 Business Days but not to exceed 5 Business Days.
9. **24 Hour** support by 7 days per week includes support on IDEAL holidays.

### B: TERM:

This agreement shall commence on the specified effective date and end upon termination by either party with 30 days written notice to the other.

Additionally, this agreement may be terminated by the occurrence of any of the following events:

1. Default by either party.
2. Cessation of business or bankruptcy.

### C: SERVICE:

In consideration of the **MSC**, the following services will be performed:

**IDEAL** will maintain a toll free telephone number for Customer to report all service requests. In response to customer's request for service, **IDEAL** will respond typically within 20 minutes for remedial maintenance.

**Calls started within the SPC** shall be covered under this agreement. If the customer specifically requests service outside the SPC the service will be charged at **IDEAL's** current rate and invoiced separately.

**IDEAL** is responsible for all parts, labor (within the **SPC**) and test equipment, not including manufacturer designated consumable parts, in order to maintain the equipment in a normal operating condition.

### D. EXCLUSIONS:

The following exclusions are not covered by the **MSC**:

1. Electrical work external to the equipment.
2. Damage due to accident, abuse, failure of building systems, or caused by other than normal use.
3. Consumable supplies (ribbons, paper, media, etc) as specified by the manufacturer.
4. Programming or software support.
5. Unauthorized modifications by customer or others.
6. Installation, or de-installation or relocation.
7. Acts of God, war, strikes, other action outside of the control of **IDEAL**.

### E. GENERAL:

**IDEAL** is at all times in its performance is an independent contractor.

All notices, requests and other communications required by the agreement shall be in writing and have proper delivery.

This agreement may be modified or amended by mutual agreement of the parties.

The customer is responsible for ensuring all data files and software is adequately duplicated and documented.

**IDEAL** will not be responsible for customer's failure to do so, nor for costs of reconstructing such data, whatever the cause. Payment shall be made as specified on each exhibit.

This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties. (cont)

**CORPORATE OFFICE:**

88 Wright Brothers Ave, Livermore, CA 94551 925-447-4747 1-800-862-8787 FAX 925-447-4780

**General Hardware Support Conditions**

By electing our Hardware Support Coverage, the customer agrees to the following:

\*Payment shall be paid as specified on each exhibit, which provides for:

1. Scheduled preventative maintenance according to manufacturer's specifications.
2. Scheduled customer site reviews.
3. All parts, labor, travel charges and phone consultations on covered equipment unless specifically excluded in the exhibit as a line item (example: Travel not included & billed separately).
4. Parts designated by the manufacturer or IDEAL as customer consumable items are excluded from coverage. Examples are: batteries, toner, printer ribbons, paper etc.
5. Remedial response of 4 hours for calls within the SPC (Standard Period of Coverage) purchased.
6. NBD (Next Business Day) remedial response is on the following **business day**, Mon-Fri, 8AM – 5PM, excluding IDEAL holidays.
7. VOS (Volume On Site) remedial response is within 5 business days from time of support request.
8. 24/7 support includes support on IDEAL holidays.
9. No price increases of covered equipment during annual agreement period.

**Softline Support Conditions**

By electing our **Softline** Support Coverage, the customer agrees to the following:

\*Payment shall be paid as specified on each exhibit, which provides for:

1. All travel charges included if an On-Site visit is required
2. Unlimited telephone consultations on HP 3000 and HP 9000 systems
3. Hewlett Packard and Third Party Software consultations
4. A guaranteed 4 hour response
5. Firm and fixed pricing for one year
6. One vendor solution for all Hardware and Software questions

Acceptance of this agreement by IDEAL is subject to inspection and approval. Repairs required by IDEAL as a result of this inspection shall be performed by IDEAL or a mutually agreed alternative prior to the effective date of this agreement.

ACCEPTED: Capistrano Unified School Dist.  
Customer's Legal Name

ACCEPTED: IDEAL COMPUTER SOUTH, INC.

By: Jeremy Davis  
Name Date

By: Paul H. Lawrence – President/C.E.O

\_\_\_\_\_  
Signature

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

EFFECTIVE DATE: 7/1/2017

EXPIRATION DATE: 6/30/2018

\_\_\_\_\_  
P.O. Number or Name

Exhibits Supported: 11304, 11305

Note: Please email this signature page only to [contracts@icsgroup.com](mailto:contracts@icsgroup.com) OR Fax to 925-447-4780



**Customer:** Capistrano Unified School Dist.  
**Support:** M/SU 8AM-8AM 4hr  
**Print Date:** April 18, 2017  
**Effective Date:** July 01, 2017

**Contract:** 11304  
**Status:** InRenew  
**Payment Terms:** Quarterly in Advance  
**Expiration Date:** June 30, 2018

**Reference:** System - e3000/A500

## EQUIPMENT EXHIBIT

Model	Description	SerialNumber	Qty	Each	Extended
A6399B	e3000 A500 1-Way System	USC4206EL7	1		
A6394A	Add-on A500 140MHz CPU		1		
A5149A	PCI Ultra2 LVD SCSI Adapter		2		
C4318SZ	Smart FH Rackmount Enclosure		1		
A6741A	18GB 10K HotPlug Ultra160 Module		2		
C6369A	DDS4 LVD Tape Module		1		
A5675A	DS2100 JBOD Enclosure w/drives		2		
A6538A	36GB 10k U160 Disk Module		4		
J2063A	DTC16MX w/16 DC Ports (RJ-45)		1		
C1099A	Terminal Console 3000/9000		1		
A5137A	PDU for standard racks		2		
A1356A	3KVA PowerTrust II-LR	TWB423806J	1		
A1357A	PowerTrust II-LR Battery Pack	TWB414903T	1		

**\$292.50** Monthly Coverage  
M/SU 8AM-8AM 4hr

Capistrano Unified School Dist., 33122 Valle Road, San Juan Capistrano, CA, 92675



**Customer:** Capistrano Unified School Dist.  
**Support:** M/SU 8AM-8AM 4hr  
**Print Date:** April 18, 2017  
**Effective Date:** July 01, 2017

**Contract:** 11305  
**Status:** InRenew  
**Payment Terms:** Quarterly in Advance  
**Expiration Date:** June 30, 2018

**Reference:** Softline - e3000/A500

## EQUIPMENT EXHIBIT

Model	Description	SerialNumber	Qty	Each	Extended
SOFTLINE	SOFTWARE SUPPORT	e3000A500	1		

**\$280.00** Monthly Coverage  
M/SU 8AM-8AM 4hr

Capistrano Unified School Dist., 33122 Valle Road, San Juan Capistrano, CA, 92675

**Ideal Computer South, Inc.**  
**Contract Renewal**  
**2017 - 2018**

Contract Price Summary for: **Capistrano Unified School District**  
Date Printed: **May 1, 2017**

Exhibit Number	System Type	Date	Monthly	Annual
11304	e3000 A500	7/1/17 - 6/30/18	\$ 292.50	\$ 3,510.00
11305	Softline	7/1/17 - 6/30/18	\$ 280.00	\$ 3,360.00
Total for Exhibits:			\$ 572.50	\$ 6,870.00

**9. JOINT POWERS AGREEMENT WITH COUNTY OF ORANGE FOR LAW ENFORCEMENT SERVICES:**

Approval of the Joint Powers Agreement with the County of Orange, specifically the Sheriff-Coroner Department to provide supplemental law enforcement services, as needed by the District. This agreement covers services for the period of July 1, 2017 through June 30, 2018. The Sheriff's Department will provide services at the rates indicated in the agreement, paid by various site funds and the general fund depending on the services requested. Expenditures are anticipated to be approximately \$20,000.

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

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**JOINT POWERS AGREEMENT**  
**BETWEEN THE**  
**COUNTY OF ORANGE**  
**AND**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT** is entered into this Seventeenth day of March, 2017, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

**WITNESSETH:**

**WHEREAS**, DISTRICT is authorized by Government Code Section 6500 et seq. to enter into joint powers agreements, and

**WHEREAS**, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services;

**WHEREAS**, COUNTY is agreeable to the rendering of such services as authorized in Government Codes sections 6500 et seq. and 54981 on the terms and conditions hereinafter set forth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 The term of this Agreement shall be the period July 1, 2017 through June 30,  
3 2018, unless earlier terminated by either party in the manner set forth herein.

4 **B. OPTIONAL TERMINATION:**

5 COUNTY or DISTRICT may terminate this Agreement, without cause, upon  
6 thirty (30) days written notice to the other party specifying the desired date of  
7 termination.

8 **C. SERVICES BY COUNTY:**

9 1. COUNTY, through its Sheriff-Coroner and deputies, officers and  
10 employees, hereinafter referred to as "SHERIFF", shall render to  
11 DISTRICT supplemental law enforcement services as hereinafter provided.

12 2.a. At the request of DISTRICT, SHERIFF may provide patrol services for  
13 functions, such as athletic events, school dances, assemblies, conducted  
14 on DISTRICT owned, leased or operated property. DISTRICT shall  
15 reimburse COUNTY for such services at an amount computed by  
16 SHERIFF, based on the current year's COUNTY law enforcement cost  
17 study.

18 2.b. No later than ten (10) days before a function where services are required,  
19 DISTRICT shall notify SHERIFF of the nature of the scheduled function.  
20 SHERIFF shall then ascertain the deployment of law enforcement  
21 personnel and equipment needed and shall notify DISTRICT of the  
22 estimated cost of said personnel and equipment.

23 **D. PAYMENT:**

24 1. DISTRICT agrees to pay to COUNTY the total costs of performing the  
25 services mutually agreed upon in this Agreement. The cost of services  
26 includes: salaries, wages, benefits, mileage, services, supplies, and  
27 divisional, departmental and COUNTY General overhead.

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1 **D. PAYMENT: (Continued)**

- 2 2. The rate charged to DISTRICT by COUNTY shall be computed by SHERIFF  
3 in accordance with COUNTY's law enforcement cost study in effect at the  
4 time the services are provided.
- 5 3. COUNTY shall invoice DISTRICT quarterly for said services.
- 6 4. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, a  
7 copy of which is attached hereto as Attachment A and incorporated herein  
8 by reference.
- 9 5. COUNTY shall charge DISTRICT late payment penalties in accordance with  
10 said COUNTY Billing Policy.

11 **E. NOTICES:**

- 12 1. Except for the notices provided for in Subsection 2 of this Section, all  
13 notices authorized or required by this Agreement shall be effective when  
14 written and deposited in the United States mail, first class postage prepaid  
15 and addressed as follows:

16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
17 SHERIFF-CORONER DEPARTMENT  
18 320 NORTH FLOWER STREET, SUITE 108  
19 SANTA ANA, CA 92703

20 **DISTRICT:** ATTN: DIRECTOR OF PURCHASING  
21 CAPISTRANO UNIFIED SCHOOL DISTRICT  
22 33122 VALLE ROAD  
23 SAN JUAN CAPISTRANO, CA 92675-4853

- 24 2. Termination notices shall be effective when written and deposited in the  
25 United States mail, certified, return receipt requested and addressed as  
26 above.

27 **F. STATUS OF COUNTY:**

28 COUNTY, including SHERIFF, is, and shall at all times be deemed to be, an  
independent contractor. Nothing herein contained shall be construed as creating  
the relationship of employer and employee or principal and agent between

1 **F. STATUS OF COUNTY: (Continued)**

2 DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY,  
3 its agents and employees shall not be entitled to any rights or privileges of  
4 DISTRICT employees and shall not be considered in any manner to be  
5 DISTRICT employees.

6 **G. ENTIRE AGREEMENT/AMENDMENT:**

7 This Agreement fully expresses all understanding of DISTRICT and COUNTY  
8 with respect to the subject matter of this Agreement and shall constitute the total  
9 Agreement between the parties for these purposes. No addition to, or alteration  
10 of, the terms of this Agreement shall be valid unless made in writing, formally  
11 approved and executed by duly authorized agents of both parties.

12 **H. INDEMNIFICATION:**

13 COUNTY, its officers, and employees, shall not be deemed to have assumed  
14 any liability for the negligence or any other act or omission of DISTRICT or any  
15 of its officers or employees.

16 DISTRICT shall indemnify and hold harmless COUNTY and, its elected and  
17 appointed officials, officers, and employees from any claim, demand or liability  
18 whatsoever based or asserted upon any act or omission of DISTRICT, its  
19 officers, and employees, related to this Agreement, for property damage, bodily  
20 injury or death or any other element of damage of any kind or nature, and  
21 DISTRICT shall defend, at its expense including attorney fees, and with counsel  
22 approved in writing by COUNTY, COUNTY and its elected and appointed  
23 officials, officers, and employees in any legal action or claim of any kind based  
24 or asserted upon such alleged acts or omissions. If judgment is entered against  
25 DISTRICT and COUNTY by a court of competent jurisdiction because of the  
26 concurrent active negligence of COUNTY, DISTRICT and COUNTY agree that  
27 liability will be apportioned as determined by the court. Neither party shall  
28 request a jury apportionment.

1 **H. INDEMNIFICATION: (Continued)**

2 COUNTY shall indemnify and hold DISTRICT and its elected and appointed  
3 officials, officers, and employees, free and harmless from any claim or liability  
4 whatsoever, based or asserted upon any act or omission of COUNTY, or its  
5 elected and appointed officials, officers, and employees, related to this  
6 Agreement, for property damage, bodily injury or death, or any other element of  
7 damage of any kind or nature, and COUNTY shall defend, at its expense,  
8 including attorney fees, DISTRICT, and its elected and appointed officials,  
9 officers, and employees in any legal action or claim of any kind based or  
10 asserted upon such alleged acts or omissions.

11 **I. ASSIGNMENT:**

12 The services to be rendered by COUNTY shall not be assigned by COUNTY  
13 and/or SHERIFF.

14 **J. GOVERNING LAW:**

15 The terms and conditions of this Agreement shall be governed by the laws of  
16 California.

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**COUNTY BILLING POLICY**  
**APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

**I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

**II. DEFINITIONS**

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

**III. FIXED PRICE CONTRACTS**

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)



## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

**IX. DEFERRED REVENUE**

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

**X. COST RECOVERY**

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

**XI. EXISTING CONTRACTS**

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

**XII. DEVIATIONS FROM POLICY**

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

**10. RESOLUTION NO. 1617-84 FOR ACCEPTANCE OF AGREEMENT NO. FCI-SD3-04 WITH CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY:**

Approval of Resolution No. 1617-84 for Acceptance of Agreement No. FCI-SD3-04 with Children and Families Commission of Orange County. The agreement awards a total of \$1,166,800 over 3 years including Early Learning Specialist Services, School Readiness Nurse Services, and Early Development Index project implementation for the period of July 1, 2017 to June 30, 2020 pursuant to the terms and conditions of the agreement. This facilitates the implementation of an integrated, comprehensive and collaborative system of information by providing early learning services to enhance school readiness initiatives and optimal early childhood development as set forth in the California Children and Families Act of 1998.

***Contact: Susan Holliday, Associate Superintendent, Education Services***

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

**RESOLUTION NO. 1617-84**

**RESOLUTION FOR ACCEPTANCE OF AGREEMENT NO. FCI-SD3-04 WITH**  
**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**BE IT RESOLVED** that the Capistrano Unified School District Board of Trustees approves the Agreement No. FCI-SD3-04 with the Children and Families Commission of Orange County. The agreement awards a total of \$1,166,800 over three years including Early Learning Specialist Services, School Readiness Nurse Services, and Early Development Index project implementation for the period of July 01, 2017, to June 30, 2020, pursuant to the terms and conditions of the agreement. This facilitates the implementation of an integrated, comprehensive, and collaborative system of information by providing early learning services to enhance school readiness initiatives and optimal early childhood development as set forth in the California Children and Families Act of 1998.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Kirsten M. Vital	Superintendent	_____
Susan Holliday, Ed.D.	Associate Superintendent Education Services	_____

**PASSED AND ADOPTED THIS** 24<sup>th</sup> Day of May 2017, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES        ( )

NOES        ( )

ABSENT     ( )

ABSTAIN    ( )

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 24<sup>th</sup> day of May 2017, by a roll call vote.

\_\_\_\_\_  
Kirsten M. Vital  
Superintendent  
Secretary of the Board of Trustees

\_\_\_\_\_  
Date

**AGREEMENT FCI-SD3-04**

**BY AND BETWEEN**

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**AND**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**FOR THE PROVISION OF SERVICES**

This **AGREEMENT** ("Agreement") entered into as of the 1<sup>st</sup> day of July, 2017 ("Date of Agreement") is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **CAPISTRANO UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Agreement shall be administered by the Executive Director of COMMISSION or his or her authorized designee ("ADMINISTRATOR").

**RECITALS**

**A.** In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act"), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

**B.** COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County's children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised ("Strategic Plan").

**C.** CONTRACTOR is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County's children through age five (5).

**D.** On February 1, 2017 COMMISSION took action and awarded \$1,125,300 to CONTRACTOR (\$525,300 for three years of Early Learning Specialist Services and \$600,000 for three years of School Readiness Nurse Services) for the period July 1, 2017 through June 30, 2020.

**E.** On February 1, 2017, COMMISSION took action and awarded an amount not to exceed \$41,500 to CONTRACTOR to provide services implementing the Early Development Index (EDI) project for the period July 1, 2017 through June 30, 2020.

**F.** COMMISSION desires to contract with CONTRACTOR to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of

the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, “Services”).

**G.** As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission (“First 5 California”) and other matching fund opportunities as may become available.

**H.** CONTRACTOR desires to provide the services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

**1. TERM OF AGREEMENT.** The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

**2. ALTERATION OF TERMS.** This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 of this Agreement.

**2.1** CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

**2.2 Administrator Modification Authority.** Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement, and do not increase COMMISSION’s Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and/or the “Funds Due” period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

**3. STATUS OF CONTRACTOR.** CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by CONTRACTOR through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Orange ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

**3.1 COMMISSION as Independent Entity.** Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

**CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**4. CONTRACTOR DELEGATION AND ASSIGNMENT.** Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be

deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

**5. SUBCONTRACTS.** Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or agreement for professional services (each and all referred to as a “Subcontract”) for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

**5.1 Minimum Subcontract Terms.** Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

## **6. GENERAL INDEMNIFICATION**

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their officers,



Commissioners, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Orange (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

**6.1** No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

**7. INSURANCE.** Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

**7.1 Certificate of Self-Insurance Coverage.** In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

**7.1.1 Certificate of Self-Insurance.** A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificates shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees,

individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

**7.1.2 Types of Self-Insurance Coverage.** CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned, and hired vehicles/watercraft.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability coverage** for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this agreement, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

**7.2 Pooled or Joint Powers Insurance Coverage.** CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative or joint powers insurance authority, or both, with respect to the minimum amounts and types of required insurance coverage under this Agreement.

**7.2.1 Certificate of Pooled/Joint Powers Insurance.** A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his or her reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled or joint powers insurance. Pooled or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

**7.3 Insurance Policies through Independent Insurance Companies.** CONTRACTOR may obtain and maintain insurance policies for the required coverage under this Agreement.

**7.3.1 Evidence of Coverage.** Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

**(a) Required Coverage Forms**

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) **Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and by the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000. Such policy requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure “occurrence” rather than “claims made” coverage whenever possible. If coverage is written on a “claims made” basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**7.3.2 Types of Insurance Policies/Coverages.** If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

**7.4 Change in Coverage.** COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

**7.5 Duration of Insurance.** CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

**7.6 Maintain Records of Insurance Coverage.** CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

**7.7 Withhold Payment for Lack of Required Coverage.** COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

**7.8 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements.** In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payments which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

**7.9** Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

## **8. RESPONSIBILITIES OF CONTRACTOR**

**8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement.** COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may be waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

**8.1.1 Evidence of CONTRACTOR Approval of Agreement.** CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

**8.1.2 Insurance.** All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

**8.1.3 Other Conditions.** CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

**8.2 No Supplanting Government Funds.** CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this

Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

**8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement.** CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

**8.4 Staffing Obligations for Services.** COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

**8.4.1 Staffing Conferences.** At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

**8.4.2 Personnel Disclosure.** If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, which shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest or subsequent conviction, for other than minor traffic offenses, of any employee or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.



#### **8.4.3 CONTRACTOR to Maintain Complete Personnel Records.**

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment and pre-volunteer screening, such as information that CONTRACTOR has conducted or caused to be conducted on each employee or volunteer a pre-employment/hiring background check and that CONTRACTOR has taken all reasonable steps to assure all employees and volunteers assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

**8.5 Implementing Exhibits.** As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

### **9. GENERAL TERMS AND CONDITIONS**

**9.1 Compliance with Laws.** CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations, applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

**9.2 Familiarity with Work.** By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

**9.3 Care of Work.** CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

**9.4 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.5 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

**9.6 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**9.7 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.8 Covenant Against Discrimination.** In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of federal and state law.

CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

**9.9 Legal Action.** In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**9.10 Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

**9.11 Waiver of Jury Trial.** Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding, or counterclaim brought by any party against the other or against its officers, Commissioners directors, employees, agents, or subsidiary or affiliated entities on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement or any other claim of injury or damage.

**9.12 Use of Commission Name and Logo.** Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

**9.13 Time of Essence.** Time is of the essence in the performance of this Agreement.

**9.14 No Broker or Finders' Fee.** CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**9.15 No Use of Funds for Lobbying.** CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

**9.16 Constitutional Use of Funds.** As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the

use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

**9.17 Child Abuse Reporting.** CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

**9.18 CONTRACTOR Cooperation with Other COMMISSION Contractors** CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

**9.19 Political Activity.** CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

**9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights.** If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

**9.20.1** CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

**9.20.2** CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

**9.20.3** CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

**9.21 Suspension and Debarment.** CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

**10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.** CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

**10.1 No Conflict.** To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

**10.1.1** CONTRACTOR agrees that no officer, Commissioners, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

**10.1.2** Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

**10.2 No Bankruptcy.** CONTRACTOR is not the subject of any current or threatened bankruptcy.

**10.3 No Pending Legal Proceedings.** CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

**10.4 Application Veracity.** All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

**10.5 No Pending Investigation.** CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

**10.6 Licenses, Permits, and Standards.** CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

**10.6.1 Failure to Obtain or Maintain Licenses.** CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

**11. CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol attached hereto and incorporated by this reference as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

#### **11.1 CONTRACTOR Obligation**

**11.1.1** All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

**11.1.2** CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

**11.1.3** CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

**11.1.4** CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state or local confidentiality laws may be guilty of a crime and subject to civil action.

**11.2 Authorized Data Sharing.** The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects or as permitted by law.

## **12. DISPUTES.**

**12.1** Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

**12.2** Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

## **13. REPORTING REQUIREMENTS**

**13.1 Reports.** Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

### **13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

**13.2.1 County Requirements.** In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

**13.2.2 Failure to Comply Breach.** The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with

all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

**13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders.** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

**13.2.4 Exemptions.** Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

**14. AUDITS.** CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

**14.1 Fiscal Audit of Contract.** CONTRACTOR shall employ an independent, licensed Certified Public Accountant (“CPA”) who shall prepare and file with ADMINISTRATOR a “Fiscal Audit” of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

**14.1.1 Multi-Year Funding.** There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

**14.1.2 Retention Amount.** Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

**14.1.3 Scope of CPA Opinion for Fiscal Audit.** CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

**14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit.** The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

**14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement.** COMMISSION and ADMINISTRATOR and their authorized



representatives, and First 5 California and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

**14.4 Availability of Records for Auditing Purposes.** In the event that CONTRACTOR’s corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR’s books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party’s normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange, and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR’s books and financial records.

**14.5 Monitoring.** COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

**14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.** If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

**15. MAXIMUM PAYMENT OBLIGATION.** The “Maximum Payment Obligation” of COMMISSION to CONTRACTOR under this Agreement shall be One Million One Hundred Sixty

Six Thousand Eight Hundred Dollars (\$1,166,800) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

**15.1 Multi-Year Contracts.** For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

**15.1.1** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2017 through June 30, 2018 shall be \$375,100.

**15.1.2** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2018 through June 30, 2019 shall be \$375,100.

**15.1.3** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2019 through June 30, 2020 shall be \$375,100.

**15.1.4** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2017 through June 30, 2020 shall be \$41,500.

**15.2 Initial Payment.** ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% of COMMISSION's Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

**15.3 Provisional Payment.** At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

**15.4 Billing/Payment Interval.** COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project

Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

**15.5 Indirect Cost Rate.** Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

**15.6 Facilities/Lease Costs.** In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

**15.7 Invoices.** CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

**15.7.1** Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

**15.7.2** CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

**15.7.3 COMMISSION** shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

**15.8 Retention Amount.** CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services (“Retention Amount”) may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR’s sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR’s entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

**15.9 Final Invoice/Settlement.** With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

**15.10 Source of COMMISSION Funding.** CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, in funding allocations or changes to the Act, as elected by COMMISSION.

**15.11 Leveraging Funds.** For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to, certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR’s COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This

covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

## **15.12 PROGRAM FEES**

**15.12.1** The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

**15.12.2** CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

**15.12.3** CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

**15.12.4** CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

**15.12.5** CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

**15.12.6** A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

**15.12.7** All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

**16. OVERPAYMENTS.** Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

**16.1 Offset Permitted.** In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

**16.2 Offset Permitted under Subsequent Renewal or Other Pending Contract.** COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related to or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

## **17. RECORDS**

**17.1 Maintain Complete Books and Records.** CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from the records.

**17.1.1** CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

**17.2 Separation of Accounts.** All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

**17.3 Form of Records.** CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

**17.4 Release of Records.** The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

**17.5 Ownership of Records.** Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

**17.6 Inspection and Access to Records.** ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

## **18. PATENT AND COPYRIGHT INFRINGEMENT.**

**18.1** In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

**18.2** CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

## **19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.**

**19.1 Evaluation and Contracts Management System.** Services under this Agreement include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

**19.1.1** CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to



CONTRACTOR's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. CONTRACTOR shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

**19.2 Confidentiality.** Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

**20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

**21. COPYRIGHT ACCESS.** COMMISSION, the County of Orange, the State of California, and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

## **22. NOTICES**

**22.1 Method and Form of Notice.** Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

**COMMISSION:**       **Children and Families Commission of Orange County**  
Contracts Manager  
1505 E. 17<sup>th</sup> Street, Suite 230  
Santa Ana, CA 92705

**CONTRACTOR:**     See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

**22.2 Advisory Notices Required.** Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

## **23. RIGHTS OF TERMINATION**

### **23.1 Termination for Convenience Prior to Expiration of Term.**

**23.1.1** COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

**23.2 Termination for Cause Due to Default of CONTRACTOR.** COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or

otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

## **24. DEFAULT**

**24.1 Default by CONTRACTOR.** Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

**24.1.1** Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed;

**24.1.2** Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

**24.1.3** Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

**24.1.4** Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

## **25. REVERSION OF ASSETS**

**25.1 Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

**25.2 Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket

expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

**25.2.1** In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

**25.2.2** In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

**26. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

**27. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

**COMMISSION**

**CHILDREN AND FAMILIES  
COMMISSION OF ORANGE COUNTY,**  
a public body and legal public entity

Dated: \_\_\_\_\_

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

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF COMMISSION

By: \_\_\_\_\_  
Robin Stieler  
Clerk of the Commission

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
James M. Donich, Commission Counsel

**[Signature block for CONTRACTOR on next page.]**

[Signature block continued from previous page.]

**CONTRACTOR**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**, a  
California public school district, organized and  
existing under the laws of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kirsten M. Vital, Superintendent

**EXHIBIT A**  
**PROJECT SUMMARY**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**Agreement # FCI-SD3-04**  
**School District Services**  
**Term: July 1, 2017 through June 30, 2020**

**1. FUNDING RECIPIENT**

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

Contact: Debra R. Keeler, Ph.D., Director II, Early Childhood Programs, 949-234-5347, [drkeeler@capousd.org](mailto:drkeeler@capousd.org)

Work Plan and Data Entry Contact: Debra R. Keeler, Ph.D., Director II, Early Childhood Programs, 949-234-5347, [drkeeler@capousd.org](mailto:drkeeler@capousd.org)

Mary Cope, School Readiness Nurse, 949-234-9355, [mscope@capousd.org](mailto:mscope@capousd.org)

Invoices/Documentation Contact: Afrina Afshar, Account Technician II, 949-234-9217, [afafshar@capousd.org](mailto:afafshar@capousd.org)

Designated Level of Data Reporting: **AMM and CLDM**

Signatories: Kirsten Vital, Superintendent, 949-234-9203, [kvital@capousd.org](mailto:kvital@capousd.org)

**2. BACKGROUND**

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

**3. PURPOSE AND SCOPE OF WORK**

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

Work within CONTRACTOR's protocols for the implementation of the project.

Regularly communicate and document the goals and progress, and participate in training opportunities provided through this Agreement.

**Exhibit A**  
Page 1 of 5

Participate in regularly scheduled business meetings scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

Prior to the 10<sup>th</sup> of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

### **3.1 EARLY LEARNING SPECIALIST**

**3.1.1** Assign a qualified Early Learning Specialist (ELS) to be responsible for the services described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement. The qualified ELS is deemed someone with the expertise to execute the Scope of Work, serve as the main contact for the agreement, and responsible for executing the assigned duties.

**3.1.2** Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

**3.1.3** Build relationships to ensure communication with outside agencies (including private and faith-based programs) providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in the local school district's activities; and with district early primary teaching staff.

**3.1.4** Act as an advocate within the school district to promote the importance and benefits of early learning for children's school success, including ensuring District administrators understand the COMMISSION'S Early Learning goals and progress.

**3.1.5** Develop and implement a Sustainability Plan for Early Learning within the school district. As part of plan implementation, seek to draw or channel additional funds for early learning programs from all available revenue sources including but not limited local, state and federal funding (e.g., Local Control Accountability Plan, grants, foundations, fee for service, and other state or federal funds distributed to school districts).

**3.1.6** As part of the Sustainability Plan, develop a written transition strategy for maintaining services in preparation for Fiscal Year 2019/20-21.

**3.1.7** Implement evidence-based early math/Science, Technology, Engineering and Math (STEM), and literacy-related programs or activities in the District's early learning programming.

**3.1.8** Participate in professional development opportunities including the areas of early math and STEM.

**3.1.9** Implement early intervention services to address speech and language delays prior to school entry, for example, training parents on communication norms, delays, strategies and informing them of related resources including written materials and online support.

**3.1.10** As resources are available within the local community, provide support for drop-in, family-focused early learning programs (e.g., Learning Link).

**3.1.11** Provide school readiness information and materials to parents and early education providers (including private and faith-based programs through workshops, trainings, and paper or electronic distributions).

#### **Exhibit A**

Page 2 of 5



**3.1.12** Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

**3.1.13** Create and implement a plan to capture preschool student data into District's student data collection system; and maintain a protocol for transferring relevant student health and development information between the early care setting and the public school kindergarten teachers.

**3.1.14** Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

**3.1.15** Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks including private and faith-based programs.

**3.1.16** Coordinate outreach efforts to educate the community including private and faith-based programs regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

**3.1.17** Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

**3.1.18** Participate in the Early Development Index (EDI) at one of the following levels:

**3.1.18.1** Planning for implementation of future EDI cycles.

**3.1.18.2** Administer EDI as scheduled in kindergarten classrooms within the district.

**3.1.18.3** Incorporate EDI data into local community and district planning efforts, for the purpose of:

- Develop community partnerships to increase familiarity and use of EDI, guide project development, and generate in-depth internal discussion. Activities may include parent presentations and community partner meetings for the purpose of analyzing and discussing the results of the data.
- Use EDI data to support the inclusion of early learning activities in the district LCAP.

**3.1.19** Develop a strategic plan to increase investments in Early Learning based on EDI results.

**3.1.20** Promote a countywide agenda for young children.

**3.1.21** Develop connections with private preschools and family care; and use data to evaluate long term outcomes and coordinate services with k-12 systems.

## **3.2 DISTRICT SCHOOL READINESS NURSE**

**3.2.1** Recruit and/or maintain 2.0 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose

of the District School Readiness Nurses is to expand access to healthcare for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurses shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

**3.2.2** Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

**3.2.3** Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

**3.2.4** District School Readiness Nurses shall:

**3.2.4.1** Regularly assess the needs of families in their communities, meet and work with their district's Early Learning Specialist and the District Coordinating Nurse on a regular basis; consult with local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to faith-base and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

**3.2.4.2** Build relationships to ensure communication with; outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

**3.2.4.3** Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

**3.2.4.4** Complete additional tasks as identified on Exhibit A-1 to this Agreement.

**3.2.5** The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

**3.2.6** Partner with COMMISSION to perform in-depth analysis of current SRN scope of work and assist in identifying any scope adjustments needed for optimal program functioning.

#### **4. ATTACHMENTS TO EXHIBIT B**

**4.1** Staffing

**4.2** Subcontractors List

#### **5. WAIVERS/AMENDMENTS TO AGREEMENT**

None.

**Exhibit A**  
Page 4 of 5

## **6. INVOICING/PAYMENT ELECTIONS**

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

**6.1** Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

**6.2** Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is monthly.

**6.3** Retention Timing. The Parties agree an amount equal to ten percent (10%) of each monthly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

**EXHIBIT A-1**  
**Early Learning Specialist Work Plan Template**

Date of Draft: 3/16/2017

Commission Lead: Cinda Muckenthaler

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/20/2017

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/20/2017

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	Early Learning	Debbi Keeler	drkeeler@capousd.org	FCI-SD3-04
<b>Project Abstract (a short description of the project):</b>				
Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.				
<b>General Instructions</b>				
<ul style="list-style-type: none"> <li>• Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.</li> <li>• New Clients: All clients are new starting July 1, 2017; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.</li> <li>• Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.</li> <li>• Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.</li> </ul>				

**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
HC.4 Increased percent of children growing up in healthy and safe environments	Specialty Care	HC.4.4 Increase the number of medically fragile infants or children with chronic and disabling conditions who receive specialty medical and/or behavioral health services	HC.4.4.8a Parents receive speech and language services	Parents	100 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of speech and language sessions each attended) <b>Notes:</b> Describe services provided Not required to use any specific method to meet this milestones.

**Exhibit A-1**

Page 1 of 8

**EXHIBIT A-1**  
**Early Learning Specialist Work Plan Template**

Date of Draft: 3/16/2017

Commission Lead: Cinda Muckenthaler

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/20/2017

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/20/2017

**Goal 2. STRONG FAMILIES**

Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
SF.4 Increased access to and availability of family support services and resource	Behavioral Health Services	SF.4.2 Reduce gap between children referred for behavioral health conditions and those getting services	SF.4.2.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5	Provider	80 unduplicated providers	7/1/17	6/30/18	<b>Providers:</b> Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> Total # of provider trainings on child behavioral health issues <b>Notes:</b> Describe services provided in relation to behavior health strategies in classrooms

**Goal 3. EARLY LEARNING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.1 Increased all children's developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children Being Read To By Parents/ Caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home	Parent	1,000 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of reading sessions each attended) <b>Notes:</b> Describe services provided
EL.1 Increased all children's developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation,	Children Being Read To By Parents/ Caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home	EL.1.2.1 Books distributed to children	Books	1,000 Books	7/1/17	6/30/18	<b>Services:</b> # of books distributed in month reporting <b>Notes:</b> Brief description of distribution

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**EXHIBIT A-1**  
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Commission Lead: Cinda Muckenthaler

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
social expression, and self-care and motor skills								
EL.1 Increased all children's developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Literacy Proficiency	EL.1.3 75% of typically developing children are effective learners in literacy	EL.1.3.1 Children participating in early literacy programs	Children 0-5	1,000 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of child contacts (total # of children multiplied by the number of reading sessions/programs each attended) <b>Notes:</b> Describe services provided,
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school	EL.2.2.2a Parents participate in a drop-in, family-focused early learning program (i.e., Learning Link) OPTIONAL	Parents	900 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of family-focused early learning sessions each attended) <b>Notes:</b> Describe services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school	EL.2.2.2b Children participate in a drop-in, family-focused early learning program (i.e., Learning Link) OPTIONAL	Children 0-5	700 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of child contacts (total # of children multiplied by the number of family-focused early learning sessions each attended) <b>Notes:</b> Describe services provided. In first entry, please describe staffing,

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Parent Knowledge of School Readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school	Parent	1,500 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total # of services provided (total # of parents multiplied by the number tools, resources or information provided each received during the month reported) <b>Notes:</b> Brief description of services provided.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Provider Knowledge of School Readiness	EL.3.2 Increase provider's knowledge and involvement in preparing children for school	EL.3.2.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning efforts.	Activities	10 Activities	7/1/17	6/30/18	<b>Services:</b> # of activities that are accomplished throughout the school year <b>Notes:</b> Brief description of activities including planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition Planning	EL.4.1 All schools in Orange County are prepared for incoming Kindergarteners	EL.4.1.1 Children visit Kindergarten classrooms prior to start of school year	Children 0-5	400 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children visiting classrooms (always new) <b>Notes:</b> Brief description of planning and/or implementation events throughout the year

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into district data systems	EL.4.2.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten	Children 0-5	500 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children whose records were transferred (always new) <b>Notes:</b> Brief description of planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into district data systems	EL.4.2.3 Children entering preschool programs are assigned a unique identifier	Children 0-5	1,000 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children assigned a unique identifier (always new) <b>Notes:</b> Update progress on assigning a unique identifier which will be transferred to the K-12 system upon completion of preschool.

**Goal 4. CAPACITY BUILDING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1 Dollar amount raised from program fees/revenue	Dollars	\$1,450,000	7/1/15	6/30/16	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts resulting from program fees and/or program revenue. Include brief description of funding source(s) and how \$'s are allocated to the program.

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								<b>Include Learning Link - \$50,000</b>
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1d Dollar amount raised from government funds/grants	Dollars	\$2,500,000	7/1/17	6/30/18	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts resulting from government funding. Include brief description of funding source(s) and how \$'s are allocated to the program. Please indicate if local, State, Federal funding or combination of government sources. State Preschool/Title 1/LCAP
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.3 Develop sustainability report and communicate progress on the sustainability plan to the Commission.	Reports	1 report	7/1/17	6/30/18	<b>Services:</b> # of reports completed <b>Notes:</b> Describe monthly efforts to achieve goal. When report completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and Networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (For faith	Collaborations	20 collaborations	7/1/17	6/30/18	<b>Services:</b> # collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings <b>Notes:</b> Brief description of collaborations and partnerships.

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			based and/or private and/or preschool programs, report activities under CB.2.2.1a)					
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and Networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1a Developing partnerships, coordinating and collaborating with faith based and/or private preschool school programs to improve service delivery	Collaborations	15 collaborations	7/1/17	6/30/18	<b>Services:</b> # faith based and/or private preschool program collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings <b>Notes:</b> Brief description of collaborations and partnerships.
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Program	10 activities Coordinate with SRN #s	7/1/17	6/30/18	<b>Services:</b> # of activities completed <b>Notes:</b> Describe efforts to coordinate services with SRN and special education programs.
CB.2 Increase access and efficiency, quality and effectiveness	Professional Training and Development	CB.2.7 Provide training and administrative	CB.2.7.3 Provide trainings to	Provider	100 unduplicated providers	7/1/17	6/30/18	<b>Providers:</b> Providers are "new" to this service in month where first receiving this service and repeat in subsequent

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		support to funded programs to ensure quality and results	build the capacity of the agency to increase quality services (including STEM related activities)					months until the service ends for fiscal year. <b>Services:</b> # of trainings <b>Notes:</b> Describe trainings provided and topics of trainings
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.5 Program staff will report the number of client intake records entered	Children 0-5	30 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered for month reported	Children 0-5	30 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)

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**EXHIBIT A-1**  
**School Nurse Program**  
**Work Plan Template FCI-SD3-04**

Date of Draft: 2/20/17

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 2/23/17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2/24/17

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	School Nurse Program	Mary Cope	<a href="mailto:mscope@capousd.org">mscope@capousd.org</a> 949-234-9355	FCI-SD3-04
<b>Project Abstract (a short description of the project):</b>				
Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.				
<b>General Instructions</b>				
<ul style="list-style-type: none"> <li>• Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.</li> <li>• Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2017 - July 31, 2017.</li> <li>• New Clients: All clients are new starting July 1, 2017 this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.</li> <li>• Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.</li> <li>• Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.</li> </ul>				

**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and	HC 2.2.1 Children receive developmental and/or behavioral screening using evidence-based screening tools (i.e. PEDS, ASQ, ASQ-SE, MCHAT, Child Behavior Checklist).	Children 0-5	250 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this screening and repeat in subsequent months if rescreened. <b>Services:</b> Total # of screenings provided during the month. <b>Notes:</b> Brief description of screenings provided and number of children referred for follow-up

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		language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals						assessments based on screening results
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.2a Children receive a dental screening, including visual inspection and/or assessment by professional dental resource	Children 0-5	250 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. <b>Services:</b> Total # of dental screenings provided during the month. <b>Notes:</b> Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental	HC.2.2.2b Children screened for up to date immunizations	Children 0-5	500 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # children 0-5 screened for immunizations (first time and repeat). <b>Services:</b> # of immunization screenings <b>Notes:</b> Brief description of immunization screenings including

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EXHIBIT A-1  
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		milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals						completion of State Immunization Report (if applicable)
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.3 Children receive vision screening using evidence-based tools (i.e., LEA, PlusOptix12, & SPOT)	Children 0-5	250 unduplicated children	7/1/17	6/30/18	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of vision screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment</p>

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HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.4 Children receive hearing screening using evidence-based tools (i.e., OEA, Audiometry, Pure Tones, Tympanometry, etc)	Children 0-5	250 unduplicated children	7/1/17	6/30/18	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of hearing screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment</p>
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Children 0-5	250 unduplicated children	7/1/17	6/30/18	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of body composition screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment.</p> <p>Note: Rescreen children with BMI &gt;95% prior to the end of the school year to track changes in BMI</p>

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		receive appropriate referrals						
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.6 Children receive health status screening (i.e., asthma, allergies, etc.)	Children 0-5	500 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. <b>Services:</b> Total # of health status screenings provided during the month. <b>Notes:</b> Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language,	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Parent	100 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> Parents are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern. <b>Services:</b> Total # of referrals provided <b>Notes:</b> Brief description of referrals

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		behavior, psychosocial issues, and other special needs, and receive appropriate referrals						provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.10b Parents are linked to referred services for their child's health and developmental concerns	Parent	65 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> # of parents linked to referred services. <b>Services:</b> Total # of linked referrals. <b>Notes:</b> Brief description.
HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage.	HC.3.1.1 Children are linked with health insurance enrollment	Children 0-5	3 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of target children 0-5 linked to health insurance (as a result of this program's efforts). Always new (no repeats). <b>Notes:</b> Brief description.

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HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home.	HC.3.2.1 Children are linked to a health care home	Children 0-5	3 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children linked to a health home (as a result of this program's efforts). Always new. <b>Notes:</b> Brief description. Please include information on referrals to Affordable Care Act (ACA) and/or PMD.
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**Goal 2. STRONG FAMILIES**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.3 Office visits to improve knowledge of healthy child development <b>Program notes:</b> One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.	Parent	350 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> Parents are "new" to this service in month where first receiving this service and repeat in subsequent months or for multiple issues until the service ends for fiscal year. <b>Services:</b> # of office visits <b>Notes:</b> Brief description.
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.4a Parents participate in parenting education classes on healthy child development	Parent	100 unduplicated parents	7/1/17	6/30/18	<b>Parents:</b> Parents are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> # of parent education classes <b>Notes:</b> Describe topic of each classes provided
SF.3. Increased parent knowledge	Parent	SF.3.1	SF.3.1.5 Children	Children	200	7/1/17	6/30/18	<b>Children:</b> Children are "new" to this

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
and skills to help prepare children to reach their optimal potential	Knowledge of Healthy Child Development	Increase parent knowledge of healthy child development	receive health education classes	0-5	unduplicated children			service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> Count the # of health education classes (include classes on Nutrition and Physical Activity here). <b>Notes:</b> Describe classes
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.7 Providers receive consultations to improve provider knowledge of healthy child development	Providers	50 unduplicated providers	7/1/17	6/30/18	<b>Providers:</b> Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> # of provider consultations <b>Notes:</b> Brief description.

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**Goal 4. CAPACITY BUILDING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Activities	6 activities	7/1/17	6/30/18	<b>Services:</b> # of activities related to sustainability and/or coordination of services <b>Notes:</b> Describe efforts to sustain program and/or coordinate services
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB.3.1.4 Children with special needs* served  *Special needs children are defined as "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally" (Maternal and Child Health Bureau)	Children 0-5	50 unduplicated children	7/1/17	6/30/18	<b>Children:</b> # of children new in first month of service. No repeat.  <b>Notes:</b> Document the types of special needs encountered
CB.3 Promote data to support	Evaluation	CB.3.1	CB 3.1.5 Program staff	Children 0-5	30	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)

**Exhibit A-1**  
Page 9 of 10

**EXHIBIT A-1**  
**School Nurse Program**  
**Work Plan Template FCI-SD3-04**

Date of Draft: 2/20/17

Commission Lead: Dian Milton

Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 2/23/17

Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 2/24/17

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
decision making and program improvement		Develop high-quality program evaluations and reporting	will report the number of client intake records entered		unduplicated children			
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered	Children 0-5	30 unduplicated children	7/1/17	6/30/18	<b>Children:</b> Children 0-5 (new only)

**EXHIBIT B**  
**PROJECT BUDGET**

<b>Capistrano Unified School District</b>	<b>Funds Due 7/1/17 – 6/30/18</b>	<b>Funds Due 7/1/18 – 6/30/19</b>	<b>Funds Due 7/1/19 – 6/30/20</b>
Staffing	<b>\$341,417</b>	<b>\$341,417</b>	<b>\$341,417</b>
Direct Project Expenses	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Capital Equipment	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Indirect/Administrative	<b>\$15,119</b>	<b>\$15,119</b>	<b>\$15,119</b>
Subcontracts	<b>\$18,564</b>	<b>\$18,564</b>	<b>\$18,564</b>
<b>TOTAL FUNDS DUE</b>	<b>\$375,100</b>	<b>\$375,100</b>	<b>\$375,100</b>

<b>Early Developmental Index</b>	<b>Funds Due 7/1/17 - 6/30/20</b>
EDI Expenses*	<b>\$41,500</b>

\* EDI budget may be expended at any time over the three year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

**MAXIMUM PAYMENT OBLIGATION: \$1,166,800**

## Attachment 1 to Exhibit B

### STAFFING TABLE

	7/1/17 - 6/30/18	7/1/18 - 6/30/19	7/1/19 - 6/30/20
	FTE	FTE	FTE
	Salary & Benefits	Salary & Benefits	Salary & Benefits
<b>Position Title: Early Learning Specialist (Supervisor IV)-ELS</b>	FTE	FTE	FTE
	\$10,995	\$10,995	\$10,995

Minimum Qualifications: Education equivalent to the completion of a Bachelor's Degree or higher in Child Development or a closely related field. License and experience requirements are a valid CA Children's Center Director's Permit and a valid CA Driver's License.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

<b>Position Title: Preschool Resource Teacher-ELS and Additional \$</b>	FTE	FTE	FTE
	\$138,483	\$138,483	\$138,483

Minimum Qualifications: Experience and education as required for the CA Child Development Teacher Permit; pass a District proficiency test in English usage, language arts and math or have passed CBEST, or completed two years of college.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

<b>Position Title: Nurse (District-wide Nurse) SRN</b>	1.0 FTE	1.0 FTE	1.0 FTE
	\$191,939	\$191,939	\$191,939

Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA,. Education Codes, Title 22 regulations and the Nursing Practice Act..

Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement.

**Attachment 1 to Exhibit B**

**Summary Table of Staffing Costs**

07/01/17 – 06/30/18	07/01/18 – 06/30/19	07/01/19 – 06/30/20
\$341,417	\$341,417	\$341,417



**Attachment 2 to Exhibit B**

**SUBCONTRACTOR TABLE**

<b>Subcontractor Name, Address, Email and Phone Number</b>	<b>7/1/17 – 6/30/18</b>	<b>7/1/18 – 6/30/19</b>	<b>7/1/19 – 6/30/20</b>	<b>1-2 sentence description of services sub-contracted. This table is for services outsourced to a third Party.</b>
Christine Stein	\$18,564	\$18,564	\$18,564	Christine will provide Bilingual Speech and Language Pathologist services at San Juan and Las Palms Learning link Programs.

<b>Total Subcontract Costs</b>	<b>7/1/17 – 6/30/18</b>	<b>7/1/18 – 6/30/19</b>	<b>7/1/19 – 6/30/20</b>
	<b>\$18,564</b>	<b>\$18,564</b>	<b>\$18,564</b>

**Attachment 2 to Exhibit B**

Page 1 of 1

## EXHIBIT C

### ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** ("Acknowledgment") is an exhibit and fully incorporated into that certain Agreement for provision of Services ("Agreement") dated July 1, 2017 by and between **Children and Families Commission of Orange County** ("COMMISSION") and **Capistrano Unified School District**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, "CONTRACTOR"), is not an employee of COMMISSION.
2. CONTRACTOR is an independent contractor to COMMISSION.
3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION's payroll as regular employees.
5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION's regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.
6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, "COMMISSION") from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR's acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

## EXHIBIT C

### ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

### CONTRACTOR

**CAPISTRANO UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California

By: \_\_\_\_\_  
**Kirsten M. Vital, Superintendent**

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

**11. QUARTERLY REPORT – WILLIAMS SETTLEMENT LEGISLATION UNIFORM COMPLAINT:**

Acceptance of Williams Settlement Legislation Uniform Complaint Third Quarter Report. Board Policy 1312.4 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. During the third quarter, the District received zero complaints.

***Contact: Gordon Amerson, Associate Superintendent, Human Resource Services***



## 2016-17 Quarterly Report Williams Legislation Uniform Complaints

**District:** Capistrano Unified School District

**District Contact:** Rich Montgomery *RM*

**Title:** Executive Director, Human Resource Services/Compliance

- |  |                               |                                       |
|--|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1            | July 1 - September 30, 2016   | <b>Report due by October 28, 2016</b> |
| <input type="checkbox"/> Quarter #2            | October 1 - December 31, 2016 | <b>Report due by January 27, 2017</b> |
| <input checked="" type="checkbox"/> Quarter #3 | January 1 - March 31, 2017    | <b>Report due by April 28, 2017</b>   |
| <input type="checkbox"/> Quarter #4            | April 1 - June 30, 2017       | <b>Report due by July 28, 2017</b>    |

**Check the box that applies:**

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	0	0	0
<b>TOTALS</b>	0	0	0

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent: *KM* Date: 4/10/2017

**Please submit to:**

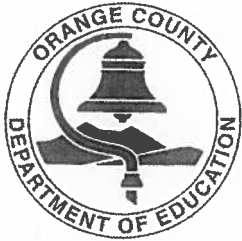
Thea Savas  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336; Email: tsavas@ocde.us; Fax: (714) 327-1371

**12. ORANGE COUNTY DEPARTMENT OF EDUCATION THIRD QUARTER REPORT – WILLIAMS SETTLEMENT LEGISLATION:**

Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) Third Quarter Report. Education Code § 1240 requires OCDE to report visits and reviews of District schools conducted by OCDE, if any. Furthermore, the law requires the report be provided to the Board of Trustees at a regularly scheduled public meeting each quarter.

***Contact: Gordon Amerson, Associate Superintendent, Human Resource Services***



CUSD/PERSONNEL\*17MAY0112:07

April 28, 2017

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050

(714) 966-4000

FAX (714) 432-1916

[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

**To:** Kirsten M. Vital, Superintendent, Capistrano Unified School District  
**From:** Nicole Savio Newfield, Administrator, Community and Student Support Services  
**Subject:** Williams Settlement Legislation 3<sup>rd</sup> Quarter Report

I am pleased to provide the third quarter Williams Settlement Legislation report for the 2016-17 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during January, February, and March 2017. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

**THIRD QUARTER REPORT**

**School Accountability Report Card**

- In February 2017, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2016-17 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

**Uniform Complaint Procedures (UCP)**

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the second quarter.
- No complaints were filed in your district during the period of October through December 2016.

**Upcoming Quarter**

- Teacher assignment monitoring
- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or [nsavio@ocde.us](mailto:nsavio@ocde.us).

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you and your staff for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ts

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools  
Rich Montgomery, Executive Director of Human Resources Services/Compliance



Orange County Department of Education  
Williams Settlement Legislation  
3<sup>rd</sup> Quarter Report 2016-17  
Capistrano Unified School District

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION**

The SARCs published in 2016-17 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Kinoshita Elementary	March 17, 2017	Yes	N/A	Yes	N/A
Viejo Elementary	March 17, 2017	Yes	N/A	Yes	N/A

EXHIBIT 12

2

2 of 2

CUSD/PERSONNEL 17MAY011208

Respectfully submitted,

Nicole Savio Newfield

Administrator, Community and Student Support Services

4/28/17  
Date

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**13. INTERNSHIP CONTRACT AGREEMENT WITH CHAPMAN UNIVERSITY:**

Approval of the Education Specialist Internship Contract Agreement with Chapman University effective August 1, 2017 until September 1, 2022. Human Resource Services has partnered with Chapman University in order to meet the growing demand of employing qualified teachers in hard-to-fill areas such as Special Education.

*Contact: Gordon Amerson, Associate Superintendent, Human Resource Services*



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**INTERNSHIP CONTRACT AGREEMENT:**  
**By and Between**  
**CHAPMAN UNIVERSITY AND**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium.

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Chapman University Supervisor and District Support Provider for a combined minimum total of 144 hours and is provided with general support at the classroom level of the cooperating school. An additional combined total of 45 hours will be administered to interns in need of English Learner (EL) Support. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code: 44455). For renewals please see Education Code 44456.

The District will assign a District Support Provider to the intern to provide support throughout the year. The Support Provider will serve as an on-site guide, who observes the intern, and provides substantive feedback.

The District acknowledges that each intern under this Internship Contract Agreement shall be a paid employee of the District and thus covered under the District's insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Chapman University while performing services for the District.

Chapman University and Capistrano Unified School District agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on August 1, 2017 and continuing until September 1, 2022. This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

**CHAPMAN UNIVERSITY**

---

Harold Hewitt  
Exec. Vice Pres. and Chief Oper.  
Officer

---

Date

**DISTRICT REPRESENTATIVE**

---

Kirsten M. Vital  
Superintendent

---

Date

---

Dr. Gordon Amerson  
Assoc Superintendent, Human Resources

---

Date

## APPENDIX A

### Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law:

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. (Reference: Education Code Section 44453).
- (2) **Supervision of Interns.** In an internship program, the participating district shall provide supervision of all interns. Salary payments for supervision of interns may be made out of district funds and may be met by reducing proportionately the salaries paid interns. Under this authorization no more than eight interns may be supervised by one staff member and the normal district salary paid each intern may be reduced by as much as, but no more than, one-eighth to pay the salary of the supervisor. In no event may an intern be paid less than the minimum salary required to be paid by the state to a regularly certificated teacher. (Reference: California Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential (Reference: Education Code Section 44454). The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s). (Reference: Education Code Section 44458).
- (4) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: Education Code Section 44321 and 44452).

### Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing.  
Internship Contract Agreement

- (5) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (6) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. Also, the local bargaining unit (teacher union) is encouraged to provide a written statement of support for the internship agreement.

## **APPENDIX B**

### **District or Consortium Statement of Need Sample Letter**

***This must appear on district letter head***

To Whom It May Concern:

California faces a critical shortage of teachers. Presently, the Commission on Teacher Credentialing estimates the shortage of credentialed teachers in California exceeds 30,000. In addition, the number of minority teachers and teachers trained to meet the needs of all our students is woefully deficient.

Our district or consortium reflects this critical shortage. The growing number of students in our district over the last few years has focused our attention on hiring additional teachers. Although we attend many recruitment fairs and hold district interviews, we have experienced difficulty finding enough teacher candidates to meet our staffing needs. We are seeking ways to hire qualified teachers and believe the Chapman Internship Program will provide a ready solution to this problem.

We look forward to working with the Chapman Intern Program and with Chapman Intern teachers. Hiring these Intern teachers will in no way displace teachers already employed in our district or consortium.

Sincerely,

Name  
Title

**Local Bargaining Unit  
Sample Letter**

***This must be on the Bargaining Unit Letter Head***

To Whom It May Concern:

On behalf of the \_\_\_\_\_ Education Association, I wish to express our support of the  
\_\_\_\_\_ School District in their efforts to secure an Internship Credential Agreement with  
Chapman University.

Sincerely,



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9200/FAX: 496-7681 [www.capousd.org](http://www.capousd.org)

## BOARD OF TRUSTEES

MARTHA MCNICHOLOS  
PRESIDENT

GILA JONES  
VICE PRESIDENT

PATRICIA HOLLOWAY  
CLERK

AMY HANACK

LYNN HATTON-HOESON

GARY PRITCHARD, PH.D.

JIM REAGAN

SUPERINTENDENT  
KIRSTEN M. VITAL

May 2, 2017

Chapman University  
One University Drive  
Orange, CA 92866-9914

To Whom It May Concern:

California faces a critical shortage of teachers. Presently, the Commission on Teacher Credentialing estimates the shortage of credentialed teachers in California exceeds 30,000.

Our District experiences this critical shortage. We historically have hired interns in hard-to-fill areas. We seek ways to hire qualified teachers and believe the Chapman Internship Program will provide a ready solution to this problem.

We look forward to working with the Chapman Intern Program and with Chapman Intern teachers. Hiring these teachers will in no way displace teachers already employed in our District.

Sincerely,

Robert Miller  
Executive Director  
Human Resource Services, Employee Engagement

SERVING THE COMMUNITIES OF:

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

EXHIBIT 13

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## Capistrano Unified Education Association

May 2, 2017

To Whom It May Concern:

On behalf of Capistrano Unified Education Association, I wish to express our support of the Capistrano Unified School District in their efforts to secure an Internship Credential Agreement with Chapman University.

Sincerely,

Sally White, President

Capistrano Unified Education Association

27422 Aliso Creek Road, Suite 100  
Aliso Viejo, CA 92656

Phone: 949.900.2280  
Fax: 949.900.2284  
Website: [www.cuea.org](http://www.cuea.org)



**14. 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*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 24, 2017  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Aguirre Pedraza, Oralia	Student Supvr	District Initiated	03/20/2017	06/02/2017
2. Aguirre, Maria	Infant/Toddler Child Care Provider	Retirement	03/19/2007	06/01/2017
3. Becker, Estella	Student Supvr	Voluntary	02/14/2013	06/02/2017
4. Bottiaux, Elizabeth	IF-Sp Ed	Voluntary	11/16/2016	06/02/2017
5. Breese, Gabrielle	Inst Asst-Sp Ed	Voluntary	08/29/2016	06/02/2017
6. Case, John	Sch Bus Driver	Voluntary	02/01/2017	04/18/2017
7. Cherone, Elizabeth	Sub IF-Sp Ed Sub IA-Sp Ed	District Initiated	10/20/1997	05/02/2017
8. Cooper, Stephanie	Inst Asst	Voluntary	10/19/2009	06/02/2017
9. Corbett, Viki	LVN	Voluntary	02/27/2017	05/10/2017
10. Cummings, Sue	Lead FS Worker	Retirement	01/16/1992	05/24/2017
11. Del Padre, Lisa	ASB Worker	Voluntary	02/12/2015	03/14/2017
12. Denning, Colette	MS Library Media Technician	Voluntary	10/24/1994	06/02/2017
13. Denny, Haven	Student Supvr	Voluntary	11/28/2016	06/02/2017
14. Dewar, Dawn	Sch Bus Driver	Personal	01/08/2001	03/17/2017
15. Eden, Cristin	Presch Rsrc Teacher	Retirement	09/06/1996	05/24/2017
16. Evans, Sandra	Blngl Comm Svcs Liaison	Retirement	11/08/1999	06/02/2017
17. Fejes, Kristen	IF-Sp Ed	Voluntary	01/17/2017	06/02/2017
18. Gillespie, Marti	IF-Sp Ed	Voluntary	10/19/2010	06/02/2017
19. Gillette, Jennifer	Inst Asst-Sp Ed	Voluntary	09/09/2013	06/02/2017
20. Grant, Mary	Presch Teacher	Retirement	09/07/1989	05/10/2017
21. Grant, Susan	Elem Sch Office Mgr	Retirement	04/01/1991	05/07/2017
22. Lambrakis Reynolds, Kelly	Student Supvr	Voluntary	10/23/2014	06/02/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 24, 2017  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
23. Lavin, Pamela	Elem Sch Office Mgr	Retirement	09/18/1989	05/24/2017
24. Linderoth, Kathy	Sub Sr Staff Secretary	Relocation	10/15/2015	04/20/2017
25. Lutjens, Marylin	Sch Clerk II	Retirement	05/04/1998	06/08/2017
26. Mayer, Robert	Inst Asst-Sp Ed	Voluntary	12/12/2016	03/30/2017
27. Oliveras, Aimee	IF-Sp Ed	Voluntary	04/28/2006	03/24/2017
28. Ponce De Leon, Chad	Student Supvr	Voluntary	09/11/2014	06/02/2017
29. Sturhann, Sara	Student Supvr	Voluntary	10/15/2015	06/02/2017
30. Vidra, Marisa	Student Supvr	Voluntary	01/24/2013	06/02/2017
31. Wright, Pamela	IF-Sp Ed	Voluntary	04/01/1994	06/02/2017
32. Zekaya, Karen	IF-Sp Ed	Voluntary	10/23/2014	06/02/2017

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
33. Colvin, Pauline	Ex Secretary, Superintendent	\$88,575 yr	CONF R30-6	05/15/2017

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
34. Arribas, Xochitl	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	05/02/2017
35. Copland, Nancy	Inst Asst (9.5mo/17.5hpw)	\$14.86 hr	R20-1	05/02/2017
36. Fawley, Ryan	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	05/02/2017
37. Gonzalez, Jannette	Inst Asst (9.5mo/17.5hpw)	\$14.86 hr	R20-1	05/08/2017

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
38. Hentges, Juliana	LVN (9.5mo/25hpw)	\$20.98 hr	R30-3	05/01/2017
39. Jarvis, Carrie	Inst Asst (9.5mo/17.5hpw)	\$14.86 hr	R20-1	05/01/2017
40. Lopez, Fabian	Inst Asst (9.5mo/17.5hpw)	\$14.86 hr	R20-1	05/02/2017
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
41. Adams, Stephanie	MS Campus Supvr	\$16.01 hr	R23-1	03/08/2017
42. Calis, Mona	MS Campus Supvr	\$16.01 hr	R23-1	03/06/2017
43. Deykes, Ela	Sr Staff Secretary	\$22.62 hr	R37-1	03/15/2017
44. Gerges, Jaklen	Speech Pathologist Asst	\$23.76 hr	R39-1	03/16/2017
45. Parks, Robin	Sch Clerk I	\$16.01 hr	R23-1	03/22/2017
46. Rofsky, Bonnie	MS Campus Supvr	\$16.01 hr	R23-1	04/24/2017
47. Schreiber, Nicole	Inst Asst-Sp Ed	\$14.86 hr	R20-1	04/02/2017
48. Simon, Jocelyn	Inst Asst-Sp Ed	\$14.86 hr	R20-1	04/24/2017
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
49. Ahmed, Amany	Student Supvr	\$10.50 hr		04/24/2017
50. Mopo, Paule	Student Supvr	\$10.50 hr		04/25/2017
51. Okada, Mika	Student Supvr	\$10.50 hr		05/01/2017
52. Paige, Heather	Lead Testing Asst	\$20.00 hr		03/27/2017- 06/01/2017
53. Toole, Sherry	Student Supvr	\$10.50 hr		04/28/2017

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
54. Aguirre, Pete	Soccer, Girls' Varsity (Asst)	San Clemente HS	\$ 2,000.00	06/19/2017- 06/28/2017
55. Alvino, Michael	Football	Tesoro HS	\$ 750.00	03/04/2017- 05/06/2017
56. Aragona, Jeffrey	Basketball, Girls' (Asst)	San Clemente HS	\$ 1,500.00	05/01/2017- 06/28/2017
57. Arneson, James	Basketball, Girls' Varsity (Head)	Tesoro HS	\$ 1,000.00	06/12/2017- 06/30/2017
58. Baiocchi, Brian	Baseball, (Asst)	San Clemente HS	\$ 1,500.00	06/03/2017- 06/28/2017
59. Barr, Devon	Track, (Asst)	San Clemente HS	\$ 600.00	06/02/2017- 06/28/2017
60. Bloom, Jessica	Band/Orchestra	Capistrano Valley HS	\$ 3,000.00	04/01/2017- 06/30/2017
61. Buccheri, James	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	04/07/2017- 05/31/2017
62. Carey, Peter	Soccer, Boys' (Head)	San Juan Hills HS	\$ 500.00	06/05/2017- 06/09/2017
	Soccer, Boys' Varsity (Head)		\$ 1,000.00	06/12/2017- 06/30/2017
63. Caronia, Tyler	Lacrosse, Boys' Varsity (Asst)	Dana Hills HS	\$ 2,334.00	02/27/2017- 05/12/2017
64. Cassarrubias, Tommy	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 300.00	06/12/2017- 06/30/2017
65. Cornell, Kelli	Soccer, Girls' Varsity (Asst)	San Clemente HS	\$ 2,000.00	06/19/2017- 06/28/2017
66. Crowe, Ryan	Baseball, Varsity (Asst)	San Juan Hills HS	\$ 1,000.00	06/05/2017- 06/30/2017
67. Finnerty, Brendan	Lacrosse, Boys' Varsity (Head)	San Clemente HS	\$ 2,000.00	05/15/2017- 06/28/2017

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
68. Flores, Sergio	Track, Boys' (Asst)	San Clemente HS	\$ 2,000.00	02/13/2017- 06/28/2017
69. Fraser, David	Baseball, JV (Asst)	San Juan Hills HS	\$ 1,000.00	06/05/2017- 06/30/2017
70. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	06/03/2017- 06/28/2017
71. Greenberg, Jacob	Tennis, Boys' (Asst)	San Clemente HS	\$ 600.00	06/05/2017- 06/28/2017
72. Husbands, Kerri	Basketball, Girls' (Head)	San Clemente HS	\$ 1,500.00	05/01/2017- 06/28/2017
73. Kirchmeyer, Thomas	Football	Tesoro HS	\$ 2,250.00	03/04/2017- 05/06/2017
74. Kopp, Troy	Football, Varsity (Asst)	San Clemente HS	\$ 900.00	04/17/2017- 05/17/2017
75. Lachemann, Bret	Baseball, Varsity (Asst)	San Juan Hills HS	\$ 1,000.00	06/05/2017- 06/30/2017
76. Lanham-Bennett, Hannah	Soccer, Girls' JV (Asst)	San Juan Hills HS	\$ 750.00	06/09/2017- 06/30/2017
77. Leslie, Lauren	Soccer, Girls' Varsity (Head)	San Clemente HS	\$ 2,800.00	06/19/2017- 06/28/2017
78. Manresa, Christopher	Basketball, Boys' Varsity (Asst)	Tesoro HS	\$ 2,500.00	04/26/2017- 05/24/2017
79. Mast, Harrison	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$ 2,000.00	04/17/2017- 06/15/2017
80. Mika, John	Basketball, Boys' JV (Head)	Tesoro HS	\$ 2,500.00	04/26/2017- 05/24/2017
81. Montecinos, Daniel	Basketball, Boys' (Asst)	San Clemente HS	\$ 750.00	05/15/2017- 06/28/2017
82. Moreno, Davina	Basketball, Girls' Frosh (Head)	San Juan Hills HS	\$ 500.00	06/02/2017- 06/30/2017

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
83. Napora, Justin	Baseball, Frosh (Head)	San Juan Hills HS	\$ 1,000.00	06/05/2017- 06/30/2017
84. Ohlen, Micah	Athletic Trainer	San Juan Hills HS	\$ 4,300.00	06/02/2017- 06/30/2017
85. Park, Randy	Strength & Conditioning	San Juan Hills HS	\$ 4,300.00	06/02/2017- 06/30/2017
86. Parks, Joshua	Basketball, Boys' Varsity (Asst)	Tesoro HS	\$ 4,500.00	04/26/2017- 06/30/2017
87. Payne, Ronald	Baseball, (Asst)	San Clemente HS	\$ 1,500.00	06/03/2017- 06/28/2017
88. Roberson, Jacob	Baseball, Frosh (Asst)	San Juan Hills HS	\$ 1,000.00	06/05/2017- 06/30/2017
89. Robbins, Robert	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	04/07/2017- 05/31/2017
90. Rother, Brian	Track, (Asst)	San Clemente HS	\$ 600.00	06/02/2017- 06/28/2017
91. Schader, George	Basketball, Boys' Soph (Head)	Tesoro HS	\$ 1,000.00	04/26/2017- 05/24/2017
92. Sentman, Kelly	Soccer, Girls' Frosh	San Juan Hills HS	\$ 500.00	06/09/2017- 06/30/2017
93. Shaffer, Dennis	Water Polo, Girls' (Asst)	Tesoro HS	\$ 2,802.00	02/09/2017- 04/28/2017
94. Smetona, John	Basketball, Boys' (Asst)	San Clemente HS	\$ 1,000.00	05/15/2017- 06/28/2017
95. Taylor, Chelsea	Track, (Asst)	San Clemente HS	\$ 600.00	06/02/2017- 06/28/2017
96. Valko, Jeffrey	Tennis, Boys' (Asst)	San Clemente HS	\$ 2,100.00	05/06/2017- 06/28/2017
97. Vazquez, Edgar	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 300.00	06/12/2017- 06/30/2017

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
98. Weber, Shea	Soccer, Boys' (Asst)	San Clemente HS	\$ 1,000.00	06/05/2017- 06/28/2017
99. Wodach, Adam	Basketball, Boys' JV (Asst)	Tesoro HS	\$ 2,500.00	04/25/2017- 05/24/2017
100. Weiler, Kevin	Basketball, Girls, JV (Head)	Tesoro HS	\$ 1,250.00	06/12/2017- 06/30/2017

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
101. Dillbeck, Stephanie	Registrar (10.75mo/40hpw)	Academic Advisor (10.75mo/40hpw)	R35-1	05/01/2017
102. Soydinc, Melisa	Attendance Clerk (10.5mo/40hpw)	Sr Staff Secretary (12mo/40hpw)	R37-1	05/02/2017
103. Torres, Edgar	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-15	06/01/2016- 06/17/2016

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
104. Harvey, Yun	FS Worker (9.5mo/15hpw)	FS Worker (9.5mo/30hpw)	R14-10	05/03/2017
105. Hunt, Nancy	FS Cashier (9.5mo/15hpw)	FS Cashier (9.5mo/20hpw)	R16-15	04/10/2017



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**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
106. Carrera, Lisa	MS Campus Supvr (9.5mo/17.5hpw)	FS Worker (9.5mo/25hpw)	R14-2	08/22/2017

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
107. Abdel Malak, Hala	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
108. Abrams, Russell	IF-Sp Ed TAA NTE 4.75hrs (Attend trainings)	10/01/2016- 12/31/2016
109. Alcalay, Tyler	IF-Sp Ed TAA NTE 4.75hrs (Attend trainings)	10/01/2016- 12/31/2016
110. Andraos, Gina	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
111. Araiza, Martha	IF-Sp Ed TAA NTE 70hrs (Assist student on the bus)	04/20/2017- 06/01/2017
112. Ayon, Kristina	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
113. Brubaker, Jessie	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
114. Bruns, Mirosława	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
115. Daley, Nicole	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
116. Eaton, Michael	IF-Sp Ed TAA NTE 11hrs (Attend trainings)	03/27/2017- 03/30/2017
117. Feasey, Victoria	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
118. Finnsson, Jonathan	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
119. Godinez, Gema	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
120. Habbas, Suzanne	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
121. Handfield, Susan	IF-Sp Ed TAA NTE 11hrs (Attend trainings)	03/27/2017- 03/30/2017
122. Hussein, Samar	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
123. Infante, Claudia	Blngl Comm Svcs Liaison TAA NTE 30hrs (Assist with testing)	04/11/2017- 06/01/2017
124. Kauppinen, Marilyn	IF-Sp Ed TAA NTE 28hrs (Attend trainings)	02/21/2017- 03/30/2017
125. Loretta, Kelly	IF-Sp Ed TAA NTE 4.75hrs (Attend trainings)	10/01/2016- 12/31/2016
126. Ly, Tuyet	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
127. Lynch, Susan	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
128. Maul, Sandra	IF-Sp Ed TAA NTE 11hrs (Attend trainings)	03/27/2017- 03/30/2017
129. McMaster, Janice	IF-Sp Ed TAA NTE 11hrs (Attend trainings)	03/27/2017- 03/30/2017
130. Mendez, Susana	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
131. Messick, Victoria	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
132. Middleton, Lisa	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
133. Moser, Sonia	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
134. Ortiz-Rodriguez, Cynthia	IF-Autism TAA NTE 28hrs (Attend trainings)	02/21/2017- 03/30/2017
135. Poole, Ruth	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
136. Rasooli, Maryam	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
137. Rehnehl, Amy	IF-Sp Ed TAA NTE 4.75hrs (Attend trainings)	10/01/2016- 12/31/2016
138. Reynolds, Kevin	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
139. Saghi, Buloushi	IF-Sp Ed TAA NTE 5.75hrs (Attend trainings)	03/27/2017- 03/30/2017
140. Salaman, Dawn	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
141. Sampson, Angela	IF-Sp Ed TAA NTE 70hrs (Assist student on the bus)	04/20/2017- 06/01/2017
142. Sanchez, Sandra	IF-Sp Ed TAA NTE 11hrs (Attend trainings)	03/27/2017- 03/30/2017
143. Schoettger, Donna	IF-Sp Ed TAA NTE 4.75hrs (Attend trainings)	10/01/2016- 12/31/2016
144. Scully, Elenita	Health Asst TAA NTE 15hrs (Assist in the office)	04/19/2017- 06/01/2017
145. Sharpe, Karen	IF-Sp Ed TAA NTE 4.75hrs (Attend trainings)	10/01/2016- 12/31/2016
146. Tambakis, Pam	IF-Sp Ed TAA NTE 11hrs (Attend trainings)	03/27/2017- 03/30/2017
147. Tsukamoto, Abby	IF-Sp Ed TAA NTE 4.75hrs (Attend trainings)	10/01/2016- 12/31/2016

EXHIBIT 14

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)**  
**PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
148. Turi, Cristyl	Inst Asst-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017
149. Wootan, Colleen	IF-Sp Ed TAA NTE 16.5hrs (Attend trainings)	02/21/2017- 03/30/2017

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED**  
**FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
150. Cooper, Linda	Elem Sch Office Mgr	\$24.91 hr	R33-5	04/24/2017
151. Hernandez, Vania	Sch Clerk I	\$16.81 hr	R23-2	03/08/2017
152. Ross, Colleen	Sch Clerk I	\$20.43 hr	R23-6	04/24/2017

**APPROVE SUMMER EMPLOYMENT**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
153. Tavernetti, Carmen	Blngl Comm Svcs Liaison TAA NTE 53hrs (Summer school)	06/01/2017- 06/30/2017

- 15. 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*

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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Chaban, Bonnie	Sub Teacher	Retirement	11/29/2007	03/15/2017
2. Mies, Danielle	Sub Teacher	Relocation	09/24/2015	04/18/2017
3. Osadchey, Marc	Sub Teacher	Other Employment	08/12/2016	03/21/2017
4. Wade, Holly	Sub Teacher	Other Employment	07/01/2016	05/01/2017
5. Wittman, Justin	Sub Teacher	Voluntary	10/25/2012	04/10/2017

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
6. Kim, Michael	HS Asst Principal	\$113,352	R58-2	07/17/2017
7. Ochwat, Adam	HS Asst Principal	\$137,781	R58-6	07/17/2017
8. Varricchio, Amy	HS Asst Principal	\$113,352	R58-2	07/17/2017

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

9. Beligan, Jacqueline

10. Hale, Aubree

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$105.00 per day

11. Hernandez, Emily

14. Shahir, Iden

12. Moran, Ashley

15. Williams, Michael

13. Reid, Drew

**APPROVE SUBSTITUTE ELEMENTARY PRINCIPAL**

Pay \$550.00 per diem

16. Overstreet, Shelley

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**APPROVE SUBSTITUTE PSYCHOLOGIST**

Pay \$275.00 per diem

17. Tang, Christin

**APPROVE ADDITIONAL ASSIGNMENTS**

Attend Trainings - Multiple Sites

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour  
03/28/2017-04/25/2017

18. Brooks, Teresa  
19. Cooper, Laurie  
20. Fischer, Briana

21. McGinley, Cynthia  
22. Peterson, Christin  
23. Wulf, Carrie

Science Leadership Team Curriculum Project - Multiple Sites

Not to exceed 40 hours non-instructional pay @ \$30.00 per hour  
10/03/2016-06/30/2017

24. Horton, Todd  
25. Johnson, Marsha

26. Slee, Elisa

AP Test Coordinator - Tesoro HS

Not to exceed 117 hours non-instructional pay @ \$30.00 per hour  
02/01/2017-06/02/2017

27. Runyan, Jaime

Meeting to Develop Common Core Curriculum - Career and Technical Education

Not to exceed 33 hours non-instructional pay @ \$30.00 per hour  
01/01/2017-03/31/2017

28. Bundy, Kirk  
29. Clarke, Kristine  
30. Famalette, Dwyann  
31. Genschaw, Katie  
32. Hallam, John  
33. Lu, Ruby

34. Mack, Alana  
35. Miyamoto, Debra  
36. Norgren, Ryan  
37. Smathers, Roxanne  
38. Snow, Krista

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Professional Development - Career and Technical Education

Not to exceed 40 hours non-instructional pay @ \$30.00 per hour

11/01/2016-02/28/2017

- |                        |                       |
|------------------------|-----------------------|
| 39. Aleman, Brienne    | 43. Lu, Ruby          |
| 40. Busenkell, William | 44. Ochwat, Adam      |
| 41. Devaney, Brian     | 45. Sybirski, Shannon |
| 42. Hobbs, Linder      |                       |

Attend SST Coordinator Meeting - Education Services

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour

05/04/2017

- |                        |                        |
|------------------------|------------------------|
| 46. Cantacessi, Andrea | 52. Keim, Barbara      |
| 47. Ciolek, Rhonda     | 53. Kotel, Colleen     |
| 48. Eltiste, Ellen     | 54. Renz, Beth         |
| 49. Fernandez, Irma    | 55. Schertzer, Kristen |
| 50. Gicking, Michelle  | 56. Taylor, Pam        |
| 51. Hunner, Megan      | 57. Vleisides, Perra   |

Meeting for Credit Recovery - Education Services

Not to exceed 252 hours non-instructional pay @ \$30.00 per hour

03/15/2017-06/30/2017

- |                     |                       |
|---------------------|-----------------------|
| 58. Brewer, Cynthia | 65. Nixon, Robyn      |
| 59. Cotton, Melissa | 66. Resnick, Joshua   |
| 60. DiLeo, Timothy  | 67. Rodriguez, George |
| 61. Ford, Deon      | 68. Scott, Ryan       |
| 62. Hetos, Suzy     | 69. Smith, Sarah      |
| 63. Marsing, Debbie | 70. Wilson, Duncan    |
| 64. Miller, Ronan   | 71. Wooten, Jeremy    |



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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

Attend Trainings - Special Education

Not to exceed 11 hours @ hourly per diem rate of \$61.71 per hour  
03/27/2017-03/30/2017

72. Daggett, Leigh-Anne

Provide Coverage For Speech Language Pathologist - Special Education

Not to exceed 112 hours @ hourly per diem rate of \$61.74 per hour  
04/18/2017-06/14/2017

73. Ffrench, Andrea

Crisis Intervention Training - Special Education

Not to exceed 11 hours non-instructional pay @ \$30.00 per hour  
03/27/2017-03/30/2017

74. Advani, Rishika

77. Sadler, Rachel

75. Atencio, Caitlin

78. Schwartz, Roni

76. Franke, Kent

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
79. Barrett, Barbara	ASB, Elem Outdoor Ed, Elem	Malcom Elem	\$ 1,401.00 \$ 117.00 per night	08/15/2016- 06/01/2017 04/10/2017- 04/12/2017
80. Butterworth, Jennifer	Outdoor Ed, Elem	Malcom Elem	\$ 117.00 per night	04/10/2017- 04/12/2017
81. Campos, Hilda	Outdoor Ed, Elem	Las Palmas Elem	\$ 117.00 per night	04/12/2017- 04/14/2017
82. Cropley, Jason	Outdoor Ed, Elem	Oak Grove Elem	\$ 117.00 per night	05/02/2017- 05/05/2017
83. English, Michelle	Outdoor Ed, Elem	Wagon Wheel Elem	\$ 117.00 per night	05/24/2017- 05/26/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of May 24, 2017  
Certificated Employees

**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
84. Fairweather, Roklyn	ASB, Elem	Hidden Hills Elem	\$ 1,401.00	08/15/2016- 06/01/2017
85. Hoffman, Todd	Outdoor Ed, Elem	Wagon Wheel Elem	\$ 117.00	05/24/2017- per night 05/26/2017
86. Hornig, Sarah	Outdoor Ed, Elem	Malcom Elem	\$ 117.00	04/10/2017- per night 04/12/2017
87. Lee, McCall	Outdoor Ed, Elem	Oak Grove Elem	\$ 117.00	05/02/2017- per night 05/05/2017
88. Martin, Robert	Outdoor Ed, Elem	Malcom Elem	\$ 117.00	04/13/2017- per night 04/14/2017
89. Petzold, Dionne	Outdoor Ed, Elem	Wagon Wheel Elem	\$ 117.00	05/24/2017- per night 05/26/2017
90. Rager, Michael	Outdoor Ed, Elem	Malcom Elem	\$ 117.00	04/12/2017- per night 04/13/2017
91. Reimer, Nona	Outdoor Ed, Elem	Malcom Elem	\$ 117.00	04/10/2017- per night 04/12/2017
92. Roulinavage, Deanna	Outdoor Ed, Elem	Oak Grove Elem	\$ 117.00	05/03/2017- per night 05/05/2017
93. Seitz, Andrea	Outdoor Ed, Elem	Oak Grove Elem	\$ 117.00	05/02/2017- per night 05/03/2017
94. Short, Curtis	Outdoor Ed, Elem	Oak Grove Elem	\$ 117.00	05/11/2017- per night 05/12/2017
95. Shubsda, Nancy	Outdoor Ed, Elem	Oak Grove Elem	\$ 117.00	05/02/2017- per night 05/05/2017
96. Yanaura, Sharon	Outdoor Ed, Elem	Malcom Elem	\$ 117.00	04/11/2017- per night 04/12/2017
97. Zegley, Kimberly	Outdoor Ed, Elem	Malcom Elem	\$ 117.00	04/10/2017- per night 04/11/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of May 24, 2017  
Certificated Employees

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
98. Dowell, John	Surf, Varsity (Head)	San Clemente HS	\$ 350.10	04/17/2017- 04/28/2017
99. Pinon, Ryan	Surf, Varsity (Head)	Tesoro HS	\$ 350.10	04/10/2017- 04/24/2017

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
100. Brail, Richard	Baseball, Varsity (Head) Baseball, JV (Head)	Tesoro HS	\$ 3,502.00	06/02/2017- 06/30/2017
101. Calentino, Mark	Wrestling, Boys' Varsity (Head)	San Clemente HS	\$ 3,500.00	06/02/2017- 06/28/2017
102. Colwell, Gregory	Wrestling, Varsity	Aliso Niguel HS	\$ 3,000.00	04/17/2017- 06/15/2017
103. Garrett, Steve	Basketball, Boys' Varsity (Head)	Tesoro HS	\$ 3,200.00	04/26/2017- 05/24/2017
	Basketball, Boys' Sophomore (Asst)		\$ 1,250.00 \$ 1,250.00	06/05/2017- 06/30/2017
	Basketball, Boys' Freshman (Asst)		\$ 1,250.00	
	Basketball, Boys' JV (Asst)			

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of May 24, 2017  
Certificated Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
104. Gellatly, David	Baseball, Varsity (Head)	San Clemente HS	\$ 3,500.00	06/03/2017- 06/28/2017
	Baseball, JV		\$ 1,500.00	
105. Humphreys, Daniel	Softball, Girls' JV (Head)	San Juan Hills HS	\$ 250.00	06/02/2017- 06/30/2017
106. Moore, Farrell	Soccer, Girls' Varsity (Head)	San Juan Hills HS	\$ 1,500.00	06/09/2017- 06/30/2017
107. Ortiz, Jaime	Football, Varsity (Head)	San Clemente HS	\$ 900.00	04/17/2017- 05/17/2017
108. O'Toner, Eric	Basketball, Boys' (Asst)	San Clemente HS	\$ 1,000.00	05/15/2017- 06/28/2017
109. Popovich, Marc	Basketball, Boys' Varsity (Head)	San Clemente HS	\$ 2,000.00	05/15/2017- 06/28/2017
110. Pronier, Michael	Soccer, Boys' Varsity (Head)	San Clemente HS	\$ 2,000.00	06/05/2017- 06/28/2017
111. Riscica, Nicole	Softball, Girls' Varsity (Head)	San Juan Hills HS	\$ 750.00	06/02/2017- 06/30/2017
	Basketball, Girls' JV (Head)		\$ 1,000.00	
112. Schofield, Nicholas	Soccer, Boys' (Asst)	Tesoro HS	\$ 750.00	06/14/2017- 06/30/2017
113. Schooler, Clinton	Softball, JV (Asst)	San Juan Hills HS	\$ 250.00	06/02/2017- 06/30/2017
114. Schooler, Michael	Baseball, JV (Asst)	San Juan Hills HS	\$ 1,000.00	06/05/2017- 06/30/2017
115. Skaff, Donald	Soccer, Boys' Frosh/Soph (Head)	Tesoro HS	\$ 1101.00	06/14/2017- 06/30/2017
	Soccer, Boys' Varsity (Head)		\$ 1,651.00	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of May 24, 2017  
Certificated Employees

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
116. Skovbo, Michael	Track, Boys (Asst)	San Clemente HS	\$ 600.00	06/02/2017- 06/28/2017
117. Stephens, John	Tennis, Girls' Varsity	San Clemente HS	\$ 1,600.00	06/05/2017- 06/28/2017
	Tennis, Boys' Varsity		\$ 1,600.00	
118. Westling, Wayne	Golf, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 800.00	04/17/2017- 06/01/2017
119. Wooten, Jeremey	Baseball, JV (Head)	San Juan Hills HS	\$ 1,500.00	06/05/2017- 06/30/2017

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
120. Clark, Sarah	Personal	2017/2018
121. Ferguson-Standish, Amanda	Childcare	2017/2018
122. Macalistaire Frey, Rachiel	Personal	2017/2018
123. Popp, Erin	Personal	2017/2018

**APPROVE REPORT OF BOARD ACTION**

At the regular Board of Trustees meeting of May 10, 2017, the Board took the following action:

124. Appoint John Misustin to the position of Principal, Middle School, with an annual salary of \$128,170 per year.

**16. SELECTION OF APPOINTEE FOR TRUSTEE AREA 7:**

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. Pursuant to Education Code § 5090-5095, the resignation necessitates action be taken by the Board of Trustees within 60 days of the vacancy to make a provisional appointment or call for a special election. During the May 10, 2017 Board meeting, Trustees voted to make a provisional appointment. The District notified the public and made an application available to individuals interested in filling the vacancy. The Board has interviewed the potential candidates and will take action to appoint a Board member for Trustee Area 7.

***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***

Staff Recommendation

It is recommended the Board President recognize Kirsten M. Vital, Superintendent to present this item.

Following discussion, it is recommended the Board of Trustees take action to nominate and appoint a provisional Board member for Trustee Area 7.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 24, 2017

**SELECTION OF APPOINTEE FOR TRUSTEE AREA 7**

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There is no exhibit for Agenda Item 16.

**17. RESOLUTION NO. 1617-82, TO CALL FOR A SPECIAL ELECTION TO FILL VACANCY OF TRUSTEE AREA 7:**

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. Pursuant to Education Code § 5090-5095, the resignation necessitates action be taken by the Board of Trustees within 60 days of the vacancy to make a provisional appointment or call for a special election.

***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***

Staff Recommendation

It is recommended the Board President recognize Kirsten M. Vital, Superintendent, to present information on this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-82, To Call for a Special Election to Fill Vacancy of Trustee Area 7.

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



**BEFORE THE BOARD OF TRUSTEES OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
COUNTY OF ORANGE, STATE OF CALIFORNIA**

**RESOLUTION NO. 1617-82**

**RESOLUTION TO ORDER AN ELECTION TO FILL BOARD VACANCY FOR  
TRUSTEE AREA 7**

(Education Code § 5090 *et seq.*)

**WHEREAS**, a vacancy on the Board of Trustees is created when, among other things, a Trustee files with the County Superintendent of Schools a written resignation (Education Code section 5090);

**WHEREAS**, Lynn Hatton-Hodson, a Trustee of the Capistrano Unified School District representing Trustee Area 7, filed a written resignation with the County Superintendent of Schools on April 19, 2017, with a deferred resignation date of June 2, 2017 (Education Code sections 5090, 5091(a));

**WHEREAS**, Education Code section 5091 and Board Policy BB 9223 provide that when a vacancy occurs on the Board of Trustees, the Board of Trustees may order an election to fill the vacancy;

**WHEREAS**, the Board of Trustees has determined that it is in the best interests of the District and the communities of the District to order an election to fill the vacancy;

**WHEREAS**, Education Code section 5091 requires that when an election is ordered, the election will be held on the next established election date provided it is not less than 130 days after the order of election; and,

**WHEREAS**, pursuant to Elections Code section 1000, the next established election date occurring more than 130 days after the order of election is November 7, 2017.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Board of Trustees of the Capistrano Unified School District does hereby order an election for the vacant seat of Trustee Area 7 be held on November 7, 2017.

**ADOPTED** by the Board of Trustees of the Capistrano Unified School District this 10<sup>th</sup> day of May, 2017.

AYES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
ABSTENTION: \_\_\_\_\_

\_\_\_\_\_  
Martha McNicholas  
President, Board of Trustees

I, Kirsten M. Vital, Secretary of the Board of Trustees of the Capistrano Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its regular meeting held on the 10<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Kirsten M. Vital  
Secretary, Board of Trustees of the  
Capistrano Unified School District

**18. STATE ACCOUNTABILITY LOCAL INDICATORS AND LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE:**

The State Accountability System has several Local Control Funding Formula priority areas that do not meet the criteria established for state indicators. These remaining priority areas are considered local indicators and require districts to determine whether they have Met or Not Met each applicable local indicator. The local indicators only apply at the district level, not the school level. Districts will use the local indicators to evaluate and report their progress on priority areas. This item will outline proposals for how each of the local indicators will be measured and will also provide an update on the Local Control Accountability Plan.

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

***Contact: Susan Holliday, Associate Superintendent, Education Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Local Indicator proposals.

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

# State Accountability Local Indicators and Local Control Accountability Plan Update

May 24, 2017

# Agenda

- ▲ Local Control Funding Formula Priority Areas and Local Indicators
- ▲ Local Indicators Overview
- ▲ Local Control Accountability Plan Update
- ▲ Next Steps

# LCFF Priority Areas and Local Indicators

Local Control Funding Formula Priority Area	State Indicators	Local Indicators
Basic Services and Conditions at schools (Priority 1)	N/A	Access to textbook, adequate facilities, and appropriately assigned teachers
Implementation of State Academic Standards (Priority 2)	N/A	Annual report on progress in implementing the standards for all content areas
Parent Engagement (Priority 3)	N/A	Annual report on progress toward: (1) seeking input from parents/guardians in decision making; and (2) promoting parental participation in programs
Student Achievement (Priority 4)	Academic Indicator	N/A
Student Achievement (Priority 4)	English Learner Progress Indicator	N/A
Student Engagement (Priority 5)	Graduation Rate Indicator	N/A
Student Engagement (Priority 5)	Chronic Absenteeism Indicator (not available until Fall 2018)	N/A
School Climate (Priority 6)	Suspension Rate Indicator	Administer a Local Climate Survey every other year
Access to a Broad Course of Study (Priority 7)	N/A	College/Career Indicator (Status Only) for the initial release
Outcomes in a Broad Course of Study (Priority 8)	N/A	College/Career Indicator (Status Only) for the initial release

# Local Indicators Overview

- ▲ Districts determine whether they have Met or Not Met each applicable local indicator.
- ▲ The local indicators only apply at the district level, not the school level.
- ▲ Districts will use the local indicators to evaluate and report their progress on priority areas.
- ▲ Progress will be reported to the Board and uploaded to the CA School Dashboard beginning in 2017-2018.

# Basic Services and Conditions at Schools

Requirement	Measurement	When	How
Access to textbooks	Instructional materials sufficiency Board item	First four weeks of school	Schools report for Board Resolution
Adequate facilities	Facilities Inspection Tool (FIT) reports	By February 1 of each year	Maintenance and Operations complete reports for School Accountability Report Cards (SARCs)
Appropriately assigned teachers	100% teachers appropriately assigned	By February 1 of each year	Calpads data reported in School Accountability Report Cards (SARCs)



# Implementation of State Academic Standards

- Annual report on progress in implementing the standards for all content areas (English/Language Arts, English Language Development, Mathematics, Next Generation Science Standards, History/Social Science, Career Technical Education, Health, Physical Education, Visual and Performing Arts, World Language)
- The Districtwide State standards committee was formed with representatives from each curricular area.
- Representatives will lead curriculum work groups to evaluate progress with standards implementation with use of a rubric.

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.					
Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability					
ELA – Common Core State Standards for ELA	1	2	3	4	5
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					
History-Social Science					

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.					
Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability					
ELA – Common Core State Standards for ELA	1	2	3	4	5
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					
History-Social Science					

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).					
Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability					
ELA – Common Core State Standards for ELA	1	2	3	4	5
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					
History-Social Science					

Vision: An unwavering commitment to student success.

# Parent Engagement

- ▲ Annual report on progress toward: (1) seeking input from parents/guardians in decision making; and (2) promoting parental participation in programs
- ▲ Parent Engagement committee formed with parents and administrators from elementary, middle, and high schools, lead counselor, bilingual liaison and representatives from the District Office.
- ▲ Parent Needs Assessment Survey is being proposed to determine parent awareness of various District programs and resources.
- ▲ Outreach plan will be developed based on the survey results.

# School Climate

- ▲ Requirement is to administer a local climate survey every other year.
- ▲ California Healthy Kids Survey is currently administered to CUSD students in Grades 7, 9, and 11 every other year.
- ▲ School Climate committee formed with representatives from elementary, middle and high school sites, community health representative, lead counselor, and District administrators.
- ▲ Committee proposed the administration of the California Healthy Kids Survey every year to students in grades 5, 7, 9, and 11, with the addition of the Resiliency and Development Youth Module, which was first administered in 2016.
- ▲ Committee also proposed a pilot administration of the California Healthy Kids Staff Survey and Parent Survey.

# LCAP Update - 2016-2017 Annual Update

## Highlights

- ▲ Smarter Balanced Assessment in Mathematics increased 3% from 56% to 59%
- ▲ Reclassification rate increased 1.6% from 11.8% to 13.4%.
- ▲ English learners in the program less than five years increased in attaining English proficiency by 2.9% from 26.7% to 29.6%.
- ▲ Chronic absenteeism rate decreased .18% from 9.95% to 9.77%.
- ▲ High school graduation rate increased by .5% from 96.6% to 97.1%.
- ▲ Career Technical Education pathways increased by five (Energy & Power; Food Science & Hospitality; Animal Science; Product Innovation & Design; Networking) for a total of 28 pathways.
- ▲ High school students participating in Career Technical Education classes increased by 14% - 7,892 students (48%) to 10,595 students (62%).
- ▲ Number of students taking at least one Advanced Placement class increased by 194 students - 4,216 to 4,410 students.
- ▲ Early Assessment Program "College Ready" rate in math increased by 2% from 22% to 24%.

# LCAP Update - LCAP Goal 1/WIG 1

- ▲ Professional Learning - Teacher Induction
- ▲ Curriculum and Instruction - Instructional Coaches, Curriculum Specialists
- ▲ Support Programs - Ticket to Read, AVID, Credit Recovery
- ▲ Multi-Tiered Systems of Support - Intervention, Counselors, Student Success Team, Participation tracking
- ▲ Career Technical Education
- ▲ College and Career - Futureology, PSAT

# LCAP Update - LCAP Goal 2/WIG 2

- ▲ Communication - School Messenger, Schoolloop
- ▲ Translation - School Bilingual Liaisons (Spanish and Farsi), contract for additional languages
- ▲ Parent Education - programs and childcare

# LCAP Update - LCAP Goal 3/WIG 3

- ▶ Deferred and routine maintenance
- ▶ Facilities Finance Committee meetings
- ▶ Anti-Bullying training and bullying prevention programs
- ▶ Campus Supervisor training

EXHIBIT 18  
12 of 81

245 of 388

Vision: An unwavering commitment to student success.

# Next Steps

- ▲ June 7, 2017 Board Meeting – LCAP Public Hearing
- ▲ June 28, 2017 Board Meeting – LCAP Adoption
- ▲ June-October, 2017 Local Indicator committee work
- ▲ November, 2017 Board presentation on Local Indicator Progress/Results
- ▲ December, 2017 Upload Local Indicator Data to California School Dashboard and CUSD Dashboard websites
- ▲ Spring, 2018 Include Local Indicator Data in 2018-2019 LCAP



Capistrano Unified School District  
Local Indicator: Implementation of State Standards  
Committee

Chair/Associate Superintendent, Education Services	Susan Holliday
Coordinator, Visual and Performing Arts	Neil Anderson
Coordinator, Educational Technology	Stephanie Avera
Coordinator, English Learner Services	Natalie Baptiste
Director, Student Support Programs	Debbie Carrillo
Curriculum Specialist, Education Services	Dave Chamberlain
Curriculum Specialist, Education Services	Rebecca Friedland
Curriculum Specialist, Education Services	Nina Glassen
Director, Student Achievement	Jennifer Heckert
Assistant Superintendent, Curriculum and Instruction, Pre-K-5	Greg Merwin
Assistant Principal, High School	John Misustin
Assistant Superintendent, Curriculum and Instruction, 6-12	Marc Patterson
Assistant Principal, High School	Dipali Potnis
Executive Director, Career Technical Education	Pati Romo
Curriculum Specialist, Education Services	Virginia Reischl
Executive Director, Districtwide Professional Learning	Dave Stewart

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

	1	2	3	4	5
ELA – Common Core State Standards for ELA					
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					
History-Social Science					

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

	1	2	3	4	5
ELA – Common Core State Standards for ELA					
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					
History-Social Science					

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

	1	2	3	4	5
ELA – Common Core State Standards for ELA					
ELD (Aligned to ELA Standards)					
Mathematics – Common Core State Standards for Mathematics					
Next Generation Science Standards					
History-Social Science					

#### Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

	1	2	3	4	5
Career Technical Education					
Health Education Content Standards					
Physical Education Model Content Standards *					
Visual and Performing Arts					
World Language					

#### Support for Teachers and Administrators

5. During the 2015-16 school year (including summer 2015), rate the LEA's success at engaging in the following activities with teachers and school administrators?

*Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability*

	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					
Identifying the professional learning needs of individual teachers					
Providing support for teachers on the standards they have not yet mastered					

#### Optional Narrative

6. Provide any additional information that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Capistrano Unified School District  
Local Indicator: Parent Engagement  
Committee

Co-Chairs/Assistant Principals, High School	Michael Hatcher and Amy Sabol
Coordinator, English Learner Services	Natalie Baptiste
Assistant Principal, Middle School	Michael Brandt
Chief Communications Officer	Ryan Burris
Director, Student Support Programs	Debbie Carrillo
Parent, High School	Jodie Goodwin
Assistant Principal, Elementary	Wendie Hauschild
Parent, High School	Sue McNair
Bilingual Community Services Liaison	Rosa Mendoza
Lead Counselor	Rebecca Pianta
Executive Director, Special Education	Sharla Pitzen
Parent, Elementary School	Michelle Ploessel-Campbell
Assistant Principal, Elementary	Alisa Pompetti
Coordinator, College and Career	Anthony Russomanno
Executive Director, State and Federal Programs	Stacy Yogi
Activities Director	Ann Zendner

DRAFT

# CUSD Parent Engagement Survey

\* Required

## 1. I have a student in... \*

Mark only one oval.

- ☐ Elementray School      Skip to question 18.
- ☐ Middle School      Skip to question 9.
- ☐ High School

## High School

## 2. My student attends: \*

Mark only one oval.

- ☐ Aliso Niguel High School
- ☐ Bridges Community Day High School
- ☐ California Preparatory Academy
- ☐ Capistrano Valley High School
- ☐ Dana Hills High School
- ☐ San Clemente High School
- ☐ San Juan Hills High School
- ☐ Serra High School
- ☐ Tesoro High School

## Social/Emotional Counselors

## 3. If I wanted to talk to the Social/Emotional counselors on campus, I would know exactly how to get in contact with them. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

## 4. I'm aware of the services my student can receive from the Social/Emotional counselors. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

5. If I wanted to talk to the Academic Advisors on campus, I would know exactly how to get in contact with them. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

6. I'm aware of the services my student can receive from the Academic Advisors. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

## Parent Involvement

7. If I wanted to become more involved as a parent, I would know exactly how to get in contact with the PTSA. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

8. I'm aware of the services the PTSA provides. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

Stop filling out this form.

## Middle School

**9. My student attends: \****Mark only one oval.*

- ☐ Aliso Viejo Middle School
- ☐ Arroyo Vista Middle School
- ☐ Don Juan Avila Middle School
- ☐ Bernice Ayer Middle School
- ☐ Marco Forster Middle School
- ☐ Carl Hankey Middle School
- ☐ Ladera Ranch Middle School
- ☐ Las Flores Middle School
- ☐ Newhart Middle School
- ☐ Niguel Hills Middle School
- ☐ Shorecliffs Middle School
- ☐ Vista Del Mar Middle School

**Social/Emotional Counselors****10. If I wanted to talk to the Social/Emotional counselors on campus, I would know exactly how to get in contact with them. \****Mark only one oval.*

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

**11. I'm aware of the services my student can receive from the Social/Emotional counselors. \****Mark only one oval.*

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

**Academic Advisors****12. If I wanted to talk to the Academic Advisors on campus, I would know exactly how to get in contact with them. \****Mark only one oval.*

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree



13. I'm aware of the services my student can receive from the Academic Advisors. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

## Parent Involvement

14. If I wanted to become more involved as a parent, I would know exactly how to get in contact with the PTSA. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

15. I'm aware of the services the PTA provides. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

## Bilingual Support

16. If I wanted to talk to the Bilingual Community Liaison, I would know exactly how to get in contact with them. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

17. I'm aware of the services my student can receive from the Bilingual Community Liaison. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

Stop filling out this form.

## Elementary School



**18. My student attends: \****Mark only one oval.*

- ☐ Arroyo Vista Elementary School
- ☐ Bathgate Elementary School
- ☐ Canyon Vista Elementary School
- ☐ Carl Hankey Elementary School
- ☐ Castille Elementary School
- ☐ Chaparral Elementary School
- ☐ Clarence Lobo Elementary School
- ☐ Concordia Elementary School
- ☐ Del Obispo Elementary School
- ☐ Don Juan Avila Elementary School
- ☐ George White Elementary School
- ☐ Harold Ambuehl Elementary School
- ☐ Hidden Hills Elementary School
- ☐ Kinoshita Elementary School
- ☐ Ladera Ranch Elementary School
- ☐ Laguna Niguel Elementary School
- ☐ Las Flores Elementary School
- ☐ Las Palmas Elementary School
- ☐ John S. Malcom Elementary School
- ☐ Marblehead Elementary School
- ☐ Marian Bergeson Elementary School
- ☐ Moulton Elementary School
- ☐ Oak Grove Elementary School
- ☐ Oso Grande Elementary School
- ☐ Palisades Elementary School
- ☐ Philip Reilly Elementary School
- ☐ R.H. Dana Elementary School
- ☐ San Juan Elementary School
- ☐ Tijeras Creek Elementary School
- ☐ Truman Benedict Elementary School
- ☐ Viejo Elementary School
- ☐ Vista Del Mar Elementary School
- ☐ Wagon Wheel Elementary School
- ☐ Wood Canyon Elementary School

**Social/Emotional Support**

19. If I wanted to talk to the Social/Emotional counselors on campus, I would know exactly how to get in contact with them. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

20. I'm aware of the services my student can receive from the Social/Emotional counselors. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

## Parent Involvement

21. If I wanted to become more involved as a parent, I would know exactly how to get in contact with the PTSA. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

22. I'm aware of the services the PTA provides. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

## Bilingual Support

23. If I wanted to talk to the Bilingual Community Liaison, I would know exactly how to get in contact with them. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

24. I'm aware of the services my student can receive from the Bilingual Community Liaison. \*

Mark only one oval.

	1	2	3	
Disagree	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Agree

Capistrano Unified School District  
Local Indicator: School Climate  
Committee

Chair/Executive Director, Student Support Services	Wendy Pospichal
Director, Student Support Programs	Debbie Carrillo
Chief Technology Officer	Jeremy Davis
Assistant Principal, Elementary School	Wendie Hauschild
Lead Counselor	Rebecca Pianta
Assistant Principal, Middle School	Antoinette McManigal
St. Joseph Health	Marci Mednick
Teacher, Middle School	Mark Rivadeneyra
Assistant Principal, High School	Amy Sabol
Teacher, High School	Casey Swenson

**Elementary School Questionnaire  
2016-2017**

This survey is voluntary. **You do not have to complete this survey**, but we hope that you will. We need your help!

Your answers will improve health programs.

**Do not write your name on this form or the answer sheet. No one but you will know how you answer these questions.**

Please mark only one answer for each question on the answer sheet. Fill in the bubbles neatly with a #2 pencil. Please do not write on the survey questionnaire.

---

Please read every question carefully. Mark one choice on your answer sheet for each question.

***Thank you for taking this survey!***

**First, write your SCHOOL NAME on the top of the answer sheet.**

1. Fill in the bubble for number “2.”
2. Are you female or male?
  - A) Female
  - B) Male
3. What grade are you in?
  - A) 3rd grade
  - B) 4th grade
  - C) 5th grade
  - D) 6th grade
4. Did you eat breakfast this morning?
  - A) No
  - B) Yes
5. How many days a week do you usually go to your school’s after school program?
  - A) 0 days
  - B) 1 day
  - C) 2 days
  - D) 3 days
  - E) 4 days
  - F) 5 days
6. Do you feel close to people at school?
  - A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

7. **Are you happy to be at this school?**
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
8. **Do you feel like you are part of this school?**
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
9. **Do you feel proud to belong to your school?**
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
10. **Are the students at your school motivated to learn?**
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
11. **Do teachers treat students fairly at school?**
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

12. Are you given a chance to help decide things at school, like class rules?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
13. Do the teachers and other grown-ups at school care about you?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
14. Do the teachers and other grown-ups at school tell you when you do a good job?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
15. Do the teachers and other grown-ups at school ask you about your ideas?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
16. Do the teachers and other grown-ups give you a chance to solve school problems?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
17. Do you get to do interesting activities at school?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time



18. Do your teachers ask you what you want to learn about?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
19. How well do you do in your schoolwork?
- A) I'm one of the best students
  - B) I do better than most students
  - C) I do about the same as others
  - D) I don't do as well as most others
20. Do the teachers and other grown-ups at school listen when you have something to say?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
21. Do the teachers and other grown-ups at school believe that you can do a good job?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
22. Do you do things to be helpful at school?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
23. Do the teachers and other grown-ups at school make an effort to get to know you?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time



24. Do the teachers and other grown-ups at school want you to do your best?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
25. Are the school rules fair?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
26. Do teachers and other grown-ups at school treat students with respect?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
27. Are students treated fairly when they break school rules?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
28. Are students at this school well behaved?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
29. Do students know what the rules are?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

30. Does your school help students solve conflicts with one another?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
31. Does your school teach students to understand how other students think and feel?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
32. Does your school teach students to feel responsible for how they act?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
33. Does your school teach students to care about each other and treat each other with respect?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
34. Do the teachers and other grown-ups make it clear that bullying is not allowed?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
35. If you tell a teacher that you've been bullied, will the teacher do something to help?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

36. Do students at your school try to stop bullying when they see it happening?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
37. Do you finish all your class assignments?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
38. When you get a bad grade, do you try even harder the next time?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
39. Do you keep working and working on your schoolwork until you get it right?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
40. Do you do your class assignments even when they're really hard for you?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
41. Do you follow the classroom rules?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time

42. Do you follow the playground rules at recess and lunch times?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
43. Do you listen when your teacher is talking?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
44. Are you nice to other students?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
45. During the past year, how many times have you hit or pushed other kids at school when you were not playing around?
- A) 0 times
  - B) 1 time
  - C) 2 times
  - D) 3 or more times
46. During the past year, how many times have you spread mean rumors or lies about other kids at school?
- A) 0 times
  - B) 1 time
  - C) 2 times
  - D) 3 or more times

47. During the past year, how many times at school have you said mean things about other students or called them bad names?
- A) 0 times
  - B) 1 time
  - C) 2 times
  - D) 3 or more times
48. Do other kids hit or push you at school when they are not just playing around?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
49. Do other kids at school spread mean rumors or lies about you?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
50. During the past year, did you ever bring a gun or knife to school?
- A) No
  - B) Yes
51. Do other kids at school call you bad names or make mean jokes about you?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
52. During the past year, have you ever seen another kid with a gun or knife at school?
- A) No
  - B) Yes



53. Are you home alone after school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

54. Do you feel safe at school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

55. Do you feel safe on your way to and from school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

56. Have other kids at school ever teased you about what your body looks like?

- A) No
- B) Yes

**The next questions are about cigarettes, alcohol, and other drugs.**

**Keep the following definitions in mind**

- ♦ One drink of alcohol means drinking one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor. Questions about alcohol do not include drinking a few sips of wine for religious purposes.
- ♦ Drug means any substance you use to get "high."

57. Have you ever smoked a cigarette?

- A) No
- B) Yes, I smoked a part of a cigarette, like one or two puffs
- C) Yes, I smoked a whole cigarette

58. Have you ever used an electronic cigarette, e-cigarette, or other vaping device such as e-hookah, hookah pens, or vape pens?
- A) No
  - B) Yes
59. Have you ever drunk beer, wine, or other alcohol?
- A) No
  - B) Yes, I drank one or two sips
  - C) Yes, I drank a full glass
60. Have you ever sniffed something through your nose to get “high?”
- A) No
  - B) Yes
61. Have you ever smoked any marijuana (pot, grass, weed)?
- A) No
  - B) Yes
  - C) I don’t know what marijuana is
- 
62. Do you think smoking cigarettes is bad for a person’s health?
- A) No, not bad
  - B) Yes, a little bad
  - C) Yes, very bad
63. Do you think drinking alcohol (beer, wine, liquor) is bad for a person’s health?
- A) No, not bad
  - B) Yes, a little bad
  - C) Yes, very bad
64. Do you think using marijuana (pot, grass, weed) is bad for a person’s health?
- A) No, not bad
  - B) Yes, a little bad
  - C) Yes, very bad
  - D) I don’t know what marijuana is

**Here are questions about your home.**

65. Does a parent or some other grown-up at home care about your schoolwork?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
66. Does a parent or some other grown-up at home believe that you can do a good job?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
67. Does a parent or some other grown-up at home want you to do your best?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
68. Does a parent or some other grown-up at home ask if you did your homework?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time
69. Does a parent or some other grown-up at home check your homework?
- A) No, never
  - B) Yes, some of the time
  - C) Yes, most of the time
  - D) Yes, all of the time



70. Does a parent or some other grown-up at home ask you about school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

71. Does a parent or some other grown-up at home ask you about your grades?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

## Core Module

## Middle School Questionnaire

2016-2017

This survey asks about your behavior, experiences, and attitudes related to your school, health, and well-being. It includes questions about use of alcohol, tobacco, and other drugs, and about bullying and violence.

**You do not have to answer these questions**, but your answers will be very helpful in improving school and health programs. **You will be able to answer** whether or not you have done or experienced any of these things.

**Please do not write your name on this form or the answer sheet. Do not identify yourself in any other way.**

---

Please mark all of your answers on the answer sheet. Fill in the bubbles neatly with a **#2 pencil**. Do not write on the questionnaire. Mark only one answer unless told to ***"Mark All That Apply."***

This survey asks about things you may have done during different periods of time, such as during your **lifetime** (you ever did something), or the past **12 months**, or **30 days**. Each provides different information. Please pay careful attention to these time periods.

**Thank you for taking this survey!**

## Core Module

**Begin by writing your school's name at the top of the answer sheet.**

1. Fill in the bubble for the letter "M."
2. Fill in the bubble for the letter "J."

**Next, we would like some background information about you.**

3. What is your sex?
  - A) Male
  - B) Female
4. What grade are you in?

<ol style="list-style-type: none"><li>A) 6th grade</li><li>B) 7th grade</li><li>C) 8th grade</li><li>D) 9th grade</li><li>E) 10th grade</li></ol>	<ol style="list-style-type: none"><li>F) 11th grade</li><li>G) 12th grade</li><li>H) Other grade</li><li>I) Ungraded</li></ol>
---	--
5. Are you of Hispanic or Latino origin?
  - A) No
  - B) Yes
6. What is your race?

<ol style="list-style-type: none"><li>A) American Indian or Alaska Native</li><li>B) Asian</li><li>C) Black or African American</li></ol>	<ol style="list-style-type: none"><li>D) Native Hawaiian or Pacific Islander</li><li>E) White</li><li>F) Mixed (two or more) races</li></ol>
---	--

## Core Module

7. If you are Asian or Pacific Islander, which groups best describe you? *(Mark All That Apply.)*  
If you are not of Asian/Pacific Islander background, mark "A) Does not apply."
- |   |  |
|---|--|
| A) Does not apply; I am not Asian or Pacific Islander | H) Korean  |
| B) Asian Indian                                       | I) Laotian   |
| C) Cambodian  | J) Vietnamese  |
| D) Chinese  | K) Native Hawaiian, Guamanian, Samoan, Tahitian, or other Pacific Islander |
| E) Filipino   | L) Other Asian   |
| F) Hmong  |  |
| G) Japanese   |  |
8. What best describes where you live? A home includes a house, apartment, trailer, or mobile home.
- |  |   |
|--|---|
| A) A home with one or more parents or guardian   | F) Hotel or motel   |
| B) Other relative's home                         | G) Shelter, car, campground, or other transitional or temporary housing |
| C) A home with more than one family              | H) Other living arrangement   |
| D) Friend's home                                 |   |
| E) Foster home, group care, or waiting placement |   |
9. What is the highest level of education your parents or guardians completed? *(Mark the educational level of the parent or guardian who went the furthest in school.)*
- A) Did not finish high school
  - B) Graduated from high school
  - C) Attended college but did not complete four-year degree
  - D) Graduated from college
  - E) Don't know
10. Do you receive free or reduced-price lunches at school? *(Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.)*
- A) No
  - B) Yes
  - C) Don't know
11. In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?
- A) No
  - B) Yes
  - C) Don't know

## Core Module

12. What language is spoken most of the time in your home?

- |              |               |
|--------------|---------------|
| A) English   | F) Tagalog    |
| B) Spanish   | G) Vietnamese |
| C) Mandarin  | H) Korean     |
| D) Cantonese | I) Other      |
| E) Taiwanese |               |

*How well do you understand, speak, read, and write English?*

	Very Well	Well	Not Well	Not At All
13. Understand English	A	B	C	D
14. Speak English	A	B	C	D
15. Read English	A	B	C	D
16. Write English	A	B	C	D

17. How many days a week do you usually go to your school's after school program?

- |           |           |
|-----------|-----------|
| A) 0 days | E) 4 days |
| B) 1 day  | F) 5 days |
| C) 2 days |           |
| D) 3 days |           |

18. During the past 12 months, how would you describe the grades you mostly received in school?

- |                |                |
|----------------|----------------|
| A) Mostly A's  | E) Mostly C's  |
| B) A's and B's | F) C's and D's |
| C) Mostly B's  | G) Mostly D's  |
| D) B's and C's | H) Mostly F's  |

19. During the past 12 months, about how many times did you skip school or cut classes?

- |                |                          |
|----------------|--------------------------|
| A) 0 times     | D) Once a month          |
| B) 1–2 times   | E) Once a week           |
| C) A few times | F) More than once a week |



## Core Module

20. In the past 30 days, did you miss school for any of the following reasons? (*Mark All That Apply.*)

- |   |   |
|---|---|
| A) Does not apply; I didn't miss any school   | H) Wanted to spend time with friends who don't go to your school                |
| B) Illness (feeling physically sick), including problems with breathing or your teeth | I) Wanted to use alcohol or drugs   |
| C) Felt very sad, hopeless, anxious, stressed, or angry                               | J) Were behind in schoolwork or weren't prepared for a test or class assignment |
| D) Didn't get enough sleep  | K) Were bored with or uninterested in school                                    |
| E) Didn't feel safe at school   | L) Were suspended   |
| F) Had to work  | M) Other reason   |
| G) Had to take care of or help a family member or friend                              |   |

*How strongly do you agree or disagree with the following statements?*

		Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
21.	I feel close to people at this school.	A	B	C	D	E
22.	I am happy to be at this school.	A	B	C	D	E
23.	I feel like I am part of this school.	A	B	C	D	E
24.	The teachers at this school treat students fairly.	A	B	C	D	E
25.	I feel safe in my school.	A	B	C	D	E
26.	My school is usually clean and tidy.	A	B	C	D	E
27.	Teachers at this school communicate with parents about what students are expected to learn in class.	A	B	C	D	E
28.	Parents feel welcome to participate at this school.	A	B	C	D	E
29.	School staff takes parent concerns seriously.	A	B	C	D	E
30.	I try hard to make sure that I am good at my schoolwork.	A	B	C	D	E
31.	I try hard at school because I am interested in my work.	A	B	C	D	E
32.	I work hard to try to understand new things at school.	A	B	C	D	E
33.	I am always trying to do better in my schoolwork.	A	B	C	D	E

## Core Module

**Please mark on your answer sheet how TRUE you feel each of the following statements is about your SCHOOL and things you might do there.**

*At my school, there is a teacher or some other adult ...*

	Not At All True	A Little True	Pretty Much True	Very Much True
34. who really cares about me.	A	B	C	D
35. who tells me when I do a good job.	A	B	C	D
36. who notices when I'm not there.	A	B	C	D
37. who always wants me to do my best.	A	B	C	D
38. who listens to me when I have something to say.	A	B	C	D
39. who believes that I will be a success.	A	B	C	D

*At school, ...*

	Not At All True	A Little True	Pretty Much True	Very Much True
40. I do interesting activities.	A	B	C	D
41. I help decide things like class activities or rules.	A	B	C	D
42. I do things that make a difference.	A	B	C	D

## Core Module

The next questions ask about the use of alcohol, tobacco, marijuana, and other drugs, including pills or medications, to get “high” or for reasons other than medical (*without a doctor’s order*).

Keep the following definitions in mind:

- **One drink of ALCOHOL**, or alcoholic drink (beverage), means one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor.
- Questions about alcohol do **not** include drinking a few sips of wine for religious purposes.
- **DRUG** means any substance other than alcohol or tobacco, including pills and medications, used to get “high” (“loaded,” “stoned,” or “wasted”) or for purposes other than prescribed by a doctor.

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
43.	A cigarette, even one or two puffs	A	B	C	D	E	F
44.	A whole cigarette	A	B	C	D	E	F
45.	Smokeless tobacco (dip, chew, or snuff)	A	B	C	D	E	F
46.	Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens	A	B	C	D	E	F
47.	One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)	A	B	C	D	E	F
48.	Marijuana (pot, weed, grass, hash, bud)	A	B	C	D	E	F
49.	Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D	E	F
50.	Derbisol (DB, derbs, dirt)	A	B	C	D	E	F
51.	Any other drug, pill, or medicine to get “high” or for other than medical reasons	A	B	C	D	E	F



## Core Module

During your life, how many times have you been ...

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
52.	very drunk or sick after drinking alcohol?	A	B	C	D	E	F
53.	“high” (loaded, stoned, or wasted) from using drugs?	A	B	C	D	E	F
54.	drunk on alcohol or “high” on drugs <u>on school property</u> ?	A	B	C	D	E	F

During the past 30 days, on how many days did you use ...

		0 Days	1 Day	2 Days	3 – 9 Days	10 – 19 Days	20 – 30 Days
55.	cigarettes?	A	B	C	D	E	F
56.	smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
57.	electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
58.	at least one drink of alcohol?	A	B	C	D	E	F
59.	five or more drinks of alcohol in a row, that is, within a couple of hours?	A	B	C	D	E	F
60.	marijuana (pot, weed, grass, hash, bud)?	A	B	C	D	E	F
61.	inhalants (things you sniff, huff, or breathe to get “high”)?	A	B	C	D	E	F
62.	any other drug, pill, or medicine to get “high” or for other than medical reasons?	A	B	C	D	E	F

During the past 30 days, on how many days on school property did you ...

		0 Days	1 Day	2 Days	3 – 9 Days	10 – 19 Days	20 – 30 Days
63.	smoke cigarettes?	A	B	C	D	E	F
64.	use smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
65.	use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
66.	have at least one drink of alcohol?	A	B	C	D	E	F
67.	smoke marijuana?	A	B	C	D	E	F
68.	use any other drug, pill, or medicine to get “high” or for other than medical reasons?	A	B	C	D	E	F

## Core Module

*How much do people risk harming themselves physically and in other ways when they do the following?*

		How Much Risk or Harm			
		Great	Moderate	Slight	None
69.	Smoke cigarettes occasionally	A	B	C	D
70.	Smoke 1–2 packs of cigarettes each day	A	B	C	D
71.	Drink alcohol occasionally	A	B	C	D
72.	Have five or more drinks of an alcoholic beverage once or twice a week	A	B	C	D
73.	Smoke marijuana occasionally	A	B	C	D
74.	Smoke marijuana once or twice a week	A	B	C	D

*How difficult is it for students in your grade to get any of the following substances if they really want them?*

		Very Difficult	Fairly Difficult	Fairly Easy	Very Easy	Don't Know
75.	Cigarettes	A	B	C	D	E
76.	Alcohol	A	B	C	D	E
77.	Marijuana	A	B	C	D	E

78. In your life, how many times have you ridden in a car driven by someone who had been drinking alcohol?

- A) Never
- B) 1 time
- C) 2 times
- D) 3 to 6 times
- E) 7 or more times

**Next are questions about violence, safety, harassment, & bullying on school property.**

79. How safe do you feel when you are at school?

- A) Very safe
- B) Safe
- C) Neither safe nor unsafe
- D) Unsafe
- E) Very unsafe

## Core Module

80. In a normal week, how many days are you home after school for at least one hour without an adult there?

- A) Never
- B) 1 day
- C) 2 days
- D) 3 days
- E) 4 days
- F) 5 days

During the past 12 months, how many times on school property have you ...

		Happened on School Property			
		0 Times	1 Time	2 to 3 Times	4 or More Times
81.	been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?	A	B	C	D
82.	been afraid of being beaten up?	A	B	C	D
83.	been in a physical fight?	A	B	C	D
84.	had mean rumors or lies spread about you?	A	B	C	D
85.	had sexual jokes, comments, or gestures made to you?	A	B	C	D
86.	been made fun of because of your looks or the way you talk?	A	B	C	D
87.	had your property stolen or deliberately damaged, such as your car, clothing, or books?	A	B	C	D
88.	been offered, sold, or given an illegal drug?	A	B	C	D
89.	damaged school property on purpose?	A	B	C	D
90.	carried a gun?	A	B	C	D
91.	carried any other weapon (such as a knife or club)?	A	B	C	D
92.	been threatened or injured with a weapon (gun, knife, club, etc.)?	A	B	C	D
93.	seen someone carrying a gun, knife, or other weapon?	A	B	C	D
94.	been threatened with harm or injury?	A	B	C	D
95.	been made fun of, insulted, or called names?	A	B	C	D

## Core Module

*During the past **12 months**, how many times **on school property** were you harassed or bullied for any of the following reasons? [You were **bullied** if you were shoved, hit, threatened, called mean names, teased, or had other unpleasant physical or verbal things done to you repeatedly or in a severe way. It is **not bullying** when two students of about the same strength quarrel or fight.]*

		0 Times	1 Time	2 to 3 Times	4 or More Times
96.	Your race, ethnicity, or national origin	A	B	C	D
97.	Your religion	A	B	C	D
98.	Your gender (being male or female)	A	B	C	D
99.	Because you are gay or lesbian or someone thought you were	A	B	C	D
100.	A physical or mental disability	A	B	C	D
101.	Any other reason	A	B	C	D
102.	During the past <b>12 months</b> , how many times did other students spread mean rumors or lies about you on the internet (i.e., Facebook™, Instagram™, Snapchat™, email, instant message)?				
	A) 0 times (never)				
	B) 1 time				
	C) 2–3 times				
	D) 4 or more times				
103.	Do you consider yourself a member of a gang?				
	A) No				
	B) Yes				
104.	During the past <b>12 months</b> , did you ever feel so sad or hopeless almost everyday for two weeks or more that you stopped doing some usual activities?				
	A) No				
	B) Yes				
105.	Did you eat breakfast today?				
	A) No				
	B) Yes				
106.	How many questions in this survey did you answer honestly?				
	A) All of them				
	B) Most of them				
	C) Only some of them				
	D) Hardly any				

## Core Module

107. Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?
- A) No
  - B) Yes
  - C) Don't know
108. Which of the following best describes you? (*Mark All That Apply.*)
- A) Heterosexual (straight)
  - B) Gay or Lesbian
  - C) Bisexual
  - D) Transgender
  - E) Not sure
  - F) Decline to respond



## Core Module

## High School Questionnaire

2016-2017

This survey asks about your behavior, experiences, and attitudes related to your school, health, and well-being. It includes questions about use of alcohol, tobacco, and other drugs, and about bullying and violence.

**You do not have to answer these questions**, but your answers will be very helpful in improving school and health programs. **You will be able to answer** whether or not you have done or experienced any of these things.

**Please do not write your name on this form or the answer sheet. Do not identify yourself in any other way.**

---

Please mark all of your answers on the answer sheet. Fill in the bubbles neatly with a **#2 pencil**. Do not write on the questionnaire. Mark only one answer unless told to ***“Mark All That Apply.”***

This survey asks about things you may have done during different periods of time, such as during your **lifetime** (you ever did something), or the past **12 months**, or **30 days**. Each provides different information. Please pay careful attention to these time periods.

**Thank you for taking this survey!**

## Core Module

**Begin by writing your school's name at the top of the answer sheet.**

1. Fill in the bubble for the letter "H."
2. Fill in the bubble for the letter "J."

**Next, we would like some background information about you.**

3. What is your sex?
  - A) Male
  - B) Female
4. What grade are you in?

<ol style="list-style-type: none"><li>A) 6th grade</li><li>B) 7th grade</li><li>C) 8th grade</li><li>D) 9th grade</li><li>E) 10th grade</li></ol>	<ol style="list-style-type: none"><li>F) 11th grade</li><li>G) 12th grade</li><li>H) Other grade</li><li>I) Ungraded</li></ol>
---	--
5. Are you of Hispanic or Latino origin?
  - A) No
  - B) Yes
6. What is your race?

<ol style="list-style-type: none"><li>A) American Indian or Alaska Native</li><li>B) Asian</li><li>C) Black or African American</li></ol>	<ol style="list-style-type: none"><li>D) Native Hawaiian or Pacific Islander</li><li>E) White</li><li>F) Mixed (two or more) races</li></ol>
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## Core Module

7. If you are Asian or Pacific Islander, which groups best describe you? *(Mark All That Apply.)*  
 If you are not of Asian/Pacific Islander background, mark "A) Does not apply."
- |   |  |
|---|--|
| A) Does not apply; I am not Asian or Pacific Islander | H) Korean  |
| B) Asian Indian                                       | I) Laotian   |
| C) Cambodian  | J) Vietnamese  |
| D) Chinese  | K) Native Hawaiian, Guamanian, Samoan, Tahitian, or other Pacific Islander |
| E) Filipino   |  |
| F) Hmong  | L) Other Asian   |
| G) Japanese   |  |
8. What best describes where you live? A home includes a house, apartment, trailer, or mobile home.
- |  |   |
|--|---|
| A) A home with one or more parents or guardian | E) Foster home, group care, or waiting placement                        |
| B) Other relative's home                       | F) Hotel or motel   |
| C) A home with more than one family            | G) Shelter, car, campground, or other transitional or temporary housing |
| D) Friend's home                               | H) Other living arrangement   |
9. What is the highest level of education your parents or guardians completed? *(Mark the educational level of the parent or guardian who went the furthest in school.)*
- |   |                           |
|---|---------------------------|
| A) Did not finish high school                             | D) Graduated from college |
| B) Graduated from high school                             | E) Don't know             |
| C) Attended college but did not complete four-year degree |                           |
10. Do you receive free or reduced-price lunches at school? *(Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.)*
- A) No  
 B) Yes  
 C) Don't know
11. In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?
- A) No  
 B) Yes  
 C) Don't know



## Core Module

12. What language is spoken most of the time in your home?

- |              |               |
|--------------|---------------|
| A) English   | F) Tagalog    |
| B) Spanish   | G) Vietnamese |
| C) Mandarin  | H) Korean     |
| D) Cantonese | I) Other      |
| E) Taiwanese |               |

*How well do you understand, speak, read, and write English?*

	Very Well	Well	Not Well	Not At All
13. Understand English	A	B	C	D
14. Speak English	A	B	C	D
15. Read English	A	B	C	D
16. Write English	A	B	C	D

17. How many days a week do you usually go to your school's after school program?

- |           |           |
|-----------|-----------|
| A) 0 days | E) 4 days |
| B) 1 day  | F) 5 days |
| C) 2 days |           |
| D) 3 days |           |

18. During the past 12 months, how would you describe the grades you mostly received in school?

- |                |                |
|----------------|----------------|
| A) Mostly A's  | E) Mostly C's  |
| B) A's and B's | F) C's and D's |
| C) Mostly B's  | G) Mostly D's  |
| D) B's and C's | H) Mostly F's  |

19. During the past 12 months, about how many times did you skip school or cut classes?

- |                |                          |
|----------------|--------------------------|
| A) 0 times     | D) Once a month          |
| B) 1–2 times   | E) Once a week           |
| C) A few times | F) More than once a week |

## Core Module

20. In the past 30 days, did you miss school for any of the following reasons? (*Mark All That Apply.*)

- |   |   |
|---|---|
| A) Does not apply, I didn't miss any school   | H) Wanted to spend time with friends who don't go to your school                |
| B) Illness (feeling physically sick), including problems with breathing or your teeth | I) Wanted to use alcohol or drugs   |
| C) Felt very sad, hopeless, anxious, stressed, or angry                               | J) Were behind in schoolwork or weren't prepared for a test or class assignment |
| D) Didn't get enough sleep  | K) Were bored with or uninterested in school                                    |
| E) Didn't feel safe at school   | L) Were suspended   |
| F) Had to work  | M) Other reason   |
| G) Had to take care of or help a family member or friend                              |   |

*How strongly do you agree or disagree with the following statements?*

		Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
21.	I feel close to people at this school.	A	B	C	D	E
22.	I am happy to be at this school.	A	B	C	D	E
23.	I feel like I am part of this school.	A	B	C	D	E
24.	The teachers at this school treat students fairly.	A	B	C	D	E
25.	I feel safe in my school.	A	B	C	D	E
26.	My school is usually clean and tidy.	A	B	C	D	E
27.	Teachers at this school communicate with parents about what students are expected to learn in class.	A	B	C	D	E
28.	Parents feel welcome to participate at this school.	A	B	C	D	E
29.	School staff takes parent concerns seriously.	A	B	C	D	E
30.	I try hard to make sure that I am good at my schoolwork.	A	B	C	D	E
31.	I try hard at school because I am interested in my work.	A	B	C	D	E
32.	I work hard to try to understand new things at school.	A	B	C	D	E
33.	I am always trying to do better in my schoolwork.	A	B	C	D	E

## Core Module

**Please mark on your answer sheet how TRUE you feel each of the following statements is about your SCHOOL and things you might do there.**

*At my school, there is a teacher or some other adult ...*

		Not At All True	A Little True	Pretty Much True	Very Much True
34.	who really cares about me.	A	B	C	D
35.	who tells me when I do a good job.	A	B	C	D
36.	who notices when I'm not there.	A	B	C	D
37.	who always wants me to do my best.	A	B	C	D
38.	who listens to me when I have something to say.	A	B	C	D
39.	who believes that I will be a success.	A	B	C	D

*At school, ...*

		Not At All True	A Little True	Pretty Much True	Very Much True
40.	I do interesting activities.	A	B	C	D
41.	I help decide things like class activities or rules.	A	B	C	D
42.	I do things that make a difference.	A	B	C	D



## Core Module

The next questions ask about the use of alcohol, tobacco, marijuana, and other drugs, including pills or medications, to get “high” or for reasons other than medical (*without a doctor’s order*).

## Keep the following definitions in mind:

- **One drink of ALCOHOL**, or alcoholic drink (beverage), means one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor.
- Questions about alcohol do **not** include drinking a few sips of wine for religious purposes.
- **DRUG** means any substance other than alcohol or tobacco, including pills and medications, used to get “high” (“loaded,” “stoned,” or “wasted”) or for purposes other than prescribed by a doctor.

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
43.	A whole cigarette	A	B	C	D	E	F
44.	Smokeless tobacco (dip, chew, or snuff)	A	B	C	D	E	F
45.	Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens	A	B	C	D	E	F
46.	One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)	A	B	C	D	E	F
47.	Marijuana (pot, weed, grass, hash, bud)	A	B	C	D	E	F
48.	Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D	E	F
49.	Cocaine, Methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)	A	B	C	D	E	F
50.	Derbisol (DB, derbs, dirt)	A	B	C	D	E	F
51.	Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms)	A	B	C	D	E	F
52.	Prescription pain medication (Vicodin™, OxyContin™, Percodan™, Lortab™), tranquilizers, or sedatives (Xanax™, Ativan™)	A	B	C	D	E	F
53.	Diet Pills (Didrex, Dexedrine, Zinadrine, Skittles, M&M’s)	A	B	C	D	E	F
54.	Ritalin™ or Adderall™ (JIF, R-ball, Skippy) or other prescription stimulant	A	B	C	D	E	F

## Core Module

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
55.	Cold/Cough Medicines (Triple-C's, Coricidin Cough, Sudafed, TheraFlu, Tylenol Cough) or other over-the-counter medicines	A	B	C	D	E	F
56.	Any other drug, pill, or medicine to get "high" or for other than medical reasons	A	B	C	D	E	F

During your life, how many times have you been ...

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
57.	very drunk or sick after drinking alcohol?	A	B	C	D	E	F
58.	"high" (loaded, stoned, or wasted) from using drugs?	A	B	C	D	E	F
59.	drunk on alcohol or "high" on drugs <u>on school property</u> ?	A	B	C	D	E	F

During the past 30 days, on how many days did you use ...

		0 Days	1 Day	2 Days	3–9 Days	10–19 Days	20–30 Days
60.	cigarettes?	A	B	C	D	E	F
61.	smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
62.	electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
63.	at least one drink of alcohol?	A	B	C	D	E	F
64.	five or more drinks of alcohol in a row, that is, within a couple of hours?	A	B	C	D	E	F
65.	marijuana (pot, weed, grass, hash, bud)?	A	B	C	D	E	F
66.	inhalants (things you sniff, huff, or breathe to get "high")?	A	B	C	D	E	F
67.	prescription medications to get "high" or for reasons other than prescribed (such as Vicodin™, OxyContin™, Percodan™, Ritalin™, Adderall™, Xanax™)?	A	B	C	D	E	F
68.	any other drug, pill, or medicine to get "high" or for other than medical reasons?	A	B	C	D	E	F
69.	two or more substances at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?	A	B	C	D	E	F

## Core Module

*During the past 30 days, on how many days on school property did you ...*

	0 Days	1 Day	2 Days	3 – 9 Days	10 – 19 Days	20 – 30 Days
70. smoke cigarettes?	A	B	C	D	E	F
71. use smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
72. use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
73. have at least one drink of alcohol?	A	B	C	D	E	F
74. smoke marijuana?	A	B	C	D	E	F
75. use any other drug, pill, or medicine to get “high” or for other than medical reasons?	A	B	C	D	E	F

*How much do people risk harming themselves physically and in other ways when they do the following?*

	Great	How Much Risk or Harm Moderate	Slight	None
76. Smoke cigarettes occasionally	A	B	C	D
77. Smoke 1–2 packs of cigarettes each day	A	B	C	D
78. Drink alcohol occasionally	A	B	C	D
79. Have five or more drinks of an alcoholic beverage once or twice a week	A	B	C	D
80. Smoke marijuana occasionally	A	B	C	D
81. Smoke marijuana once or twice a week	A	B	C	D

*How difficult is it for students in your grade to get any of the following substances if they really want them?*

	Very Difficult	Fairly Difficult	Fairly Easy	Very Easy	Don't Know
82. Cigarettes	A	B	C	D	E
83. Alcohol	A	B	C	D	E
84. Marijuana	A	B	C	D	E

*How many times have you tried to quit or stop using ...*

	Does Not Apply, Don't Use	0 Times	1 Time	2–3 Times	4 or More Times
85. cigarettes?	A	B	C	D	E
86. alcohol?	A	B	C	D	E
87. marijuana?	A	B	C	D	E



## Core Module

88. During your life, how many times have you ever driven a car when you had been drinking alcohol, or been in a car driven by a friend when he or she had been drinking?

A) Never  
 B) 1 time  
 C) 2 times  
 D) 3 to 6 times  
 E) 7 or more times

**Next are questions about violence, safety, harassment, & bullying on school property.**

89. How safe do you feel when you are at school?

A) Very safe  
 B) Safe  
 C) Neither safe nor unsafe  
 D) Unsafe  
 E) Very unsafe

*During the past **12 months**, how many times on school property have you ...*

		Happened on School Property			
		0 Times	1 Time	2 to 3 Times	4 or More Times
90.	been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?	A	B	C	D
91.	been afraid of being beaten up?	A	B	C	D
92.	been in a physical fight?	A	B	C	D
93.	had mean rumors or lies spread about you?	A	B	C	D
94.	had sexual jokes, comments, or gestures made to you?	A	B	C	D
95.	been made fun of because of your looks or the way you talk?	A	B	C	D
96.	had your property stolen or deliberately damaged, such as your car, clothing, or books?	A	B	C	D
97.	been offered, sold, or given an illegal drug?	A	B	C	D
98.	damaged school property on purpose?	A	B	C	D
99.	carried a gun?	A	B	C	D
100.	carried any other weapon (such as a knife or club)?	A	B	C	D
101.	been threatened or injured with a weapon (gun, knife, club, etc.)?	A	B	C	D
102.	seen someone carrying a gun, knife, or other weapon?	A	B	C	D
103.	been threatened with harm or injury?	A	B	C	D
104.	been made fun of, insulted, or called names?	A	B	C	D

## Core Module

During the past **12 months**, how many times **on school property** were you harassed or bullied for any of the following reasons? [You were **bullied** if you were shoved, hit, threatened, called mean names, teased, or had other unpleasant physical or verbal things done to you repeatedly or in a severe way. It is **not bullying** when two students of about the same strength quarrel or fight.]

		0 Times	1 Time	2 to 3 Times	4 or More Times
105.	Your race, ethnicity, or national origin	A	B	C	D
106.	Your religion	A	B	C	D
107.	Your gender (being male or female)	A	B	C	D
108.	Because you are gay or lesbian or someone thought you were	A	B	C	D
109.	A physical or mental disability	A	B	C	D
110.	Any other reason	A	B	C	D
111.	During the past <b>12 months</b> , how many times did other students spread mean rumors or lies about you on the internet (i.e., Facebook™, Instagram™, Snapchat™, email, instant message)?				
	A) 0 times (never)				
	B) 1 time				
	C) 2–3 times				
	D) 4 or more times				
112.	Do you consider yourself a member of a gang?				
	A) No				
	B) Yes				
113.	During the past <b>12 months</b> , did you ever feel so sad or hopeless almost everyday for two weeks or more that you stopped doing some usual activities?				
	A) No				
	B) Yes				
114.	During the past <b>12 months</b> , did you ever seriously consider attempting suicide?				
	A) No				
	B) Yes				
115.	Did you eat breakfast today?				
	A) No				
	B) Yes				
116.	How many questions in this survey did you answer honestly?				
	A) All of them				
	B) Most of them				
	C) Only some of them				
	D) Hardly any				



## Core Module

117. Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?
- A) No
  - B) Yes
  - C) Don't know
118. Which of the following best describes you? (*Mark All That Apply.*)
- A) Heterosexual (straight)
  - B) Gay or Lesbian
  - C) Bisexual
  - D) Transgender
  - E) Not sure
  - F) Decline to respond

## Resilience &amp; Youth Development Module

## SUPPLEMENT 1

Please mark on your answer sheet how you feel about each of the following statements.

*How true do you feel these statements are about you personally?*

		Not At All True	A Little True	Pretty Much True	Very Much True
W1.	I have high goals and expectations for myself.	A	B	C	D
W2.	I plan to graduate from high school.	A	B	C	D
W3.	I plan to go to college or some other school after high school.	A	B	C	D
W4.	I am looking forward to a successful career.	A	B	C	D
W5.	I know where to go for help with a problem.	A	B	C	D
W6.	I try to work out problems by talking or writing about them.	A	B	C	D
W7.	I can work out my problems.	A	B	C	D
W8.	I don't expect very much of myself in the future.	A	B	C	D
W9.	I can do most things if I try.	A	B	C	D
W10.	I can work with someone who has different opinions than mine.	A	B	C	D
W11.	There are many things that I do well.	A	B	C	D
W12.	I listen to other students' ideas.	A	B	C	D
W13.	I feel bad when someone gets their feelings hurt.	A	B	C	D
W14.	I try to understand what other people go through.	A	B	C	D
W15.	When I need help, I find someone to talk with.	A	B	C	D
W16.	I enjoy working together with other students on class activities.	A	B	C	D
W17.	When I work in school groups, I do my fair share.	A	B	C	D
W18.	I stand up for myself without putting others down.	A	B	C	D
W19.	I try to understand how other people feel and think.	A	B	C	D
W20.	I trust my ability to solve difficult problems.	A	B	C	D
W21.	There is a purpose to my life.	A	B	C	D
W22.	I understand my moods and feelings.	A	B	C	D
W23.	I understand why I do what I do.	A	B	C	D

## Resilience &amp; Youth Development Module

## SUPPLEMENT 1

## How true are these statements about your FRIENDS?

*I have a friend about my own age ...*

	Not At All True	A Little True	Pretty Much True	Very Much True
W24. who really cares about me.	A	B	C	D
W25. who talks with me about my problems.	A	B	C	D
W26. who helps me when I'm having a hard time.	A	B	C	D

*My friends ...*

	Not At All True	A Little True	Pretty Much True	Very Much True
W27. get into a lot of trouble.	A	B	C	D
W28. try to do what is right.	A	B	C	D
W29. do well in school.	A	B	C	D

## How true are these statements about your HOME or the ADULTS WITH WHOM YOU LIVE?

*In my home, there is a parent or some other adult ...*

	Not At All True	A Little True	Pretty Much True	Very Much True
W30. who expects me to follow the rules.	A	B	C	D
W31. who is interested in my schoolwork.	A	B	C	D
W32. who believes that I will be a success.	A	B	C	D
W33. who talks with me about my problems.	A	B	C	D
W34. who always wants me to do my best.	A	B	C	D
W35. who listens to me when I have something to say.	A	B	C	D



## Resilience &amp; Youth Development Module

## SUPPLEMENT 1

*At home, ...*

		Not At All True	A Little True	Pretty Much True	Very Much True
W36.	I do fun things or go fun places with my parents or other adults.	A	B	C	D
W37.	I do things that make a difference.	A	B	C	D
W38.	I help make decisions with my family.	A	B	C	D

**The next statements are about what might occur outside your school or home, such as in your NEIGHBORHOOD, COMMUNITY, or with an ADULT other than your parents or guardian.**

*Outside of my home and school, there is an adult ...*

		Not At All True	A Little True	Pretty Much True	Very Much True
W39.	who really cares about me.	A	B	C	D
W40.	who tells me when I do a good job.	A	B	C	D
W41.	who notices when I am upset about something.	A	B	C	D
W42.	who believes that I will be a success.	A	B	C	D
W43.	who always wants me to do my best.	A	B	C	D
W44.	whom I trust.	A	B	C	D

*Outside of my home and school, ...*

		Not at All True	A Little True	Pretty Much True	Very Much True
W45.	I am part of clubs, sports teams, church/temple, or other group activities.	A	B	C	D
W46.	I am involved in music, art, literature, sports, or a hobby.	A	B	C	D
W47.	I help other people.	A	B	C	D

2016-17

This survey is designed to provide schools with data useful for fostering a positive learning and working environment that promotes academic success among all students. Several questions have been added this year related to closing the racial/ethnic achievement gap, staff working conditions, and special education. Your survey participation is very important to insure accurate and useful data.

The first part of this survey is for all staff and should take less than 15 minutes to complete. The second part is only for staff who provide services or instruction related to health, prevention, discipline, counseling, and/or safety.

- Answer the questions based on your experiences only at the school that asked you to complete it, not your experiences with the district overall or another school where you might also work.
- Questions about staff or adults at the school refer to ALL staff — administrators, teachers, teaching assistants, counselors, and all other certificated and classified staff.

**All responses are anonymous and confidential.** A few questions ask for personal information, such as the work you do at the school, how long you have done it, and your race/ethnicity. But the survey reports provided to your district contain only percentages for all respondents combined. If there are less than 5 respondents in any group, that data are not made available.

Thank you for taking this survey!

**Note: This survey is typically administered online. This PDF is provided for review only.  
Please do not administer without permission.**

**SECTION 1**

1. What is your role(s) at this school? *(Mark All That Apply.)*
- |  |  |
|--|--|
| A) Teacher in grade 5 or above                   | H) Paraprofessional, teacher assistant, or instructional aide                    |
| B) Teacher in grade 4 or below                   | I) Other certificated staff (e.g., librarian)                                    |
| C) Special education teacher                     | J) Other classified staff (e.g., janitor, secretarial or clerical, food service) |
| D) Administrator                                 | K) Other service provider (e.g., speech, occupational, physical therapist)       |
| E) Prevention staff nurse, or health aide        |  |
| F) Counselor, psychologist                       |  |
| G) Police, resource officer, or safety personnel |  |
2. Do you provide services to the following types of students? *(Mark All That Apply.)*
- A) Migrant education  
B) Special education  
C) English language learners  
D) None of the above
3. How many years have you worked, in any position, at this school?
- A) Less than one year  
B) 1 to 2 years  
C) 3 to 5 years  
D) 6 to 10 years  
E) Over 10 years
4. How many years have you worked at any school in your current position (e.g., teacher, counselor, administrator, food service)?
- A) Less than one year  
B) 1 to 2 years  
C) 3 to 5 years  
D) 6 to 10 years  
E) Over 10 years
5. What is your race or ethnicity?
- A) African American (Not Hispanic)  
B) American Indian or Alaska Native  
C) Asian or Pacific Islander  
D) White (Not Hispanic)  
E) Hispanic or Latino/a  
F) Other or Multi-ethnic



Please indicate how much you agree or disagree with the following statements about this school. If the question is not applicable to your job, and you could not know enough to answer it, mark "Not Applicable."

*This school ...*

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
6.	is a supportive and inviting place for students to learn.	A	B	C	D	E
7.	sets high standards for academic performance for all students.	A	B	C	D	E
8.	promotes academic success for all students.	A	B	C	D	E
9.	emphasizes helping students academically when they need it.	A	B	C	D	E
10.	provides adequate counseling and support services for students.	A	B	C	D	E
11.	emphasizes teaching lessons in ways relevant to students.	A	B	C	D	E
12.	is a supportive and inviting place for staff to work.	A	B	C	D	E
13.	promotes trust and collegiality among staff.	A	B	C	D	E
14.	provides the materials, resources, and training (professional development) needed to do your job effectively.	A	B	C	D	E
15.	provides the materials, resources, and training (professional development) needed to work with special education (IEP) students.	A	B	C	D	E
16.	encourages opportunities for students to decide things like class activities or rules.	A	B	C	D	E
17.	gives all students equal opportunity to participate in classroom discussions or activities.	A	B	C	D	E
18.	gives all students equal opportunity to participate in numerous extracurricular and enrichment activities.	A	B	C	D	E
19.	gives students opportunities to "make a difference" by helping other people, the school, or the community (e.g., service learning).	A	B	C	D	E
20.	encourages students to enroll in rigorous courses (such as honors and AP), regardless of their race, ethnicity, or nationality.	A	B	C	D	E
21.	emphasizes using instructional materials that reflect the culture or ethnicity of its students.	A	B	C	D	E
22.	has staff examine their own cultural biases through professional development or other processes.	A	B	C	D	E
23.	considers closing the racial/ethnic achievement gap a high priority.	A	B	C	D	E

*This school ...*

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
24.	fosters an appreciation of student diversity and respect for each other.	A	B	C	D	E
25.	emphasizes showing respect for all students' cultural beliefs and practices.	A	B	C	D	E
26.	clearly communicates to students the consequences of breaking school rules.	A	B	C	D	E
27.	handles discipline problems fairly.	A	B	C	D	E
28.	effectively handles student discipline and behavioral problems.	A	B	C	D	E
29.	is a safe place for students.	A	B	C	D	E
30.	is a safe place for staff.	A	B	C	D	E
31.	is welcoming to and facilitates parent involvement.	A	B	C	D	E
32.	has clean and well-maintained facilities and property.	A	B	C	D	E

*How many adults at this school ...*

		Nearly All Adults	Most Adults	Some Adults	Few Adults	Almost None
33.	really care about every student?	A	B	C	D	E
34.	acknowledge and pay attention to students?	A	B	C	D	E
35.	want every student to do their best?	A	B	C	D	E
36.	listen to what students have to say?	A	B	C	D	E
37.	believe that every student can be a success?	A	B	C	D	E
38.	treat all students fairly?	A	B	C	D	E
39.	treat every student with respect?	A	B	C	D	E
40.	have close professional relationships with one another?	A	B	C	D	E
41.	support and treat each other with respect?	A	B	C	D	E
42.	feel a responsibility to improve this school?	A	B	C	D	E
43.	work hard to ensure a safe and supportive learning environment?	A	B	C	D	E



**Do you feel that you need more professional development, training, mentorship, or other support to do your job in any of the following areas? If the indicated training is not needed for your job, mark "Not Applicable."**

Area of Professional Development		Yes	No	Not Applicable
44.	meeting academic standards	A	B	C
45.	evidence-based methods of instruction	A	B	C
46.	positive behavioral support and classroom management	A	B	C
47.	working with diverse racial, ethnic, or cultural groups	A	B	C
48.	culturally relevant pedagogy for the school's student population	A	B	C
49.	serving English language learners	A	B	C
50.	closing the achievement gap	A	B	C
51.	serving special education (IEP) students	A	B	C
52.	meeting the social, emotional, and developmental needs of youth (e.g., resilience promotion)	A	B	C
53.	creating a positive school climate	A	B	C

*Based on your experience, how many students at this school ...*

	Nearly All Students	Most Students	Some Students	Few Students	Almost None
54.	A	B	C	D	E
55.	A	B	C	D	E
56.	A	B	C	D	E
57.	A	B	C	D	E

The next questions ask for your opinions about problems you may have experienced in doing your job at this school.

*How much of a problem AT THIS SCHOOL is ...*

		Insignificant Problem	Mild Problem	Moderate Problem	Severe Problem
58.	student alcohol and drug use?	A	B	C	D
59.	student tobacco use?	A	B	C	D
60.	harassment or bullying among students?	A	B	C	D
61.	physical fighting between students?	A	B	C	D
62.	disruptive student behavior?	A	B	C	D
63.	racial/ethnic conflict among students?	A	B	C	D
64.	student depression or other mental health problems?	A	B	C	D
65.	lack of respect of staff by students	A	B	C	D
66.	cutting classes or being truant?	A	B	C	D
67.	gang-related activity?	A	B	C	D
68.	weapons possession?	A	B	C	D
69.	vandalism (including graffiti)?	A	B	C	D
70.	theft?	A	B	C	D

*This school ...*

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
71.	promotes personnel participation in decision-making that affects school practices and policies.	A	B	C	D	E
72.	motivates students to learn.	A	B	C	D	E
73.	provides the supports needed for teaching culturally and linguistically diverse students.	A	B	C	D	E
74.	encourages parents to be active partners in educating their child.	A	B	C	D	E
75.	uses objective data such as surveys, truancy counts, and test scores in making school improvement decisions.	A	B	C	D	E
76.	takes steps to minimize paper work.	A	B	C	D	E
77.	provides adequate benefits (e.g., salary, fringe benefits, and retirement options) to support my continued employment.	A	B	C	D	E
78.	provides relevant training for paraprofessionals.	A	B	C	D	E
79.	provides complete state adopted instructional materials for students with IEPs.	A	B	C	D	E



Please indicate how much you agree or disagree with the following statements about your school.

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
80.	Teachers here make it clear to students that bullying is not tolerated.	A	B	C	D	E
81.	If a student was bullied, he or she would tell one of the teachers or staff at school.	A	B	C	D	E
82.	Students tell teachers when other students are being bullied.	A	B	C	D	E
83.	If a students tells a teacher that someone is bullying her or him, the teacher will do something to help.	A	B	C	D	E
84.	Students here try to stop bullying when they see it happening.	A	B	C	D	E
85.	There is a lot of tension in this school between people of different cultures, races, or ethnicities.	A	B	C	D	E
86.	Students in this school respect each other's differences (e.g., gender, race, culture, sexual orientation).	A	B	C	D	E
87.	Adults in this school respect differences in students (e.g., gender, race, culture, sexual orientation).	A	B	C	D	E
88.	Teachers show that they think it is important for students of different races and cultures at this school to get along with each other.	A	B	C	D	E
89.	Students enjoy spending time together during school activities.	A	B	C	D	E
90.	Students enjoy collaborating on projects in class.	A	B	C	D	E
91.	Students care about one another.	A	B	C	D	E
92.	Students treat each other with respect.	A	B	C	D	E
93.	Students get along well with one another.	A	B	C	D	E
94.	This school encourages students to feel responsible for how they act.	A	B	C	D	E
95.	Students are often given rewards for being good.	A	B	C	D	E

Please indicate how much you agree or disagree with the following statements about your school.

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
96.	This school encourages students to understand how others think and feel.	A	B	C	D	E
97.	Students are taught that they can control their own behavior.	A	B	C	D	E
98.	This school help students solve conflicts with one another.	A	B	C	D	E
99.	This school encourages students to care about how others feel.	A	B	C	D	E
100.	Teachers go out of their way to help students.	A	B	C	D	E
101.	Classes challenge students.	A	B	C	D	E
102.	Adults at this school treat all students with respect.	A	B	C	D	E
103.	The school rules are fair.	A	B	C	D	E
104.	Students in this school are well-behaved.	A	B	C	D	E
105.	The rules in the school are too strict.	A	B	C	D	E
106.	It is easy for students to get kicked out of class or get suspended.	A	B	C	D	E
107.	Students get in trouble for breaking small rules.	A	B	C	D	E
108.	Teachers are very strict here.	A	B	C	D	E
109.	Rules in this school are made clear to students.	A	B	C	D	E
110.	Students know how they are expected to act.	A	B	C	D	E
111.	Students know what the rules are.	A	B	C	D	E
112.	This school makes it clear how students are expected to act.	A	B	C	D	E
113.	Teachers at this school communicate with parents about what their children are expected to learn in class.	A	B	C	D	E
114.	Parents feel welcome to participate at this school.	A	B	C	D	E
115.	School staff take parents' concerns seriously.	A	B	C	D	E
116.	Do you have responsibilities for services or instruction related to health, prevention, discipline, counseling and/or safety?					
	A) Yes					
	B) No					



## SECTION 2

The following questions are **ONLY** for staff at this school who have responsibilities for services or instruction related to health, prevention, discipline, counseling, and/or safety. If you have such responsibilities, continue through this module. (If not, you have finished the survey. Thank you for your participation.)

*How much do you agree with the following statements about this school?*

*This school ...*

		Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
1.	collaborates well with community organizations to help address substance use or other problems among youth.	A	B	C	D	E
2.	collaborates well with law enforcement organizations.	A	B	C	D	E
3.	has sufficient resources to create a safe campus.	A	B	C	D	E
4.	has sufficient resources to address substance use prevention needs.	A	B	C	D	E
5.	considers sanctions for student violations of rules and policies on a case-by-case basis with a wide range of options.	A	B	C	D	E
6.	punishes first-time violations of alcohol or other drug policies by at least an out-of-school suspension.	A	B	C	D	E
7.	enforces zero tolerance policies.	A	B	C	D	E
8.	seeks to maintain a secure campus through such means as metal detectors, security guards, or personal searches.	A	B	C	D	E
9.	provides effective confidential support and referral services for students needing help because of substance abuse, violence, or other problems (e.g., a Student Assistance Program).	A	B	C	D	E
10.	considers substance abuse prevention an important goal.	A	B	C	D	E
11.	provides adequate health services for students.	A	B	C	D	E
12.	provides students with healthy food choices.	A	B	C	D	E
13.	emphasizes helping students with their social, emotional, and behavioral problems.	A	B	C	D	E

The next questions ask about this school's health or prevention services and activities.

To what extent does this school ...

		A Lot	Some	Not Much	Not At All
		A	B	C	D
14.	foster youth development, resilience, or asset promotion?	A	B	C	D
15.	provide nutritional instruction?	A	B	C	D
16.	provide opportunities for physical education and activity?	A	B	C	D
17.	provide alcohol or drug use prevention instruction?	A	B	C	D
18.	provide tobacco use prevention instruction?	A	B	C	D
19.	provide conflict resolution or behavior management instruction?	A	B	C	D
20.	provide character education?	A	B	C	D
21.	provide harassment or bullying prevention?	A	B	C	D
22.	provide services for students with disabilities or other special needs?	A	B	C	D

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**Survey for Parents and Guardians  
2016-2017**

This survey is an opportunity for you to help this school by sharing your opinions about it. Your opinions are important, and the school is interested in hearing them.

We are particularly interested in your thoughts on this school's efforts to promote academic success and well-being for every student, regardless of race, ethnicity, disability, or other characteristics.

If you have more than one child at this **school**, please think about the oldest of these children as you answer these questions.

Answer all the questions based on your experiences at **this** school only. Remember, we appreciate your honest opinions.

**Do not write your name on this survey.** No one can tell who filled out this survey. Your answers will be completely private and unknown to others.

Please begin by writing the name of the school your child attends on the line below:

School Name: \_\_\_\_\_

CORRECT MARK	INCORRECT MARK
	   

**Begin by answering the following questions about yourself and your child.**

1. I am a...

- (A) Parent of at least one child at this school
- (B) Grandparent, other relative, and/or legal guardian of a child at this school
- (C) Not applicable, not sure, or decline to answer

2. Is your child in any of these programs? **(Mark all that apply)**

- (A) Migrant Education Program
- (B) Special Education Program or has had an Individual Education Plan (IEP)
- (C) English Language Development (for children learning English)
- (D) Gifted and Talented Education (GATE) or takes Honors/Advanced Placement classes
- (E) Not applicable, not sure, or decline to answer



3. How many years has your child been at this school?

- ☐ (A) Less than one year
- ☐ (B) 1 to 2 years
- ☐ (C) 3 to 5 years
- ☐ (D) 6 to 10 years
- ☐ (E) Over 10 years
- ☐ (F) Not applicable, not sure, or decline to answer

4. What is your race or ethnicity?

- ☐ (A) American Indian or Alaska Native
- ☐ (B) Asian or Asian American
- ☐ (C) Black or African American (Not Hispanic)
- ☐ (D) Filipino
- ☐ (E) Hispanic or Latino
- ☐ (F) Native Hawaiian or Pacific Islander
- ☐ (G) White (Not Hispanic)
- ☐ (H) Two or more races/ethnicities
- ☐ (I) Not applicable, not sure, or decline to answer

5. Does one or more of your children receive a free or reduced-price breakfast or lunch at this school?

- ☐ (A) No
- ☐ (B) Yes
- ☐ (C) Not applicable, not sure, or decline to answer



6. How are you related to your child?

- ☐ (A) Biological parent
- ☐ (B) Adoptive parent
- ☐ (C) Stepparent
- ☐ (D) Foster parent
- ☐ (E) Grandparent
- ☐ (F) Other guardian

7. In what grade is your child?

- |   |   |  |
|---|---|--|
| <input type="radio"/> (A) Kindergarten          | <input type="radio"/> (F) 5 <sup>th</sup> grade | <input type="radio"/> (K) 10 <sup>th</sup> grade |
| <input type="radio"/> (B) 1 <sup>st</sup> grade | <input type="radio"/> (G) 6 <sup>th</sup> grade | <input type="radio"/> (L) 11 <sup>th</sup> grade |
| <input type="radio"/> (C) 2 <sup>nd</sup> grade | <input type="radio"/> (H) 7 <sup>th</sup> grade | <input type="radio"/> (M) 12 <sup>th</sup> grade |
| <input type="radio"/> (D) 3 <sup>rd</sup> grade | <input type="radio"/> (I) 8 <sup>th</sup> grade | <input type="radio"/> (N) Other                  |
| <input type="radio"/> (E) 4 <sup>th</sup> grade | <input type="radio"/> (J) 9 <sup>th</sup> grade | <input type="radio"/> (O) Ungraded               |

8. Does one or more of your children participate in this school's afterschool program? (Report for your child that most frequently participates in the afterschool program.)

- ☐ (A) No
- ☐ (B) Yes – 1 day a week
- ☐ (C) Yes – 2 days a week
- ☐ (D) Yes – 3 days a week
- ☐ (E) Yes – 4 days a week
- ☐ (F) Yes – 5 days a week

C A L I F O R N I A *school parent* S U R V E Y

**Please indicate how much you agree or disagree with the following statements about this school.**

<b><i>This school...</i></b>	<b>Strongly Agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>Don't Know/NA</b>
9. promotes academic success for all students.	①	②	③	④	⑤
10. treats all students with respect.	①	②	③	④	⑤
11. clearly tells students in advance what will happen if they break school rules.	①	②	③	④	⑤
12. encourages all students to enroll in challenging courses regardless of their race, ethnicity, or nationality.	①	②	③	④	⑤
13. gives all students opportunities to "make a difference" by helping other people, the school, or the community.	①	②	③	④	⑤
14. keeps me well-informed about school activities.	①	②	③	④	⑤
15. provides quality counseling or other ways to help students with social or emotional needs.	①	②	③	④	⑤
16. is an inviting place for students to learn.	①	②	③	④	⑤
17. allows input and welcomes parents' contributions.	①	②	③	④	⑤
18. provides students with healthy food choices.	①	②	③	④	⑤
19. communicates the importance of respecting all cultural beliefs and practices.	①	②	③	④	⑤
20. gives my child opportunities to participate in classroom activities.	①	②	③	④	⑤
21. provides instructional materials that reflect my child's culture, ethnicity, and identity.	①	②	③	④	⑤
22. enforces school rules equally for my child and all students.	①	②	③	④	⑤
23. provides quality activities that meet my child's interests and talents, such as sports, clubs, and music.	①	②	③	④	⑤
24. has quality programs for my child's talents, gifts, or special needs.	①	②	③	④	⑤
25. is a safe place for my child.	①	②	③	④	⑤
26. promptly responds to my phone calls, messages, or e-mails.	①	②	③	④	⑤
27. encourages me to be an active partner with the school in educating my child.	①	②	③	④	⑤

**Based on your experience, how much of a problem at this school is...**

	<u>Not a Problem</u>	<u>Small Problem</u>	<u>Some-what a Problem</u>	<u>Large Problem</u>	<u>Don't Know/NA</u>
28. student tobacco use (cigarette smoking and/or smokeless tobacco such as dip, chew, or snuff)?	①	②	③	④	⑤
29. student use of electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	①	②	③	④	⑤
30. student alcohol and drug use?	①	②	③	④	⑤
31. harassment or bullying of students?	①	②	③	④	⑤
32. physical fighting between students?	①	②	③	④	⑤
33. racial/ethnic conflict among students?	①	②	③	④	⑤
34. students not respecting staff?	①	②	③	④	⑤
35. gang-related activity?	①	②	③	④	⑤
36. weapons possession?	①	②	③	④	⑤
37. vandalism (including graffiti)?	①	②	③	④	⑤

**Please indicate how much you agree or disagree with the following statements about this school.**

<b><i>This school...</i></b>	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Don't Know/NA</u>
38. actively seeks the input of parents before making important decisions.	①	②	③	④	⑤
39. has clean and well-maintained facilities and properties.	①	②	③	④	⑤
40. provides high quality instruction to my child.	①	②	③	④	⑤
41. motivates students to learn.	①	②	③	④	⑤
42. has a supportive learning environment for my child.	①	②	③	④	⑤
43. has adults that really care about students.	①	②	③	④	⑤
44. has high expectations for all students.	①	②	③	④	⑤



**How strongly do you agree or disagree with the following statements?**

	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Don't Know/NA</u>
45. Teachers at this school communicate with parents about what students are expected to learn in class.	①	②	③	④	⑤
46. Parents feel welcome to participate at this school.	①	②	③	④	⑤
47. School staff treat me with respect.	①	②	③	④	⑤
48. School staff take parent concerns seriously.	①	②	③	④	⑤
49. School staff are helpful.	①	②	③	④	⑤

**Since the beginning of this school year, has any adult in your child's household done any of the following things at your child's school?**

	<u>No</u>	<u>Yes</u>
50. Attended a school or class event, such as a play, dance, sports event, or science fair.	①	②
51. Served as a volunteer in this child's classroom or elsewhere in the school.	①	②
52. Attended a general school meeting, for example, an open house, or a back-to-school night.	①	②
53. Attended a meeting of the parent-teacher organization or association.	①	②
54. Gone to a regularly scheduled parent-teacher conference with the child's teacher.	①	②
55. Participated in fundraising for the school.	①	②
56. Served on a school committee.	①	②
57. Met with a guidance counselor in person.	①	②

**How well has this child's school been doing the following things during the school year?**

	<u>Very Well</u>	<u>Just Okay</u>	<u>Not Very Well</u>	<u>Does Not Do It At All</u>	<u>Don't Know/NA</u>
58. Letting you know how your child is doing in school between report cards.	①	②	③	④	⑤
59. Providing information about how to help your child with homework.	①	②	③	④	⑤
60. Providing information about why your child is placed in particular groups or classes.	①	②	③	④	⑤
61. Providing information on your expected role at your child's school.	①	②	③	④	⑤
62. Providing information on how to help your child plan for college or vocational school.	①	②	③	④	⑤

**19. SECOND READING - BOARD POLICY 6146.1, HIGH SCHOOL GRADUATION REQUIREMENTS:**

The Board of Trustees participated in five Board Study Sessions on the topic of High School Graduation Requirements. These study sessions took place on March 25, 2015, July 15, 2015, January 20, 2016, March 16, 2016 and April 12, 2107. Staff is recommending revisions to Board Policy 6146.1, *High School Graduation Requirements*, as a result of Trustee feedback during these sessions. In order to continue the focus on maximum flexibility for student schedules, additional changes from the first reading of the policy at the May 10, 2017 regular Board meeting have been made. Changes are underlined; deletions are struck through.

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

***Contact: Susan Holliday, Associate Superintendent, Education Services***

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 6146.1, *High School Graduation Requirements*.

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

**HIGH SCHOOL GRADUATION REQUIREMENTS**

The state of California has established high school graduation requirements for all students. The state's prescribed course of study for students in Grades 9-12 to receive a diploma is listed in the table below (Education Code 51225.3). The Board of Trustees of the District has adopted graduation requirements for all students which exceed the requirements of the State of California. (Note: 10 credits equal 1 full-year course, and 5 credits equal 1 semester course.)

	CA Minimum Requirements	Class of 2017-2019	Class of 2020	Serra <del>Class of 2020</del> Class of 2017-2019	<u>Serra Class of 2020</u>
Subject	Credit	Credit	Credit	Credit	<u>Credit</u>
English	30	40	40	40	<u>40</u>
Mathematics	20 Algebra	20 with Algebra	30 with Algebra	<del>30</del> 20 with Algebra	<u>30 with Algebra</u>
Science	20	20	20	20	<u>20</u>
Social Studies	30	30	30	30	<u>30</u>
Visual or Performing Arts, World Language, or Career Technical Education	10	10	10	10	<u>10</u>
Health*	N/A	5	5	5	<u>5</u>
College and Career Planning	N/A	5	5	5	
Physical Education	20*	20*	20*	20*	<u>20</u>
Electives	<del>N/A</del> <u>N/A</u>	70	60	<del>30</del> 40	<u>35</u>
TOTAL	130	220	220	190	<u>190</u>

\* Unless the student has been exempted pursuant to the provisions of the Education Code.

The Board authorizes the granting of a high school diploma to any student who has completed the prescribed course of study for any of the following schools: (1) traditional high school, and/or (2) continuation high school.

**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)**

## 1. Requirements for Graduation/Traditional High School

## General Conditions

- a. High school graduation is conditioned upon the successful completion of the required course of study totaling a minimum of 220 semester units of work.
- c. To receive a high school diploma from the District, students must maintain a satisfactory program of continued education and attend a total of eight semesters in Grades 9-12, unless application for early graduation is filed one semester in advance.

A traditional high school program includes successful completion of the following credits for the graduating classes of 2020 and beyond:

40 of English

30 of Social Science, including:

10 World History

10 U.S. History

5 American Government

5 Economics

30 Mathematics (Includes Algebra I)

20 Science, including both biological and physical sciences

10 Fine Arts, World Language, or Career Technical Education

20 Physical Education

5 Health

5 College and Career Planning

Electives needed to complete a total of 220 semester units.

In an effort to provide students with maximum flexibility, comprehensive high school students may enroll into single courses offered through Cal Prep Academy. Each year, the comprehensive high school staff will work collaboratively with the Cal Prep staff to create the potential single course offerings based upon student need. Students will be provided multiple flexible options to complete the graduation requirements for the College and Career Planning (CCP) and Health courses. 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.

**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)**

Students may fulfill both the CCP and Health courses during the regular school year by taking the courses through the District online program either before school, during tutorial, lunch, or after school (options vary by site).

The Superintendent or designee shall establish regulations under which the District may grant credits toward graduation for college courses and private instruction attended by District students.

The Superintendent or designee may grant physical education credit for independent study programs. Specifically, only individual sports with national competitive rankings are eligible for consideration under this provision. The Superintendent or designee shall establish regulations governing independent study physical education requirements.

The Superintendent or designee may grant physical education credit for participation in District interscholastic athletic programs when a student has been exempted from physical education classes because of this participation and when such participation entails a comparable amount of time and physical activity.

Students using interscholastic athletics participation to fulfill physical education requirements may be graded on this participation, provided that a teacher credentialed to teach physical education supervises this participation and assigns the grade.

2. Transfers

To participate in a graduation ceremony and receive a diploma from a District comprehensive high school, a student must be enrolled prior to the first day of the spring semester. These students must successfully complete 25 District credits. Students who transfer in the fall semester of their senior year must successfully complete 50 District credits.

- a. The District shall exempt a student in foster care, a student who is a homeless child or youth, or a former juvenile court school student, who transfers between schools any time after the completion of the student's second year of high school from all coursework and other requirements adopted by the Board that go beyond the minimum statewide requirements specified in Education Code section 51225.3, unless the District makes a finding that the student is reasonably able to complete the District's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school. Additionally, children of military families may be eligible for specific waivers from the District's graduation requirements in accordance with Education Code 49701.
- b. Reciprocity on Graduation Requirements



**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)**

Students in Grades 9-12 transferring to this District from schools outside of California must meet District graduation requirements in order to receive a high school diploma, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.

- c. Transfer credits are accepted from accredited institutions only, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.
- d. Courses from the transferring district which are designated as honors courses will not receive honors credit if there is not a corresponding District course of the same title with the same description, subject to the exceptions set forth in Education Code sections 51225.1-51225.2.
- e. Courses designated as Advanced Placement from accredited transferring districts will receive additional weighted credit, which will be computed using the following numerical value: A = 5, B = 4, C = 3, D = 1, and F = 0.

Students with special circumstances may request consideration of a fifth year of study to meet graduation requirements.

**3. Requirements for Graduation/Continuation School****a. General Conditions**

The Board shall grant a diploma of continuation high school graduation to any pupil upon completion of the prescribed course of study including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

**b. Basic Requirements**

- (1) The specific subject requirements for a continuation high school diploma are identical to those required of the traditional high school. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.
- (2) Students wishing to receive a continuation high school diploma must successfully complete a minimum of five credits at the continuation high school. In the event of extenuating circumstances, the Superintendent or designee, may waive this requirement.

**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)**

## 4. Satisfactory High School Credit May Be Earned Through Avenues Outside of the District

## a. Juvenile Court School

The District shall accept for credit any coursework satisfactorily completed by students while detained in a juvenile court school or county or state-operated detention institution. District students who successfully complete District graduation requirements while so detained shall receive a diploma from the school they last attended.

## b. Instruction from Accredited Non District Institutions

Credit toward high school graduation for instruction from accredited non district institutions may be granted, provided that:

- (1) Credit earned at a different accredited institution while the student attends District schools in Grades 9-12 does not exceed 10 credits annually

~~(2) The District does not offer the course.~~

~~(3)~~(2) Parent/guardian applies in writing for the credit.

~~(4)~~(3) The number of credits sought equals at least one semester's work.

## c. College Courses

- (1) The individual may complete his/her high school education by attending an accredited college.

**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)**

- (2) The District maintains a cooperative agreement with Saddleback College, the Concurrent College Studies Program. Under the auspices of the program, a student may enroll in one Saddleback College course per semester. Courses under this program receive high school credit as well as college credit. College courses may not be taken if the course is offered at the student's home campus. Graduation requirements, with the exception of electives, may not be taken under this program.
- (3) College courses will be equated to high school credits on the following basis: each semester unit of college credit is equal to three and one-third high school credits.
- (4) The student receives the same letter grade for the high school credit as is granted by the college. No additional grade point will be added if a student earns an "A" or "B" grade.

5. High School Equivalency/California High School Proficiency Examination (CHSPE)

The Board desires that every student have the opportunity to earn a high school diploma through successful completion of class work and Board-approved competency tests.

The Board, however, recognizes that the California Legislature has provided two alternatives to the high school diploma: the General Educational Development Certificate for individuals 18 or older, and the California High School Competency

Certificate for persons 16 or older or who have been in the tenth grade for a year or who are currently enrolled in the final semester of tenth grade. These certificates may be granted by the California Department of Education (CDE) to individuals who pass performance tests established by the Department.

The principal of each school maintaining tenth, eleventh, and/or twelfth grades shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination (CHSPE) as provided under Education Code 48412. When announcements from the CDE or its contractor are received, this information shall be distributed early enough to enable interested students to register for the test.

Any person 16 or older or who has been in the tenth grade for a year or who is currently enrolled in the final semester of tenth grade may apply to have his/her proficiency in basic skills verified by examination according to criteria established by the CDE.

Any person 18 or older may take the General Educational Development Test (GED) given by the CDE in order to receive the High School Equivalency Certificate.

**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)****6 Graduation Ceremonies**

- a. The Board does not permit nor recognize any graduation ceremony for District students other than the ceremonies attached to graduation from high school (Grade 12); or continuation school (Grade 12).
- b. Students may participate in the graduation ceremony if:
  - (1) They qualify for a diploma by meeting all applicable graduation requirements, or
  - (2) They qualify for a Certificate of Achievement by meeting all applicable graduation requirements.

*Legal Reference:***EDUCATION CODE***37252 Summer school instructional programs**35160 Authority of governing boards**35160.1 Broad authority of school districts**35160.5 Extracurricular and cocurricular activities, differential standards**8645.5 Course credit re juvenile court schools**48400-48403 Persons subject to compulsory continuation education**48410 Persons exempt from continuation classes**48412 Certificate of Proficiency; examination fees**48413 Enrollment in continuation classes**48414 Reenrollment in district**48430 Continuation education schools and classes**48431.6 Review and counseling of academic progress at age 16 or 10<sup>th</sup> grade**48800-48803 Attendance at community college; advanced education**51220 Areas of study; grades 7-12**51224 Skills and knowledge required for adult life**51225.1 Pupils in foster care; pupils who are homeless children or youth or former juvenile court school**pupils; transfer between schools; exemption from local graduation requirements; reasonable ability to complete requirements within fifth year of high school; notice; complaint of noncompliance with requirements of section**51225.2 Pupils in foster care or who are homeless children or youth, or former juvenile court school pupils; acceptance of coursework completed at another school; application of credits; retaking a course; complaint of noncompliance with requirements of section**51225.3 Requirements for graduation**51225.4 Elementary school certification of sufficient preparation for high school**51226 Board review of curriculum every three years; model standards**5124051246 Exemptions from requirements**51242 Exemption from physical education for athletic program participants**51243-51245 Credit for foreign language private school studies**5126051269 Drug education*

**HIGH SCHOOL GRADUATION REQUIREMENTS (continued)**

*5140051442 Diplomas and certificates*  
*51740 Authority to provide instruction by correspondence*  
*52508 Diplomas or certificates (adult school)*  
*52510 Requirements for eighth grade graduation (adult school)*  
*56000 Education of individuals with exceptional needs*  
*56341 Individualized education program team*  
*56345 Elements of the IEP*  
*60851 Successful completion of test for graduation*  
*60852 Deferment of examination requirement for certain students*  
*60853 Preparation of students for examination*

**VEHICLE CODE**

*12507 Driver education*

**CODE OF REGULATIONS, TITLE 5**

*16001651 Graduation of pupils from Grade 12 and credit toward graduation*  
*1630 Credit for college courses*  
*1631 Credit for private instruction*  
*1632 Credit for private school foreign language instruction*  
*1633 Credit for correspondence instruction*  
*1634 Credit to present or past member of the armed services*  
*3069 Graduation*  
*11520 Definitions*  
*11521 Placement on pupil transcript*  
*11522 Requirements for exemption from school attendance form*  
*11523 Requirement to make examination announcements*  
*11530 High School Equivalency Certificate*

Policy

adopted: February 8, 1999

revised: June 12, 2000

revised: June 24, 2002

revised: August 19, 2002

revised: September 11, 2006

revised: April 21, 2008

revised: February 9, 2009

revised: May 18, 2016

revised: January 25, 2017

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**20. BROADENING THE COURSE OF STUDY – NEW SECONDARY COURSE:**

Approval of Broadening the Course of Study: New Secondary Course. Advanced Placement (AP) Human Geography is proposed for the 2017-2018 course catalog in accordance with Board Policy 6143, *Course of Study*. The course will target grade 9 students who are interested in an AP course. The course is traditionally viewed, by schools and College Board, as an entry level AP course and does not require a prerequisite. Upon approval, the course will be offered in the 2017-2018 school year.

**Contact:** *Susan Holliday, Associate Superintendent, Education Services*

### Course of Study Recommendations for 2017-18

Board Policy 6143 requires that "the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum." In order to ensure our students are prepared for the 21st Century, the changes in standards and a-g requirements, the following courses are proposed for the 2016-17 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

### COURSE CATALOG PROPOSAL 2017-18

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
AP Human Geography	AP® Human Geography is a yearlong course that focuses on the distribution, processes, and effects of human populations on the planet. Units of study include population, migration, culture, language, religion, ethnicity, political geography, economic development, industry, agriculture, and urban geography. Emphasis is placed on Geographic models and their applications. Case studies from around the globe are compared to the situation in both the United States and locally. CD-ROM and Internet activities are used to explore certain topics.	11-12	Electives	5	Pending Must be submitted to UC for approval	Fall and Spring

**AERIES course Number Request/Change Form**

**Executive Director, Secondary Instructional Services**

**Long Title**  
**AP Human Geography (HP)**

L.VARIABLES\_Procedures\_for\_TTSConcurs request form.doc

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**AP<sup>®</sup> Human Geography: Syllabus 2**  
**Sample 1058803v1**



<b>Scoring Components</b>	<b>Page(s)</b>
SC1 The course provides a systematic study of the nature of Geography.	3
SC2 The course provides a systematic study of perspectives of Geography.	3
SC3 The course provides a systematic study of population geography.	3-4
SC4 The course provides a systematic study of cultural patterns and processes.	5-7
SC5 The course provides a systematic study of political organization of space.	8
SC6 The course provides a systematic study of agriculture and rural land use.	9
SC7 The course provides a systematic study of industrialization and economic development.	8, 10
SC8 The course provides a systematic study of cities and urban land use.	10
SC9 The course teaches the use of landscape analysis to examine human organization of space.	5, 9-10
SC10 The course teaches spatial relationships at different scales ranging from the local to the global.	2-3, 9
SC11 The course teaches students how to use and interpret maps and spatial data.	3-4, 6-7, 10
SC12 The course teaches students how to use and interpret geographical models.	3-5, 9-11



## Course Overview

AP® Human Geography is a yearlong course that focuses on the distribution, processes, and effects of human populations on the planet. Units of study include population, migration, culture, language, religion, ethnicity, political geography, economic development, industry, agriculture, and urban geography. Emphasis is placed on geographic models and their applications. Case studies from around the globe are compared to the situation in both the United States and locally. CD-ROM and Internet activities are used to explore certain topics.

## Course Objectives

- To introduce students to the systematic study of patterns and processes that have shaped human understanding, use, and alteration of Earth's surface
- To learn about and employ the methods of geographers, especially including observation, mapmaking, data gathering and reporting, and technical writing
- To employ spatial concepts, geographic vocabulary, and landscape interpretation to a variety of locations and situations around the globe and in local areas
- To develop a geographic perspective with which to view the landscape and understand current events

### Texts and Study Materials

Hudson, John C. *Goode's World Atlas*. 20th ed. Skokie, IL: Rand McNally, 1999.

Kuby, Michael, John Harner, and Patricia Gober. *Human Geography in Action*. 3rd ed. New York: John Wiley, 2004.

*The Power of Place: Geography for the 21st Century* series. Annenberg/CPB Project, 1996. DVD. (The programs in this series are used for the video case studies. Annenberg/CPB renamed some of these programs in its updated 2003 version of the series. However, teachers who use the 2003 version should have no trouble converting the programs named in this syllabus to the updated series.)

Rubenstein, James M. *The Cultural Landscape: An Introduction to Human Geography*. 7th ed. Upper Saddle River, NJ: Prentice Hall, 2003.

Some of the best material for illustrating concepts and ideas can come from newspapers. I subscribe to our local (county) newspaper, one of the major papers in the neighboring city, and the *New York Times*. I try to use examples from the local, state, and national levels whenever I can. I have found that the *New York Times* is especially good at providing mapped and graphed information of interest to geographers. Additionally, most of our in-class readings are taken from the *Economist*, a magazine that is even organized by region! [SC10] I value the articles because they are current, relevant, fairly easy for students to understand, and brief. I use the following Web sites to find and make maps that illustrate concepts; the sites also give students a chance to explore and learn from the information available there.

SC10—The course teaches spatial relationships at different scales ranging from the local to the global.



- U.S. Census Bureau  
[www.census.gov](http://www.census.gov)
- Digital Atlas of the United States  
<http://139.166.124.2/1/Spa01.html>
- 1997 Agricultural Atlas of the United States  
<http://www.nass.usda.gov/research/census97/atlas97/menu.htm>
- [www.nationalatlas.gov](http://www.nationalatlas.gov)

## Course Planner

### Weeks 1–3: The Nature of Geography [SC1 & SC2]

#### Reading Assignments

- Rubenstein, Chapter 1: "Thinking Geographically"
- Kuby, Harner, and Gober, Chapter 1: "True Maps, False Impressions"
- Rubenstein, Appendix, pp. 488–393

#### Unit Objectives and Activities

1. Define geography, human geography; explain the meaning of the spatial perspective.
2. Explain how geographers classify each of the following and provide examples of each:
  - a) distributions
  - b) locations
  - c) regions
3. Identify how each of the following plays a role in mapmaking:
  - a) simplification
  - b) categorization
  - c) symbolization
  - d) induction
4. Identify types of scale and projections used in mapmaking; identify advantages and disadvantages of different projections. [SC10]
5. List different types (models) of diffusion and provide examples/illustrations of each in the real world. [SC12]
6. Distinguish between different types of maps and mapped information (e.g., dot distribution, choropleth, etc.) and provide explanations of strengths and weaknesses of each. [SC10 & SC11]

### Weeks 4–6: Population [SC3]

#### Reading Assignment

- Rubenstein, Chapter 2: "Population"
- Kuby, Harner, and Gober, Chapter 7: "The Hidden Momentum of Population Growth"

SC1—The course provides a systematic study of the nature of Geography.

SC2—The course provides a systematic study of perspectives of Geography.

SC10—The course teaches spatial relationships at different scales ranging from the local to the global.

SC12—The course teaches students how to use and interpret geographical models.

SC11—The course teaches students how to use and interpret maps and spatial data.

SC3—The course provides a systematic study of population geography.

**Unit Objectives and Activities**

1. Map major and emerging population concentrations and describe demographic characteristics of each.
2. Consider the concepts of *ecumene* and non-*ecumene*, and consider:
  - a) Why do most people live where they do?
  - b) For what reasons have humans historically avoided certain areas?
  - c) Where do non-examples of each exist? Why?
3. Calculate arithmetic, agricultural, and physiological densities and describe the strengths and weaknesses of each for demographic analysis.
4. Explain the elements of a population pyramid and distinguish between characteristic shapes.
5. Explain the demographic transition model:
  - a) What are its components?
  - b) Which countries does it describe in each phase?
  - c) Why might it not predict the future for developing countries today? [SC12]
6. Give examples of pro- and antinatalist policies and their effects in example countries.
7. Define key demographic terms and identify regions in which high and low extreme examples of each can be found.
8. Concerning natural hazards, do the following:
  - a) list various types of natural hazards and disasters
  - b) map the areas most affected by them [SC11]
  - c) compare with the map of population distribution
  - d) hypothesize the degree of danger in various regions
  - e) discuss methods that are taken to adapt to these dangers

SC12—The course teaches students how to use and interpret geographical models.

SC11—The course teaches students how to use and interpret maps and spatial data.

**Video Case Study**

- *The Power of Place*, Program 18-1, "Egypt: Population Overload"

**Weeks 7–9: Movement [SC3]****Reading Assignments**

- Rubenstein, Chapter 3: "Migration"
- Kuby, Harner, and Gober, Chapter 4: "Newton's First Law of Migration"

SC3—The course provides a systematic study of population geography.

**Unit Objectives and Activities**

1. Distinguish between and give characteristics of the following types of human movement:
  - a) circulation and migration
  - b) forced and voluntary migration
  - c) push and pull factors





2. Discuss the contributions of Ravenstein to the study of human movement and migration. [SC12]
3. Use the gravity model to predict migration and evaluate its efficiency and usefulness. [SC12]
4. Map specific examples of historic and contemporary forced migrations, explaining push and pull factors associated with each.
5. Characterize a refugee and refugee populations.
6. Discuss the migration history of the United States through the following:
  - a) immigration history
  - b) immigration policy
  - c) historic and contemporary streams of migration
  - d) internal migration patterns
7. Explain how distance decay, intervening obstacles, and migration selectivity factors affect migration and circulation patterns.
8. Correlate migration patterns to the demographic transition model.

SC12—The course teaches students how to use and interpret geographical models.

#### Video Case Studies

*The Power of Place*, Program 14-1, "Mexico: Motive to Migrate"

*The Power of Place*, Program 19-1, "Ivory Coast: The Legacy of Colonialism"

#### Weeks 10–11: Culture [SC4]

##### Reading Assignments

Rubenstein, Chapter 4: "Folk and Popular Culture"

Kuby, Harner, and Gober, Chapter 2: "Cactus, Cowboys, and Coyotes: The Southwest Culture Region"

SC4—The course provides a systematic study of cultural patterns and processes.

#### Unit Objectives and Activities

1. Define culture and cultural geography.
2. Compare and contrast the following aspects of folk and popular culture:
  - a) origins
  - b) methods of diffusion
  - c) culture regions
3. Examine specific examples of folk culture and regions.
4. Examine examples of specific popular cultural traits and discuss their diffusion.
5. Discuss ways in which cultural traits are affected by and affect the natural environment.
6. Discuss the role of racism and ethnocentrism in the understanding of the cultural landscape. [SC9]

SC9—The course teaches the use of landscape analysis to examine human organization of space.



**Video Case Study**

- *The Power of Place*, Program 26-1, "Indonesia: Tourist Invasion"

**Weeks 12–13: Geography of Language [SC4]**

**Reading Assignment**

- Rubenstein, Chapter 5: "Language"

**Unit Objectives and Activities**

1. Discuss the importance and role of language as an element of culture.
2. Explain how languages are classified and related.
3. Map the distribution of major language families worldwide. [SC11]
4. Show the division of Europe into the following language groups and give specific examples from major groups:
  - a) Germanic
  - b) Slavic
  - c) Romance
5. Describe the following characteristics of English:
  - a) origin and historical development
  - b) worldwide diffusion
  - c) spatial variation
  - d) role in cultural convergence
6. Explain the how, why, and where of language change.
7. Discuss the regional and local variety in language using the following terms:
  - a) slang
  - b) isogloss
  - c) accent
8. Explain how toponyms are derived and classified and give various examples.

SC4—The course provides a systematic study of cultural patterns and processes.

SC11—The course teaches students how to use and interpret maps and spatial data.

**Video Case Study**

- *The Power of Place*, Program 10-1, "Quebec: An Island of French"

**Weeks 14–16: Geography of Religion [SC4]**

**Reading Assignment**

- Rubenstein, Chapter 6: "Religion"

**Unit Objectives and Activities**

1. Identify the following characteristics of all major religions:
  - a) point of origin
  - b) method of diffusion
  - c) current distribution
  - d) landscape expression



2. Map the religious regions of the United States. [SC11]
3. Discuss the major branches, their origins, and their current distributions for the following religions:
  - a) Christianity
  - b) Islam
  - c) Buddhism
4. Distinguish between ethnic and universalizing religions:
  - a) holy sites
  - b) holy days
  - c) methods of diffusion
5. Describe ways in which the environment influences religion and ways in which religions affect the natural environment.
6. Discuss various specific religious conflicts around the world in terms of the following:
  - a) religion versus politics
  - b) religion versus religion—interfaith conflicts
  - c) religion versus religion—intrafaith conflicts

SC11—The course teaches students how to use and interpret maps and spatial data.

**Video Case Study**

- *The Power of Place*, Program 17-1, "Jerusalem, Sacred Space Under Siege"

**Weeks 17–19: Ethnicity, Gender, and Geography [SC4]**

**Reading Assignment**

- Rubenstein, Chapter 7: "Ethnicity"

SC4—The course provides a systematic study of cultural patterns and processes.

**Unit Objectives and Activities**

1. Describe the distribution of major ethnicities within the United States:
  - a) identify states/regions in which they are clustered
  - b) identify regions in which they are mostly absent
  - c) provide reasons for the present distribution
2. Examine case studies of ethnic conflicts from different regions.
3. Consider ways in which gender-related issues are expressed spatially, particularly in regards to:
  - a) economic roles and activity
  - b) health and reproduction
  - c) level of education
4. Discuss and illustrate with examples various nation-state configurations including:
  - a) nation-state
  - b) part-nation state
  - c) multinational state
  - d) stateless nation



**Video Case Studies**

- *The Power of Place*, Program 9-1, "Boston: Ethnic Mosaic"
- *The Power of Place*, Program 7-1, "Dagestan: Russia's Southern Challenge"
- *The Power of Place*, Program 20-2, "South Africa: This Is My Land"

**Weeks 20–22: Political Geography [SC5]****Reading Assignment**

- Rubenstein, Chapter 8: "Political Geography"

**Unit Objectives and Activities**

1. Explain the concept of state by:
  - a) identifying necessary qualifications and characteristics
  - b) listing examples of states in various regions
  - c) describing quasi-states
2. Describe the problems of multinational states and stateless nations.
3. List advantages and disadvantages of different types of boundaries and provide real-world examples of:
  - a) natural/physical boundaries
  - b) cultural boundaries
  - c) geometric boundaries
4. List advantages and disadvantages of different shapes of states and provide examples.
5. Discuss the concepts of imperialism and colonialism and illustrate some of their consequences on the contemporary political map.
6. Define irredentism and devolution and illustrate with examples.
7. Summarize the history of the United Nations and identify issues of current importance regarding it.

SC5—The course provides a systematic study of political organization of space.

**Video Case Studies**

- *The Power of Place*, Program 25-1, "Laos: Isolated Heart"
- *The Power of Place*, Program 3-2, "Slovakia: New Sovereignty"

**Weeks 23–25: Economic Development [SC7]****Reading Assignments**

- Rubenstein, Chapter 9: "Development"
- Kuby, Harner, and Gober, Chapter 8: "From Rags to Riches: The Dimensions of Development"

SC7—The course provides a systematic study of industrialization and economic development.

**Unit Objectives and Activities**

1. Use examples of human welfare indicators to distinguish between relatively developed and less developed countries.





2. Use examples of economic indicators to classify countries as less developed or relatively developed.
3. Draw the Brandt line on a world or regional map.
4. Compare and contrast different theories and models of economic development and the relationship between less developed and relatively developed countries. [SC12]
5. Provide examples of the different sectors of a country's economy and explain the economic relationship between them.

SC12—The course teaches students how to use and interpret geographical models.

#### Video Case Study

- *The Power of Place*, Program 18-2, "Oman: Looking Beyond Oil"

#### Weeks 26–28: Geography of Agriculture—Primary Economic Activities [SC6]

##### Reading Assignments

- Rubenstein, Chapter 10: "Agriculture"
- Rubenstein, Chapter 14: "Key Issue 3"

SC6—The course provides a systematic study of agriculture and rural land use.

##### Unit Objectives and Activities

1. Explain how agriculture originated and identify its various hearths.
2. Describe the evolution of agricultural practices from their first use until today.
  - a) Neolithic Revolution
  - b) Second Agricultural Revolution
  - c) Green Revolution and biotechnology
3. Consider how each of the following correlates with specific agricultural regions:
  - a) climate
  - b) terrain
  - c) culture
  - d) situation with regard to world markets
4. Describe and apply the von Thünen model to both small-scale and large-scale situations. [SC10 & SC12]
5. Identify the predominant agricultural practices associated with various regions of the world.
6. Use agricultural practice to differentiate between less developed and relatively developed countries.
7. Compare and contrast different types of rural landscapes and settlements: [SC9]
  - a) linear villages
  - b) cluster villages
  - c) dispersed settlements

SC10—The course teaches spatial relationships at different scales ranging from the local to the global.

SC9—The course teaches the use of landscape analysis to examine human organization of space.

#### Video Case Studies

- *The Power of Place*, Program 25-2, "Vietnam: Fertile Dreams"
- *The Power of Place*, Program 16-2, "Chile: Pacific Rim Player"





- *The Power of Place*, Program 12-1, "Northern Japan: Protecting the Harvest"
- *The Power of Place*, Program 21-2, "Dikhatpura: Help through Irrigation"

**Weeks 29–31: Geography of Industry—Secondary Economic Activities [SC7]****Reading Assignments**

- Rubenstein, Chapter 11: "Industry"
- Rubenstein, Chapter 14: "Key Issue 1"
- Rubenstein, Chapter 14: "Key Issue 2"
- Kuby, Harner, and Gober, Chapter 6: "Help Wanted"

**Unit Objectives and Activities**

1. Explain the Industrial Revolution by:
  - a) describing its origin
  - b) describing its diffusion and current pattern of industrial regions
2. Map regional manufacturing zones in each continent and identify the following for each: [SC11]
  - a) origin and resources
  - b) current strengths and/or problems
3. Compare and contrast preindustrial, industrial, and postindustrial life and landscape. [SC9]
4. Describe how site and situation factors influence the location of manufacturing and give examples.
5. Discuss the problems created by or associated with industrialization in:
  - a) developed countries
  - b) developing countries
6. Make graphic models that describe the inputs and connections of various industries. [SC12]

SC7—The course provides a systematic study of industrialization and economic development.

SC11—The course teaches students how to use and interpret maps and spatial data.

SC9—The course teaches the use of landscape analysis to examine human organization of space.

SC12—The course teaches students how to use and interpret geographical models.

**Video Case Studies**

- *The Power of Place*, Program 8-2, "Bratsk: The Legacy of Central Planning"
- *The Power of Place*, Program 11-2, "U.S. Midwest: Spatial Innovations"
- *The Power of Place*, Program 23-1, "Shanghai: Awakening the Giant"

**Weeks 32–34: Urban Geography—Tertiary Economic Activities [SC8]****Reading Assignments**

- Rubenstein, Chapter 12: "Services"
- Rubenstein, Chapter 13: "Urban Patterns"

**Unit Objectives and Activities**

1. Contrast European and North American cities:
  - a) central business districts
  - b) suburbs and suburban growth

SC8—The course provides a systematic study of cities and urban land use.





2. Compare and contrast elements of the following urban models: [SC12]
  - a) concentric zone
  - b) sector
  - c) multiple-nuclei
  - d) galactic city/edge cities
3. Describe the move of retail and industry to the suburbs.
4. Explain the growth of suburbs in terms of social, transportation, and economic changes.
5. Differentiate between three models of North American cities. [SC12]
6. Compare and contrast spatial characteristics of cities in the following regions:
  - a) Latin America
  - b) Africa
  - c) Southeast Asia
7. List and evaluate the problems of the inner city.
8. Explain and illustrate important models dealing with the urban hierarchy for: [SC12]
  - a) central-place theory
  - b) rank-size rule and primate cities

SC12—The course teaches students how to use and interpret geographical models.

#### Video Case Studies

- *The Power of Place*, Program 16-1, "Sao Paulo: The Outer Rim"
- *The Power of Place*, Program 9-2, "Chicago: Farming on the Edge"
- *The Power of Place*, Program 12-2, "Tokyo: Anatomy of a Mega-City"

#### Weeks 35–36: Review

I review for the AP Exam by providing students with a copy of the Course Outline from the AP Human Geography Course Description and asking them to define, illustrate, or comment on each item.

#### Teaching Strategies

I have structured my class around four main activities: (1) discussion of key terms and concepts, (2) examination of case studies, (3) practice of key geographical skills, and (4) practice of written expression via free-response questions. A typical day includes at least three of these activities (examples are given below). For instance, a 90-minute period might consist of 30 minutes of classroom discussion focused on new concepts covered in the previous reading assignment, 30 minutes of presentation of illustrative case studies (video, teacher presentation, or readings from a newspaper or magazine), and 30 minutes of practice writing an answer to a free-response question and reviewing a scoring guideline that might be used to grade it. The fourth main activity is the one I use most commonly: practice of key geographical skills. Nearly every day I ask students to examine a map(s) or graphed or textual information and respond to it using such concepts as scale, region, location and place, or association and interconnection.



Homework in the form of a reading assignment and study guide is assigned daily. Video case studies always include a previewing focus activity and a debriefing activity. Class discussions (lectures) are always accompanied by listening guides. For the reading of articles from newspapers or journals, I require students to fill in a generic reader-response form or annotate a map.

### Student Evaluation

Students' grades are based on the completion of assignments and study guides (40 percent), organized notebooks (10 percent), and exams (50 percent). Half of the exam grade is for multiple-choice questions and the other half for free-response questions. Grades are assigned as indicated here:

	B+ 87-89%	C+ 74-79%	D+ 57-59%
A 93-100%	B 83-86%	C 67-73%	D 53-56%
A- 90-92%	B- 80-82%	C- 60-66%	D- 50-52%

**21. BROADENING THE COURSE OF STUDY – NEW SECONDARY COURSE:**

Approval of Broadening the Course of Study: New Secondary Course. College Application Essay Essentials is proposed for the 2017-2018 course catalog in accordance with Board Policy 6143, *Course of Study*. The course is an online semester class, taken as a seventh period class first semester of senior year. The site will offer one section in the Fall 2017. The proposed course was developed based on student requests and feedback.

**Contact:** *Susan Holliday, Associate Superintendent, Education Services*

### Course of Study Recommendations for 2017-18

Board Policy 6143 requires that "the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum." In order to ensure our students are prepared for the 21st Century, the changes in standards and a-g requirements, the following courses are proposed for the 2016-17 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

### COURSE CATALOG PROPOSAL 2017-18

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
College Application Essay Essentials	This one-semester, online elective will assist students in completing their college application essays. Students will receive guidance on what to write about, how to write it, and how to revise it until each essay becomes an outstanding submission.	12	English	5	<b>N/A</b>	Semester (fall)



**Capistrano Unified School District  
AERIES course Number Request/Change Form**

Requesting School: 3446  
 Date Requested: 1/28/2017  
 Requested by: Eric Padman *Signature*

**Notes:** All highlighted fields must be completed prior to submission for approval. Complete other fields as applicable. Enter N/A if field does not apply to course.

Submit completed form along with required documents, course description, etc for Board Approval to the Education division.

**DISTRICT OFFICE USE ONLY**  
 DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_  
 Added course to Aeries by TIS: \_\_\_\_\_  
 Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Executive Director, Secondary Instructional Services

Course Title (appears on transcript) (15 characters max)		Long Title		NonAcademic /Honors	College Prep
College Application Essay Essentials		College Application Essay Essentials		N, H or N/A	P or N/A

Grade Range Low	Semester/Qt Credit	Max Credit per course #	Subject Area Codes	Dept	Term	NCES Code	Next Course ID
12	5.0	5	Z	G	Q = QTR S = Sem Y = Year	S	

Term Sequence	Year Sequence	Exc	PE	T/A	Pre-requisite Course ID	CTE pathway code & name	Voc Ed Level	Voc Subject	Course Level	Type
0										

California Specific Fields				NCLB Specific Fields			
CSU Entrance		UC Entrance		NCLB Core		CSF List	
Requirement	Elective	Requirement	Elective	Core Area 1	Core Area 2	CBEDS#	
N/A	N/A	N/A	N/A	Y	EN	2198	

Revised 7/12/2016  
 L:\AERIES\_Procedures\_ae\_TIS\Course request form.doc

\*\* Attach CDE description of course from CDE web site

## **College App Essay Essentials Course Outline**

**This is a credit/no credit course (no letter grade will be given). In order to receive credit for this course:**

- All assignments must be completed by the given deadlines
- The student must meet a minimum of 4 times with the instructor (approximately 2 hours total) in addition to the initial course overview meeting
- Student must complete a minimum of 240 minutes per week (4 hours) on class assignments
- The student must attend the initial meeting and course overview on Wednesday, August 23 from 6:30 to 8:00 pm. (A make-up session will be offered for verified conflicts).

### **Assignments:**

- Attend course overview meeting on Wednesday, August 23, 6:30-8:00 pm
- Complete the Student Profile for letters of recommendation (used by Academic Advisors and teachers writing your letters of recommendation)
- Research universities that fit your interests and academic profile, using sites such as Naviance.com, Parchment.com, BigFuture.collegeboard.org, and/or Collegeexpress.com
- List 8 (or more) universities to which you are likely to apply. List must include:
  - Reach, Target, and Safety schools
  - Average SAT, ACT, and GPA of accepted students at each school (and sites used to get this information)
  - Why you are applying to each listed school
  - Cost of attendance at each school
  - Cost of application at each school
  - Similarities uniting the schools on your list
- List all essay question topics for all schools to which you are applying and their deadlines
- Read essay writing advice and sample successful essays as listed on course website
- List 5 possible ideas for the Common Application central essay
- Meet with instructor to discuss list of schools and Common App central essay ideas (approximately one hour)
- Complete Common App essay first draft and meet with instructor to discuss
- Complete first drafts of the four UC essays and meet with instructor to discuss
- Research individual programs, courses, and professors for highly selective schools' supplemental essay questions
- Complete first draft of all supplemental essays
- Complete subsequent drafts and revisions of all essays
- Complete resume for use during alumni interview
- Research at least one scholarship for which you could apply



### Course Timeline and Anticipated Deadlines

- Aug 21-25      Mandatory Course Introduction and Overview August 23, 6:30-8:00 pm
- Aug 28-Sept 1      Work on Student Profile and research schools to develop your list
- Sept 4-8      Student Profile due; begin reading about college essays; begin assigned brainstorming activities to develop essay topics
- Sept 11-15      List of schools due; continue reading about college essays and generating ideas
- Sept 18-22      List of all essay questions due; list of essay ideas due
- Sept 25-29      Begin writing Common App essay draft
- Oct 2-6      1<sup>st</sup> draft of Common App essay due
- Oct 9-13      Research and write 1<sup>st</sup> draft of supplemental essays for early decision school
- Oct 16-20      2<sup>nd</sup> draft of Common App essay due
- Oct 23-27      Continue revisions of all essays due November 1
- Oct 30-Nov 3      Submit early decision application by November 1; begin UC 4 required essays
- Nov 6-10      UC essays first drafts due
- Nov 13-17      UC essays second drafts due
- Nov 20-24      Thanksgiving Break (keep working!)
- Nov 27-Dec 1      Submit UC applications by November 30; continue researching and writing drafts for other Common App schools (due January 1)
- Dec 4-8      Continue work on supplemental essays
- Dec 11-15      Explore scholarships for which you are qualified and select one to apply for; complete resume
- Dec 18-21      Final Exam week

• This schedule may vary depending on schools to which each student is applying and the deadlines of those schools.

\*\* Assignments should be submitted by the last day of the week (Friday) unless prior arrangements have been made with the instructor.

\*\*\* Meetings with instructor will be scheduled during 6<sup>th</sup> period and/or after school approximately every 3 weeks.

22. **RESOLUTION NO. 1617-83, AUTHORIZATION OF AERIES SOFTWARE, INC. (DBA EAGLE SOFTWARE) AS A SOLE SOURCE FOR SYSTEM MAINTENANCE AND SUPPORT SERVICES FOR THE AERIES STUDENT INFORMATION SYSTEM:**

Aeries Software, Inc. (DBA Eagle Software) is the only company who can upgrade, update and maintain the AERIES Student Information System owned by the District. The District determined our own programmers would not be able to update and upgrade the source code for the product without causing system disruptions when Aeries Software, Inc. updated program functionality. The District determined no third-party solutions provider would be able to update or upgrade the AERIES Student Information System for the same reasons and because Aeries Software, Inc. does not allow outside companies to have access to the source code.

Adoption of this Resolution will allow the District to purchase system maintenance and support products from Aeries Software, Inc. (DBA Eagle Software) without a competitive bidding process as this process would yield no financial advantage to the District.

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

***Contact: 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. 1617-83, Authorization of Aeries Software, Inc. (DBA Eagle Software) as a Sole Source for System Maintenance and Support Services for the Aeries Student Information System.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1617-83**

**AUTHORIZATION OF AERIES SOFTWARE, INC. (DBA EAGLE SOFTWARE) AS  
A SOLE SOURCE FOR SYSTEM MAINTENANCE AND SUPPORT SERVICES FOR  
THE AERIES STUDENT INFORMATION SYSTEM**

*WHEREAS*, on this 24<sup>th</sup> day of May, 2017, the Capistrano Unified School District (District) desires to purchase system maintenance and support products; and

*WHEREAS*, the District has determined that the AERIES Student Information System currently owned by the District meets the requirements, specifications, and features needed by the District; and

*WHEREAS*, the District has determined that Aeries Software, Inc. (DBA Eagle Software), is the sole source of system maintenance and product support for the AERIES Student Information System needed by the District; and

*WHEREAS*, Public Contract Code section 3400 permits public entities to make an exception to the public bidding requirement when necessary products, hardware, equipment, software and accessories, are only available from one source; and

*WHEREAS*, the District has determined that it would be unavailing and no advantage would result if it were to engage in the public bidding process for the purchase of system maintenance and product support for the AERIES Student Information System when the District has researched and concluded that no other sources for such products are available that meet the District's specifications.

*NOW, THEREFORE, BE IT RESOLVED*, that the above recitals are true and correct.

*BE IT FURTHER RESOLVED*, that the District hereby waives competitive bidding requirements to allow for the purchase of system maintenance and product support for the AERIES Student Information System directly from Aeries Software, Inc. (DBA Eagle Software), because public bidding would be unavailing and offer no advantage.

*BE IT FURTHER RESOLVED*, that the Board of Trustees hereby authorizes the Superintendent and the Deputy Superintendent, Business and Support Services, or their designee, to take such action and execute such agreements and documentation necessary to effect the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District, of Orange County, California, this 24th day of May, 2017, by the following vote:

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 24<sup>th</sup> day of May, 2017, by a roll call vote.

---

Patricia Holloway  
Clerk of the Board of Trustees

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Kirsten M. Vital  
Secretary of the Board of Trustees

**23. REQUEST TO WAIVE THE PENALTY FOR CLASS SIZE INCREASES IN FIRST THROUGH THIRD GRADES:**

Education Code § 41376 requires school districts maintain in first through third grades an average class size of 30 or less and no single class with an enrollment in excess of 32 students. The District closely monitors class sizes to maintain classes within the limits prescribed by Education Code.

As of the Second Principal Apportionment, the Districtwide enrollment average for grades one through three is 29.4, which is below the state required average of 30 students. However, one combination class containing third and fourth grade students at Del Obispo Elementary School had an average enrollment of 33 students, which is one student over the individual class maximum. This has been determined to be correctable under the waiver process of the state according to the provisions of Education Code § 41382. A waiver is being requested for fiscal year 2016-2017 with a new individual class size maximum of 33 while still maintaining the statutory Districtwide average of 30 students for grades one through three. Without this waiver the District would incur a penalty of \$1,100,000 for having one extra student in a class:

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Request to Waive the Penalty for Class Size Increases in First through Third Grades.

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

[Logoff](#)

## Waiver Request System

### Submission

#### Instructions:

- Fields marked with an asterisk (\*) are required.
- The format for all dates is mm/dd/yyyy.
- Use the 'Attachments' section below to attach all supporting documents if required.
- Make sure all information is accurate before selecting submit. You will not be able to edit this waiver once you have submitted the form.
- DO NOT at any time hit the back button. You will lose all your information.
- Use brackets [ ] for putting Education Code section to be waived. See FAQ for details.
- Do not use abbreviations for bargaining units.
- Refer to the FAQ for general questions.
- The waiver request page is time sensitive. You must be able to complete the waiver request within two hours. Failure to complete and submit the waiver request in the two hours will result in the loss of all previously entered information.

#### District Information

\*County:

\*District:

\*Address:

\*City:

\*State:

\*Zip code:

Fax:

#### Waiver Information

\*Period of request start date:

\*Period of request end date:

\*Is this waiver a renewal? ☒ No ☐ Yes

\*Waiver topic:

\*Ed Code title:

\*Ed Code section:

\*Ed Code authority:

\*Education Code or California Code of Regulations (CCR) section to be Waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use [ ] to strike out).

Authority for the waiver is 41382  
 EC 41376 (a)(c) and (d) The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district: (a) For grades 1 to 3, inclusive, he shall

\*Student population

\*Located in a(n)  city

\*Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional documents using the 'Attachments' section below.

School sites are instructed to keep class sizes in grades 1-3 at or below 32. At one site a 33rd child was inadvertently enrolled in a 3rd/4th combination class. Even though class sizes are monitored for all 335 1st through 3rd grades classes this class was overlooked until it was too late to resolve the issue.

Additional checks and balances have been implemented to prevent this from happening again. No other classes were out of compliance and the District meets all other Education Code and LCFF class size requirements.

\*For grades 1-3, what is the individual class size average requested by the district?

\*For grades 1-3, what is the overall class size average levels requested by the district?

\*Has the principal recommended to the governing board or has the governing board of the school district adopted a resolution determining that an exemption should be granted from any of the provisions of Section 41376 and 41378 with respect to such core classes on the basis that such provisions prevent the school and school district from developing more effective education programs to improve instruction in reading and mathematics? (Required see EC 41382) A potential penalty could be incurred by the district without this waiver.

\*What is your estimated potential annual penalty?

## Approvals/Review

\*Local board approval date:

## Bargaining Unit

If the specific waiver you are submitting requires bargaining unit participation select yes and fill out the information. If it does not require bargaining unit participation, select no.

\*Does the district have any employee bargaining units? ☐ No ☒ Yes

## Attachments

\*Is this waiver associated with an apportionment related audit penalty? (per EC 41344) ☒ No ☐ Yes

\*Has there been a Categorical Program Monitoring (CPM) finding on this issue? ☒ No ☐ Yes

If needed, upload additional file(s) here (must be Word, Excel, or PDF format)

No file chosen

## Contact Information

\*Title:  ▼

\*First name:

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\*Last name:

\*Position:

\*E-mail:

\*Area code:

\*Telephone:

Extension:

☒ I hereby certify that I have gone through my authorizing school district and or Special Education Local Plan Area (SELPA), that I am the superintendent or the superintendent's designee and that the information provided on this application is true and correct.

[Menu](#)

[Questions: Waiver Office | 916-319-0824](#)

California Department of Education  
1430 N Street  
Sacramento, CA 95814

[Web Policy](#)



**24. DISTRICTWIDE FACILITIES CONDITION ASSESSMENT SERVICES PROPOSAL:**

Kitchell completed a site facilities condition assessment of Ambuehl Elementary School. Staff is working with school stakeholders to evaluate project priorities within existing funding available for the school. Staff will share with Trustees the Ambuehl Elementary School assessment and the process for stakeholder engagement and input. Staff will present a Power Point presentation and a Districtwide Facilities Condition Assessment proposal from Kitchell for Board consideration to provide Professional Services to assess Districtwide facilities conditions and report findings for facilities improvement. Assessment services are estimated to be \$599,775 funded by deferred maintenance.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Districtwide Facilities Condition Assessment Services Proposal.

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

# Districtwide Facilities Condition Assessment



# Purpose and Outcome

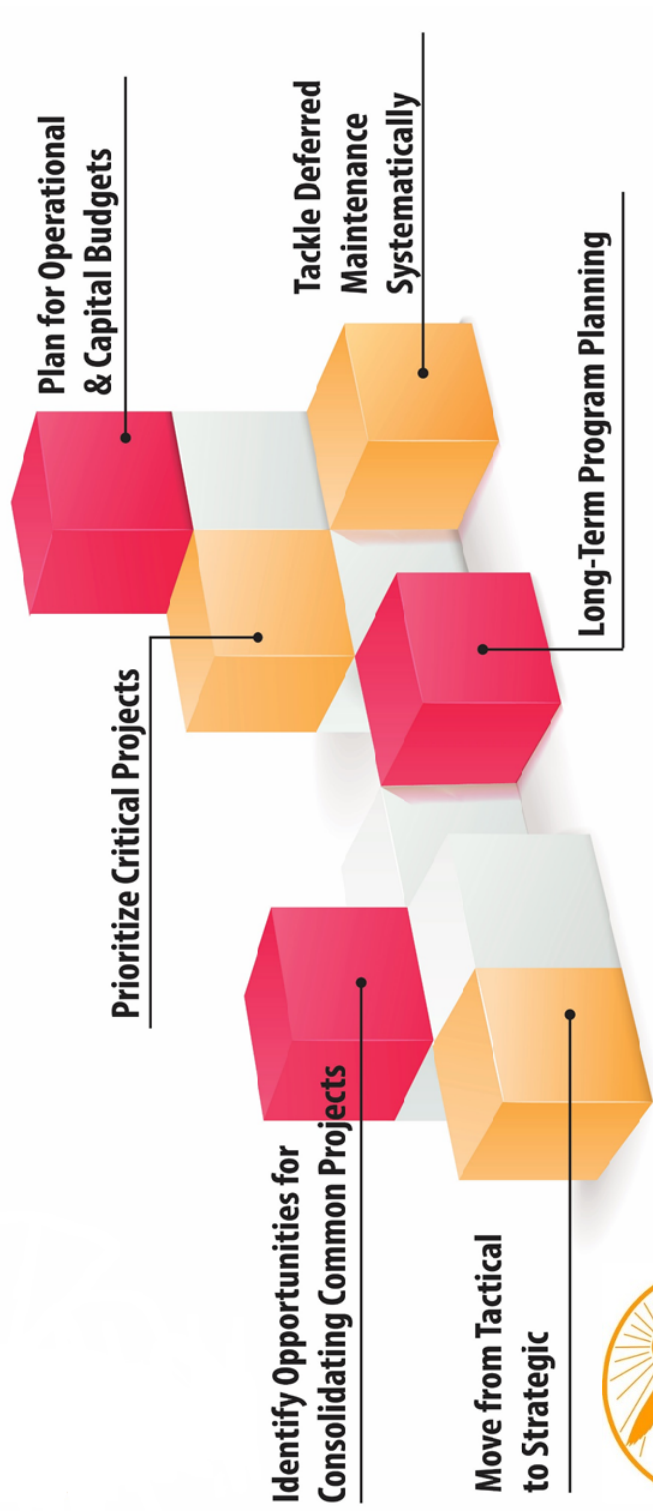
- **Definition** - A multi-disciplinary review of the various building systems of a facility or a group of facilities.
- **Purpose** - Provide a benchmark of the performance of the building and prioritize projects for maintenance, repair or renewal.
- **Outcome** - Enable the District to make informed decisions regarding deficiencies, priorities, and long-range funding strategies.



# Why Perform a Facilities Condition Assessment?



# Building Blocks of Facilities Maintenance & Planning



# Facilities Condition Assessment

## What is a Facilities Condition Assessment?

A comprehensive inventory of all the facilities in the District. Conducting a facility condition assessment provides detailed information about all the current building deficiencies.



# Case Study

## Ambuehl Elementary School

### April 19, 2017



# Assessment Prioritized By Category

1. **Immediate (Priority 1):** Conditions in this category require improvement within one year in order to: prevent imminent failure, correct a cited safety hazard, and return a facility to operation.
2. **Critical (Priority 2):** Conditions in this category require replacement and will become Priority 1 within one to two years; intermittent operations, rapid deterioration, potential life safety hazards.
3. **Impending (Priority 3):** Conditions in this category require expected maintenance in order to avoid predictable deterioration, potential downtime, and associated damage or higher costs if deferred further. Items in this category should be addressed in two to three years.
4. **Necessary (Priority 4):** Conditions in this category are in need of improvement, but are not yet critical. They include sensible improvements to existing conditions that are not required for the basic function or usability of the facility. They provide long term maintenance cost reduction. Items in this category should be addressed in three to five years.
5. **Discretionary (Priority 5):** Conditions in this category include cyclical maintenance or physical and cosmetic improvements.





# Facilities Condition Index (FCI)

The Facility Condition Index (FCI) is used in facilities management to provide a benchmark to compare the relative condition of a group of facilities. The FCI is primarily used to support asset management initiatives of federal, state, and local government facilities organizations.



# Facilities Condition Index

## Common Implications of FCI to Asset Portfolios

FCI Grade	Impact to Facilities and Components	Examples of Component Issues	User Complaints and Morale	Maintenance Personnel Impact
<b>Grade A - Good (FCI 0 to 0.04)</b>	Facilities will look clean and functional. Limited and manageable component, and equipment failure may occur.	Repairs and replacement are more of an aesthetic or general nature, such as wall painting, carpet replacement, roof repair, window caulking.	User complaints will be low and manageable. User morale will be positive and evident.	Facilities personnel time will be devoted to regular scheduled maintenance.
<b>Grade B - Fair (FCI 0.05 to 0.10)</b>	Facilities are beginning to show signs of wear. More frequent component and equipment failure will occur.	Repairs and replacement of specific systems, i.e. boiler, window replacements, interior renovations.	User complaints will occur with higher level of frequency. User morale may be affected.	Facilities personnel time may at times be diverted from regular scheduled maintenance.
<b>Grade C - Poor (FCI 0.11 to 0.30)</b>	Facilities will look worn with apparent and increasing deterioration. Frequent component and equipment failure may occur. Occasional building shut down will occur.	Replacement of specific major systems required, such as heating and plumbing systems, complete interior renovations, building envelope restoration. Shut down may affect users (i.e. roof or pipe leakage).	User complaints will be high with increased level of frequency. Concern about negative user morale will be raised and become evident.	Facilities personnel time will likely be diverted from regular scheduled maintenance and forced to “reactive” mode.
<b>Grade D - Critical (FCI over 0.31)</b>	Facilities will look worn with obvious deterioration. Equipment failure occurring frequently. Occasional building shut down will likely occur. Management risk is high. Health and safety issue figure prominently.	Replacement of multiple systems required (i.e. mechanical, electrical, architectural and structural). Building heating system failure. Evacuation of upper floor due to unaddressed roof leakage. Structural issues including envelope replacement.	User complaints will be very high with an unmanageable level of frequency. Lack of maintenance will affect user attitudes and morale.	Facilities personnel will not be able to provide regular scheduled maintenance due to high levels of “reactive” calls.



# Facilities Condition Assessment

Capistrano Unified School District						
Anticipated Capital Renewal, Replacement Cost & Current FCI Levels by Facility						
Department - Facility	Anticipated Capital Renewal	Sq. Ft.	Replacement Cost/Sq. Ft.	Replacement Cost	FCI	Conditioning Rating
Ambuehl Elementary School	\$8,432,518	42,761	\$805.99	\$34,465,065	0.24	Poor
<b>TOTALS</b>	<b>\$8,432,518</b>	<b>42,761</b>		<b>\$34,465,065</b>	<b>0.24</b>	<b>Poor</b>

1. Immediate (Priority 1): \$990,954
2. Critical (Priority 2): \$2,822,094
3. Impending (Priority 3): \$1,081,514
4. Necessary (Priority 4): \$227,877
5. Discretionary (Priority 5): \$4,859,235



# Key Findings

- **General Buildings:** Life safety, ADA, inadequate restroom quantity
- **Mechanical Systems:** Poor condition, end of useful life, rust, corrosion. Two units inoperable
- **Plumbing Systems:** Inoperable water heater, water fountains, calcium build up
- **Electrical Systems:** Switchgear & panels past useful life, lamp replacement difficult, added receptacles required
- **Fire Alarm Systems:** Panel in poor condition
- **Fire Sprinkler Systems:** No fire sprinkler in main building



# Engagement With Stakeholders

- Board of Trustees
- District Administrators
- Site Administrators
- Site PTA
- City of San Juan Capistrano
- Community Members



# Possible Funding Sources

- **Community Facilities District Funds (CFD)**  
**Whispering Hills**
- **State Matching Funds – Prop 51**



# Districtwide Facilities Condition Assessment Recommendation



# Facilities Condition Assessment

## Districtwide Fee Proposal

ELEMENTARY SCHOOLS (34)	Total Square Footage	Assessment Fee
	2,097,725	\$ 320,709.40
MIDDLE SCHOOLS (6)		
	547,555	\$ 77,707.59
HIGH SCHOOLS (7)		
	1,516,164	\$ 171,532.27
CHARTER SCHOOLS (3)		
	129,557	\$ 23,274.99
OTHER (2)		
ATP / BRIDGES	6,920	\$ 2,076.00
ROP	14,915	\$ 4,474.50
	<b>4,312,836</b>	<b>\$ 599,774.75</b>





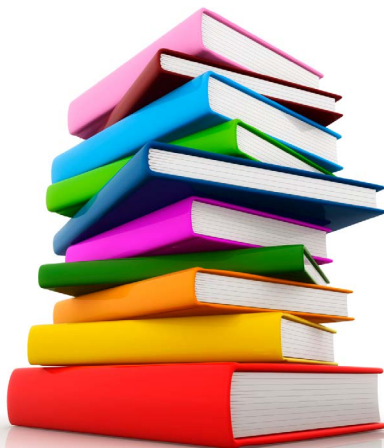
# Questions and Answers

?





# STATEMENT OF QUALIFICATIONS FOR Facilities Condition Assessment Services





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May 2, 2017

Mr. John G. Forney, Chief Facilities Officer  
Capistrano Unified School District  
Facilities Planning/Construction/Maintenance and Operations  
33122 Valle Road  
San Juan Capistrano, CA 92675

**RE: Statement of Qualifications for Facilities Condition Assessment Services**

Dear Mr. Forney and Members of the Selection Committee:

As a strong advocate of K-12 education programs throughout California, Kitchell is committed to supporting your mission of providing outstanding educational services within Capistrano Unified School District. Kitchell is uniquely qualified to provide the services you seek and we are excited for the opportunity to provide our statement of qualifications to the District to support your **Facilities Condition Assessment Services project**. Kitchell will bring the following benefits to your District:

**WE HAVE THE RIGHT TEAM** | We have assembled a highly qualified and experienced team for this project with team members that have strong California education experience. **Our team is led by Project Manager Heather Brown with over 19 years of project/design management experience, including over 12 years of managing/conducting K-12 facility condition assessments.**

**WE HAVE THE EXPERIENCE** | Founded in 1950, Kitchell brings over 66 years of experience in providing strategic recommendations to public agencies. We have completed more than **\$4.8 billion in education** construction and managed more than **\$43 billion in public works projects**. As a total building solutions provider, our services for the education sector encompass more than 65 education clients. In addition, Kitchell has provided facility assessments for over twenty years and have completed similar services on **over 230 million square feet of public space** in that time. As a result we have a proven methodology that is easily adapted based on your specific needs. We have provided similar services for Atascadero Unified School District, Fremont Union High School District, MiraCosta Community College District, for the Counties of San Diego and Monterey, for the Cities of San Diego, Berkeley, Brisbane, Davis, and Stockton, and for numerous state agencies.

**WE HAVE THE RIGHT APPROACH** | Our approach is designed to foster a collaborative team environment with clear accountability established. It will be flexible in its application to meet the District's specific needs and expectations. We have provided a comprehensive team built on our knowledge of educational facilities. As a result of our proven methodology, our clients benefit from our very competitive fee structure and have also been very successful in obtaining the necessary funding to improve their facilities. In addition, the thoroughness of our assessments assist clients like Atascadero Unified School District in gaining public approval for bond measures.

In the following pages you will find more information about our firm, our project experience, our key personnel and team, and our approach to your unique project. We begin every project with results in mind. Results that will incorporate our knowledge and understanding of your facility, your maintenance and operations team, and the challenges and opportunities discovered together. Our goal is to provide a quality report and a user-friendly database that will serve as the District's "road map" for ongoing facility upkeep and maintenance programs that guarantee an efficient use of funds.

We thank you for your consideration and look forward to presenting our qualifications and approach in person.

Sincerely,

Wendy Cohen, CCM  
Vice President, Kitchell

Heather Brown, PE, LEED AP, CPM  
Principal-in-Charge

EXHIBIT 24

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Kitchell was established in 1950 with the purpose of providing construction management and general contracting services in the Western United States. As the construction industry grew, Kitchell recognized the need for improved, flexible methods for meeting construction challenges. The firm’s innovations in management and its reliability in delivering projects on time and within—or under—budget soon earned us a reputation for superior performance. Kitchell has completed over **\$43 billion in public works construction representing more than 2,400 public sector projects**, over 1,200 of which have been in California. These projects include courts, municipal office facilities, parking structures, K–12 schools and higher education facilities, civic centers, detention and criminal justice, healthcare, sport complexes, police and fire stations, and performing arts centers.

In the A/E/C industry, Kitchell is known primarily as a construction management firm, but unlike most CM firms we have a full in-house Engineering and Architectural Services Department comprised of licensed architects and engineers, as well as qualified and experienced quality control specialists, estimators, schedulers, mission critical facility experts, commissioning professionals, BIM technicians, facilities maintenance personnel and other specialized consultants needed to professionally and successfully address your needs for the project. This group of highly experience and licensed professionals knows the unique demands placed on facility owners and operators. Our team has developed a focus on servicing building owners with significant portfolios. We rely on our deep and diverse expertise in all building types to build relationships and provide value to our clients.

Kitchell has been **providing facility assessments for over twenty years and have completed assessments on over 230 million square feet** in that time. In recent years, we have provided similar services for Atascadero Unified School District, Fremont Union High School District, MiraCosta Community College District; for the Counties of San Diego, Monterey and Solano; for the Cities of San Diego, Berkeley, Brisbane, Davis, and Stockton; and for numerous state agencies.

SERVICES

- ▶ Program & Construction Management
- ▶ Construction Management at Risk
- ▶ Design-build
- ▶ Lease-leaseback
- ▶ Staff Augmentation
- ▶ Multiple Prime
- ▶ Public-private Partnership
- ▶ Program Implementation Planning
- ▶ Project Development
- ▶ State & Local Agency Coordination
- ▶ Estimating & Scheduling
- ▶ Space/Design/Document Standards
- ▶ Development of Contracts & Specifications
- ▶ Bidding/Contractor Selection
- ▶ Claims Avoidance & Analysis
- ▶ A/E Selection
- ▶ Interim Housing/Phasing
- ▶ Facility Management
- ▶ Communications/Public Relations
- ▶ Building Information Modeling (BIM)
- ▶ Development of Contracts & Specifications
- ▶ Electronic Document Management Systems
- ▶ Move Management
- ▶ Quality Assurance & Control
- ▶ Engineering/Architectural Services:
  - Facilities & Needs Assessments
  - Master Planning
  - Architectural Programming
  - Value Engineering
  - Design/Constructability/Code Review
  - Site Evaluation & Planning
  - Building Condition Studies
  - Energy & Life Cycle Analysis
  - FF&E Planning & Procurement
  - Design
  - Fiscal Strategies
  - LEED Documentation & Commissioning
  - Storm Water Pollution Prevention Plan



\* The Kitchell can staff up or down as needed to satisfy the District's schedule.

**WENDY COHEN, ccm**  
Principal-in-Charge

**HEATHER BROWN, PE, LEED AP, CPMP**  
Project Manager

### Assessment Team

**NICHOLAS NGANGA, RA, LEED AP • KEVIN HALLOCK, AIA**  
**BRAD SCHULTZ, AIA, LEED AP • JONATHAN MCKIM, AIA**  
Architectural Assessments

**SERGIO RODRIGUEZ, PE, ASSOC. DBIA, LEED AP BD+C**  
**HENRY SAYARATH, PE, CEM • ANTHONY KWONG, EIT**  
**ANDREW PASCUAL, EIT**  
Mechanical/Plumbing Assessments

**MILUTIN BACKOVICH, PE, DBIA, CPMP**  
**GERALD NEUFFER, PE, LEED AP • ANTHONY LLOYD, EIT**  
Electrical Assessments



### Additional Support Services Team

**RUSSELL A. FOX**  
President

**GORDON ROGERS, AIA, LEED AP BD+C**  
EAS Department Executive

**BRIAN CLARK, CFM, FMP**  
Facility Manager/Deferred Maintenance Specialist

**DANNY VANG, SE**  
**AYMAN MAHMOUD, PE, PMP, LEED AP BD+C, CCP**  
Structural Engineers

**JOHN ARMSTRONG, PMP**  
Scheduling Manager

**SHERINE SMITH**  
Education Specialist

**COURTNEY WARD, LEED AP O+M, CMVP, CEM**  
Energy Engineer

**MATT JOHNSON, PE, QSD/P • SHANE MURPHY**  
**JOSHUA DEY, PE, QSD/P**  
Civil Engineers

**TIM PRECHEL**  
Estimating Manager



## Wendy Cohen, ccm

### Principal-in-Charge

Wendy has 20 years of experience in planning, development and construction in Southern California providing healthcare program and construction management services. Her qualifications have afforded her the opportunity to lead large scale healthcare building programs serving as the executive responsible for all aspects of the project. Wendy is technically adept at all aspects of construction and is also well versed in understanding the complex needs of clients and their governing structure. Wendy is committed to creating and leading high-performance teams that deliver exceptional outcomes.

#### EDUCATION

Civil Engineering Studies,  
California Polytechnic  
University

#### LICENSES & CERTIFICATIONS

Certified Construction Manager  
OSHA 10-Hour  
OSHA 30-Hour

#### Relevant Experience

**Lennox School District, Sound Attenuation Program, Lennox, CA**

**Los Angeles Unified School District, Bond BB, Los Angeles, CA**

**C.L. Smith Elementary School, San Luis Obispo, CA**

**Mira Costa Community College District, Technology Career Institute, Oceanside, CA**

**Mira Costa Community College District, Science Lab, Oceanside, CA**

**County of San Diego Facility Condition Assessment Services, San Diego, CA**



## Heather Brown, PE, LEED AP, CPMP

### Project Manager

Heather is an accomplished mechanical engineer with 18 years of experience in her field. She is highly skilled in collaborating with architectural and engineering team members, as well as interfacing effectively with both public and private sector clients. Her professional qualifications include mechanical and plumbing design, assessing and renovating both HVAC and plumbing systems, preparing calculations, code and access compliance, constructability reviews, life cycle studies, value engineering, energy studies, specifications development, facility and needs assessments, master planning and construction inspections.

#### EDUCATION

MBA, Finance, California State  
University, Sacramento  
BS, Mechanical Engineering,  
University of Portland

#### LICENSES & CERTIFICATIONS

Mechanical Engineer #M31667,  
CA  
Commissioning Process  
Management Professional  
LEED Accredited Professional

#### Relevant Experience

**San Marcos Unified School District, Facilities Needs Assessment, San Marcos, CA**

**Atascadero Unified School District, Facilities Assessment, Atascadero, CA**

**Fremont Union High School District, Facility Assessments, Cupertino, CA**

**Delano Union School District, Facility Condition Assessments, Delano, CA**

**Selma Unified School District, Facility Assessments, Selma, CA**

**MiraCosta College, Allied Health Building, Oceanside, CA**

**Sierra Joint Community College District, Sierra College Master Plan, Rocklin, CA**



## Nicholas Nganga, RA, LEED AP

### Architectural Assessments

Nicholas brings over 14 years experience in the design, production and construction administration of educational and commercial facilities. He has extensive experience in facilities master planning, programming, coordination of design documents and the approval process of Construction documents. Nicholas is also LEED Accredited Design professional, dedicated to implementing sustainable design solutions on all projects.

#### EDUCATION

B. Arch., University of Oklahoma

#### LICENSES & CERTIFICATIONS

Architect #C30753, CA

LEED Accredited Professional

#### Relevant Experience

**San Francisco Unified School District, 2011 Bond Program, San Francisco, CA**

**City of Davis, Building and Parks Facilities Assessment, Davis, CA**

**County of Monterey, Facility Condition Assessments, Monterey County, CA**

**Solano County, As-Needed Professional and Ancillary Services, Fairfield, CA**

**Sacramento County, Master Plan Update, Sacramento, CA**

**Marin Municipal Water District, Assessment and Maintenance Analysis, San Rafael, CA**

**California Department of General Services, CDFA Annex Office Building, Sacramento, CA**



## Kevin Hallock, AIA

### Architectural Assessments

Kevin has over 15 years of industry experience working on various projects including hospitality, housing, healthcare, schools and churches. He has excellent communication skills, working both with his design team and the client to meet goals and ensure projects are completed on time. Kevin's wide range of experience includes managing design and production teams, working with clients to be sure their goals are understood and accomplished and working with city agencies to ensure projects meet the local planning vision and serve the community. He has served on various boards and is active with local non-profit organizations.

#### EDUCATION

B. Arch., University of Arizona

#### LICENSES & CERTIFICATIONS

Architect #C33444, CA

#### Relevant Experience

**Solano County As-Needed Professional and Ancillary Services, Fairfield, CA**

**Sacramento County, Master Plan Update, Sacramento, CA**

**Google Headquarters, Facility Assessments, Mountain View, CA**

**Monterey County, San Lucas Library, San Lucas, CA**

**City of Rough and Ready Fire Department, Volunteer Fire Facility, Rough and Ready, CA**

**Tenure Medical Group, Medical Offices, Roseville, CA**





## Brad Schultz, AIA, LEED AP

### Architectural Assessments

Brad has over 25 years of professional experience in design, production, management and construction administration, and has spent the last half of his career specializing in justice facilities. Brad understands the unique program for justice facilities and requirements for security and facility operations, detainee safety and building codes for occupant safety. He considers himself as an effective project architect and manager with excellent leadership skills, and brings an analytical and creative approach in problem solving for a unique response to the client's needs and budget.

#### EDUCATION

BA, Architecture, Carleton University,  
Ottawa, Ontario, Canada

Honors Diploma Architectural Technology, Northern Alberta Institute of Technology, Canada

#### LICENSES & CERTIFICATIONS

Architect #C35632, CA

LEED Accredited Professional

#### Relevant Experience

**City of Berkeley, Inspection and Assessment of City-Owned Facilities, Berkeley, CA**

**City of Davis, Building and Parks Facilities Assessment, Davis, CA**

**County of Monterey, Facility Condition Assessments, Monterey County, CA**

**County of San Diego, Facility Condition Assessment Services, San Diego, CA**

**County of Sacramento, County-Wide Master Plan, Sacramento, CA**

**Placer County, Finance Administration Building Assessment, Auburn, CA**



## Jonathan McKim, AIA

### Architectural Assessments

Jonathan brings nearly 15 years of experience in the design, construction documentation coordination, and construction administration & close-out of educational, commercial facilities, military, and residential design. He has extensive experience in the design and programming of K-12 facilities, coordination of consultants during the Construction Documents phase, and has been responsible for the Construction Administration phase of multiple new K-12 schools ranging from 8,000 square feet classroom additions to a new 250,000 square feet, \$70,000,000 high school.

#### EDUCATION

B. Arch., Temple University,  
Philadelphia

#### LICENSES & CERTIFICATIONS

Architect #C36089, CA

NCARB

#### Relevant Experience

**Capistrano Unified School District, Facilities Assessment, San Juan Capistrano, CA**

**Natomas Unified School District, Natomas High School Classroom Buildings Renovation and Repurpose, Natomas, CA**

**Natomas Unified School District, Natomas High School Site Accessibility Improvements and Repairs, Natomas, CA**

**County of Monterey, Security Assessments, Monterey County, CA**

**Florence Unified School District, Circle Cross Ranch Elementary School, Phases II & III, Florence, AZ**



## Sergio Rodriguez, PE, ASSOC. DBIA, LEED AP BD+C, Mechanical/Plumbing Assessments

Sergio has 15 years of experience in MEP project management and consulting services for a variety of clients, including education, retail, industrial, residential and commercial. Sergio has consulted with project owners to define mechanical system parameters, designed MEP and fire protection systems, performed field investigations and consulted on LEED requirements.

### Relevant Experience

San Marcos Unified School District, Facilities Needs Assessment, San Marcos, CA

San Bernardino City Unified School District, Group C & D High Schools, San Bernardino, CA

MiraCosta College, Allied Health Building Assessment, Oceanside, CA

County of San Diego Facility Condition Assessment Services, San Diego, CA

County of Monterey, Facility Condition Assessments, Monterey County, CA

City of Stockton, Facilities Condition Assessment, Stockton, CA

City of Davis, Building and Parks Facilities Assessment, Davis, CA

#### EDUCATION

BS, Mechanical Engineering,  
University of Texas, El Paso

#### LICENSES & CERTIFICATIONS

Mechanical Engineer #M35271,  
CA

LEED Accredited Professional  
Building Design + Construction



## Henry Sayarath, PE, CEM Mechanical/Plumbing Assessments

Mr. Sayarath has 8 years of experience in mechanical design specializing in education facilities. Henry has gained facilities management experience as an energy engineer for UCLA - Design, Project Management, and Operations. Campus central plant experience range from K-12, Community Colleges, and University.

### Relevant Experience

Palm Springs Unified School District, Energy Efficiency Audits, Palm Springs, CA

Cypress Community College, Cogeneration Plan Commissioning, Cypress, CA

University of California Los Angeles, Energy Conservation Projects, Los Angeles, CA

University of California Los Angeles, Cathodic Protection, Los Angeles, CA

University of California Los Angeles, Campus Utility Metering, Los Angeles, CA

City of Davis, Building and Parks Facilities Assessment, Davis, CA

City of Walnut Creek, HVAC Assessment Services, Walnut Creek, CA

Google Headquarters, Facility Assessments, Mountain View, CA

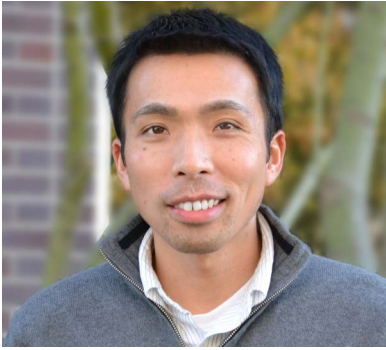
#### EDUCATION

BS, Mechanical Engineering,  
California Polytechnic  
University, Pomona

#### LICENSES & CERTIFICATIONS

Mechanical Engineer #M36101,  
CA

AEE Certified Energy Manager



## Anthony Kwong, EIT

### Mechanical/Plumbing Assessments

Anthony has 11 years of experience in the construction industry, primarily assisting professional engineers with HVAC design and plumbing layouts for both residential and nonresidential buildings. His additional experience includes assisting clients by ensuring that buildings meet current California energy standards by creating Title 24 energy reports for both residential and nonresidential buildings. Anthony is proficient in the use of Microsoft Word, Microsoft Excel, EnergyPro, Micropas, AutoCAD and Autodesk Revit.

#### EDUCATION

BS, Mechanical Engineering,  
California State University,  
Sacramento

#### LICENSES & CERTIFICATIONS

Engineer-in-Training, CA

#### Relevant Experience

**San Marcos Unified School District, Facilities Needs Assessment, San Marcos, CA**

**County of Monterey, Facility Condition Assessments, Monterey County, CA**

**County of San Diego Facility Condition Assessment Services, San Diego, CA**

**City of Davis, Building and Parks Facilities Assessment, Davis, CA**

**City of Brisbane, Facility Condition Assessments, Brisbane, CA**

**City of Walnut Creek, HVAC Assessment Services, Walnut Creek, CA**



## Andrew Pascual, EIT

### Mechanical/Plumbing Assessments

Andrew has 2 years of experience in the construction industry, primarily assisting professional engineers with HVAC design and plumbing layouts for a variety of nonresidential building types. His additional experience includes the design of digital laboratory instruments used to measure and analyze system properties. Andrew is proficient in the use of Microsoft Word, Microsoft Excel, EnergyPro, AutoCAD, Autodesk Revit, SolidWorks and Inventor.

#### EDUCATION

BS, Mechanical Engineering,  
University of California, Davis

#### LICENSES & CERTIFICATIONS

Engineer-in-Training, CA

#### Relevant Experience

**San Marcos Unified School District, Facilities Needs Assessment, San Marcos, CA**

**County of San Diego, Facility Condition Assessment Services, San Diego, CA**

**County of Monterey, Facility Condition Assessments, Monterey County, CA**

**City of Brisbane, Facility Condition Assessments, Brisbane, CA**

**City of Stockton, Facilities Condition Assessment, Stockton, CA**

**City of Davis, Building and Parks Facilities Assessment, Davis, CA**

**City of Walnut Creek, HVAC Assessment Services, Walnut Creek, CA**



# Milutin Backovich, PE, DBIA, CPM

## Electrical Assessments

With over 25 years of experience in the construction industry, Milutin's experience includes the design of electrical power and lighting systems, signal and communication systems, design reviews, project management, scheduling and cost estimating. His professional qualifications include performing design review of more than \$1 billion in public sector facilities. Milutin has also assisted in the establishment of schedule milestones and recovery schedules.

### EDUCATION

BS, Electrical & Electronic Engineering, California State University, Sacramento

Title 24 Lighting & Energy Analysis

### LICENSES & CERTIFICATIONS

Electrical Engineer #E13335, CA  
Design-Build Professional

### Relevant Experience

Colton Joint Unified School District, Lighting Project, Colton, CA

Selma Unified School District, Facility Assessments, Selma, CA

Delano Union School District, Facility Condition Assessments, Delano, CA

Oakdale Joint Unified School District, Facilities Assessment, Oakdale, CA

Sacramento City Unified School District Comprehensive Facilities Assessment, Sacramento, CA

San Mateo Union School District, ADA Transition Plan, San Mateo, CA

County of San Diego, Facility Condition Assessment Services, San Diego, CA



# Gerald Neuffer, PE, LEED AP

## Electrical Assessments

Gerald has worked exclusively in the field of private electrical consulting for over 25 years. During this time, he has designed electrical systems for a wide range of retail, residential, military, healthcare, and educational facilities. He has worked as an electrical department manager and lead/mentored a team of electrical engineers and designers. His many licenses have allowed him to work, review, and seal hundreds of projects across the United States.

### EDUCATION

BS, Electrical Engineering, University of the Pacific, Stockton

### LICENSES & CERTIFICATIONS

Electrical Engineer #E14881, CA  
LEED Accredited Professional  
Operation + Maintenance

### Relevant Experience

San Marcos Unified School District, Facilities Needs Assessment, San Marcos, CA

Atascadero Unified School District, Facilities Assessment, Atascadero, CA

Fremont Union High School District, Facility Assessments, Cupertino, CA

Pima Community College District, Facility Condition Analysis, Tucson, CA

County of San Diego, Facility Condition Assessment Services, San Diego, CA

Solano County As-Needed Professional and Ancillary Services, Fairfield, CA

Kern County, Kern Medical Center Facility Condition Assessment, Bakersfield, CA

City of Davis, Building and Parks Facilities Assessment, Davis, CA





# Anthony Lloyd, EIT

## Electrical Assessments

Anthony brings 2 years of experience in electrical design and engineering. His project experience includes electrical power distribution design and construction support, electrical and electronic systems infrastructure studies and facility assessments. Since taking a position with Kitchell, Anthony's work has been focused on the public sector.

### Relevant Experience

**San Marcos Unified School District, Facilities Needs Assessment, San Marcos, CA**

**Colton Joint Unified School District, Lighting Project, Colton, CA**

**Santa Ana Unified School District, Solar PV Systems, Santa Ana, CA**

**County of Monterey, Facility Condition Assessments, Monterey County, CA**

**County of San Diego Facility Condition Assessment Services, San Diego, CA**

**Solano County, Rio Vista Veterans Memorial Hall Improvement Project, Rio Vista, CA**

**City of Davis, Building and Parks Facilities Assessment, Davis, CA**

#### EDUCATION

BS, Electrical Engineering,  
California State Polytechnic  
University

#### LICENSES & CERTIFICATIONS

Engineer-in-Training, CA



# San Marcos Unified School District, Facilities Needs Assessment

SAN MARCOS, CA

Kitchell conducted a facilities needs assessment for this District that serves approximately 20,000 students at 20 campuses. The purpose of the facilities needs assessment is to obtain complete building and property evaluations, corrective maintenance recommendations, and budget estimates for the corrective work for each campus. The District will use this report as a basis for developing a strategy to implement necessary repairs, alterations and improvements over the next 10 years.

Kitchell conducted a complete and thorough visual, non-intrusive assessment of the buildings, components, and site/grounds. The building components assessed were roofing, exterior finishes, interior finishes, substructure elements, elevator systems, plumbing systems, HVAC systems and electrical systems. We reviewed buildings for conformance with fire-life safety regulations and identified suspected hazardous materials for further analysis. For the site/grounds we assessed parking lots, pavements, striping, curbs, gutters and sidewalks; grading and drainage, landscaping, retaining walls, perimeter fences and gates; and recreational facilities and play fields. We also evaluated both safety and security systems at each campus. We developed a cost estimate for each identified item requiring repairs and remediation and assigned a prioritization category that was defined by the District. We submitted a pilot report of one school for the District's review and comment. Upon receipt of their review comments, Kitchell implemented their recommendations and issued a facilities needs assessment report that encompassed all assessed schools.

## CLIENT REFERENCE

Tova Kay Corman, MA  
San Marcos Unified School District  
tel. 760.290.2650  
tova.corman@smusd.org

## PROJECT TYPE

Modernization

## PROJECT DATES

November 2016 - Ongoing



# Atascadero Unified School District, Measure I-10 and B-14 Bond

ATASCADERO, CA

Kitchell provided program management services for the 121.4 million bond program that provides the expansion of vocational education programs and facilities, computer and technology upgrades, and construction of a new science, technology, engineering and math facility at the high school and a new administration/classroom building at the middle school. Services under this program include on-site program management, development of program implementation plan, and assistance with alternative funding sources, communication and move coordination for the district’s projects, facilities conditions assessment, project scoping and prioritization, master budgeting, master scheduling, funding plan, communications plan, educational specifications, district standards, move management, and interim housing plan.

The bond program was approved based upon findings presented to the district following a facility assessment of 10 schools (totaling over 508,000 SF) performed by Kitchell in 2012. Kitchell assessed the condition of the 166 buildings and identified issues/deficiencies related to access compliance, health and safety, and general facility maintenance that would be required over a 25-year period. A cost estimate was also provided to assist the district with budgetary allocations.

## CLIENT REFERENCE

Stu Stoddard  
Atascadero Unified School District  
tel. 805.462.4243  
stustoddard@atusd.org

## PROJECT TYPE

Modernization

## PROJECT DATES

December 2011 - Ongoing (*varies by project*)





# Fremont Union High School District, Facility Assessments

CUPERTINO, CA

Kitchell provided facility assessment services for five high school campuses as well as for the District’s office. Working closely with District staff, Kitchell reviewed and confirmed previous facilities modernization program status in order to identify those areas of the District which had been recently upgraded or modernized versus those which had not.

For those areas not recently upgraded or modernized, Kitchell provided full and detailed assessments including building or system overall condition, system capacities, code compliance and useful remaining life; provided recommendations for needed repairs or replacement as well as recommendations for performance, functional or aesthetic improvements along with estimated costs.

For those areas which had been recently upgraded or modernized, we provided a summary review to confirm that the area was in good condition, noting any exceptions; provided recommendations for performance, functional or aesthetic improvements along with estimated costs.

## CLIENT REFERENCE

Sharon Serrano  
 Coordinator of Facilities Modernization  
 Fremont Union High School District  
 tel. 408.522.2203  
[sharon\\_serrano@fuhdsd.org](mailto:sharon_serrano@fuhdsd.org)

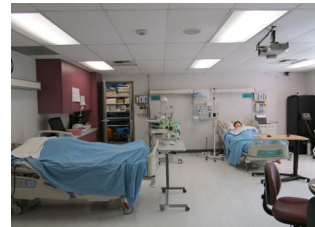
## PROJECT TYPE

Modernization

## PROJECT DATES

September 2008 - January 2010





## MiraCosta Community College District, PM Services

OCEANSIDE, CA

Kitchell provided full program management services for a five-year, \$35.9 million implementation plan to address district facility needs including providing safe and secure facilities, improving poor functional conditions, addressing inadequate physical conditions, and the need to modernize and expand facilities to account for enrollment and personnel growth and to provide adequate space for required functions. Relevant projects include:

- ▶ **MiraCosta College Allied Health Building/Facility Assessment:** A comprehensive building assessment and life safety seismic evaluation of this 3,900 SF building built in the 1970's. The purpose of this assessment was to review the building's infrastructure, condition, and to identify all items needing immediate corrective action and those required to keep the building fully functional for the next five years.
- ▶ **District-Wide Energy Analysis:** Engineering & energy consulting services for the development of a life cycle cost analysis to assist the district in developing their Capital Improvement & Master Plan Projects. The scope of work consisted of providing an analysis of the replacement cost, construction cost, energy consumption, utility services, and maintenance & operational cost for 83 buildings ranging from concert halls to student unions and central plants.

### CLIENT REFERENCE

Tom Macias, Director of Facilities  
MiraCosta Community College District  
tel. 760.795.6691  
tmacias@miracosta.edu

### PROJECT TYPE

Varies by Project

### PROJECT DATES

November 2015 - Ongoing (*varies by project*)



# County of San Diego, Facility Condition Assessment Services

## SAN DIEGO COUNTY, CA

Kitchell performed a facility condition assessment of 600 County facilities (approximately 6,528,000 SF total), including sheriff and detention; justice; health; libraries; office/ administration and parking garages, over a three-year initial contract period. Kitchell assessed the condition of the roofing, exteriors (including fenestration), interiors (walls, doors, flooring, finishes and painting), mechanical systems, electrical supply & distribution systems, plumbing supply & waste systems, fire & life safety protection systems, specialty equipment (kitchen, laundry, etc.), site utilities, and site improvements (grounds, paving systems, drainage, & landscape irrigation). Each deficiency was assigned a unit cost and quantity in addition to a priority for repair. A pilot report was delivered for review and then each subsequent lot of reports incorporated lessons learned. The final report included life-cycle-cost analysis of major modernization projects, a facility condition index for each building and a capital improvement budget for maintenance and operations over a five-year period.

The assessment data was then imported into the County’s Computerized Asset Management System.

### CLIENT REFERENCE

Elyce Shorb, Capital  
Planning Project Manager  
County of San Diego  
tel. 858.694.2093  
elyce.shorb@sdcounty.ca.gov

### PROJECT TYPE

Facilities Assessment

### PROJECT DATES

April 2013 - Ongoing

# Facility Assessment Scope of Work

This project will involve a carefully coordinated effort to provide a logical foundation for planning, funding and implementing regular and periodic repair and/or replacement of building systems and components for the identified facilities. Kitchell has extensive experience in completing complex projects for multiple building programs. Specific tasks are itemized below showing the typical process we follow. The District should be aware that while the structure of our overall approach is typical for condition assessment projects, we will be flexible in its application to meet the District's specific needs and expectations. Our approach for the project is as follows:

## Goals

To develop a truly coherent and tactically oriented facility condition assessment will require a coordinated effort between Kitchell and the facility asset stakeholder team. Our Project Manager will pull the team together and provide a quality report and coordinate data integration into your work order system (SchoolDude). We propose the following methodology to accomplish your goals.

## Work Plan

This project will involve a carefully coordinated effort to meet the significant level of investigation and analysis required by the asset owner. Kitchell has extensive experience in completing complex projects for multiple building programs. Specific tasks are itemized below showing the time-tested and proven process we follow. Meetings and deliverables are highlighted. Our assessment can be broken down into four major steps.

### Step 1: Project Initiation

#### Deliverables:

- ▶ Meeting minutes including goals and objectives, long-range funding strategies and prioritization categories
- ▶ Building survey schedule
- ▶ Project schedule
- ▶ Determine the format and integration with SchoolDude database

We will meet with the District to ensure everyone is clear on the goals, communication protocols are established, work activities are reviewed and confirmed, schedule milestones are reviewed and confirmed and desired outcomes are established. We will request and review available documentation of the facilities to be assessed. This documentation will establish baseline information for planning our work - a point of beginning – and will include:

- ▶ As-builts drawings of the buildings and systems
- ▶ Existing Facility Condition Assessments (FCAs)
- ▶ Maintenance history, including any infrastructure, facility and equipment problems
- ▶ Other related studies and reports that have been produced for the facilities

We will review regulatory requirements with the District in addition to any long range funding strategies and the prioritization categories. We need to understand the District's long-range funding strategies and prioritization categories, so as we develop our report we can ensure we are prioritizing each deficiency accurately.



Once all of the available data from the District has been received, we will review the provided information to identify the previous work done on each building and on the sites. We will review the past maintenance history to understand the parameters that already exist for size and quantities of building and site systems. We will develop a detailed schedule for site visits to each facility - developing efficient routes so we can minimize interruptions to your staff; and develop the format of the report.

We will facilitate a project kick-off meeting with Kitchell, the District and all Team Members. During this meeting we need to clearly understand the following:

- |   |  |   |
|---|--|---|
| ▶ Goals and objectives  | ▶ Roles and responsibilities                                       | ▶ Review long-range funding and prioritization categories |
| ▶ Scope, overall schedule and deliverables                                    | ▶ Review completeness of data provided                             | ▶ Review security protocols                               |
| ▶ Future facility modifications including potential additions and/or upgrades | ▶ Review of buildings: age, general condition, maintenance history | ▶ Review the report's format                              |

We want to ensure that together we tailor the project to efficiently deliver those services that provide the highest value to you, while conforming to your budget.

## Step 2: Facility Evaluation

### Deliverables:

- ▶ Weekly trip reports consisting of any fire/life/health safety issues

To develop an easily understandable and tactically oriented facility condition assessment will require a coordinated effort between our team, the District and the facilities. Heather Brown, our Project Manager, will organize the field evaluation teams, provide quality reports and coordinate data integration into the District's work order system. Once all existing data is reviewed and evaluated during the project kick-off meeting, we propose the following methodology to complete the facility evaluation portion of the work. We propose to organize the Facility Evaluation Team into multiple assessment groups each composed of an architect, mechanical engineer, and electrical engineer – each a facility assessment expert. These teams will only assess facilities that are owned by the District. In order to insure continuity of data being collected, the groups will hold an internal kick-off meeting and conduct internal daily update calls as the field evaluation work is progressing. The groups will be led by our Field Evaluation Team leaders who are supported by our Field Evaluation Team Logistics and Administrative staff. Specialty resources (e.g. structural and civil engineers) will be added from our Support Team to provide specific expertise and knowledge that may be required for each facility or building element. Prior to our field survey, we will coordinate our arrival schedule with the District. Upon arrival, we will first take time to interview building maintenance personnel, preferably individuals knowledgeable of the major systems maintenance history, current issues and known deficiencies. We will require maintenance staff to escort our field evaluation team (or be available) throughout our assessment. We find site maintenance individuals have a wealth of knowledge that can assist in the development of the assessment report. They should also have access to all mechanical and electrical rooms, roofs, central plants and other secured areas.

We will follow the non-destructive visual observation procedures (as codified in ASTM E2018-15) to conduct our field inventory. Our survey

will be conducted during normal business hours. Our team is courteous and professional, and we anticipate they will be wearing District provided badges/identification to identify them as part of the assessment team. During the building assessment, we will evaluate the architectural, mechanical, electrical building and site systems and components defined in the established scope.

In order to accomplish the goal of this project, our Field Evaluation Team will require the use of technology inside each facility. The use of technology within the facility will likely require District support. Our teams will work with the District to honor privacy and security concerns with respect to the use of technology tools inside the facility. We propose to utilize tablet devices to collect assessment data and take photographs

of deficient items, the building and major systems. Within 24 hours of completing our building assessment, we will deliver a Trip Report that will inform the District of any fire, life and health safety issues that need immediate attention.

Over the course of developing our significant facilities assessment experience and by utilizing respected industry and regulatory resources such as Whitestone Research, US DOJ, ASCE, IFMA and ASHRAE, we have developed comprehensive checklists for each discipline and building elements that are integrated into our mobile application. These checklists address most every potential deficiency. By developing these comprehensive checklists and training each team member in their use, we will control the continuity and quality of our final Facility Condition Assessment Report.

## Step 3: Evaluation & Findings



Data gathered from the field teams will be organized into a thorough Facility Assessment Database with photographs of each item. This Database will be a user-friendly tool that details the condition of each building, and notes system and component deficiencies. Each deficiency will have a recommendation for correction and an associated cost so the District can assess and prioritize each need. Our philosophy is that the Database should be a living document and serve as the District's master "road map" for ongoing facility upkeep and maintenance program that guarantees an efficient use of funds.

A budget level cost estimate conforming to ASTM Uniformat II Classification for Building Elements (E1557-97; Level 3) will be generated that captures the field team's recommendations for addressing deficiencies. Our estimating staff relies on in-house historical cost data and knowledge of the bidding climate in the various regions within the California market. We utilize our in-house cost database built from over \$5 billion of construction, RS Means, Timberline and Excel software to prepare our cost estimates. We have an excellent track record of forecasting market conditions that impact construction costs, trade labor and material availability, geographic or seasonal considerations and more. Right now in various regions within California, for example, construction booms are creating labor shortages in key trades. By considering all these potential budget impacts, we consistently produce extremely accurate conceptual estimates that translate into completed facilities within established budgets. A Facilities Condition Index (FCI) and project priorities will be generated. Using industry best practices, and taking into account your budget cycle, we will prepare a phased estimate and priority-based schedule for the completion of our recommendations.



## Step 4: Reporting

### Deliverables:

- ▶ Pilot Report
- ▶ Final Report

Once we have completed the initial field evaluation, we will develop a pilot report for the District's review and comments. After receiving the District's pilot report review comments, we will make any necessary adjustments and develop our final field evaluation report for the District. If necessary, we will repeat this process again to be sure the District is fully satisfied with the report and findings.

The Facility Evaluation Team will provide a written analysis including a detailed description of each building component and system. The report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. The report will include discussion of current and anticipated repairs, replacements and deficiencies, and applicable options for repair or maintenance of building components. Deficiencies are summarized in a Capital Needs Analysis Table included throughout the report.

A program summary report will be provided to include a roll-up of all prioritized capital needs across all facilities. Reports will reflect a 5-year budget cycle based on the Facility Evaluation Team's building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority. Tables will allow for the customization of reporting and a year-by-year budget needs analysis.

The budget needs analysis will include a cost database sorted by building system and ranked by priority. The format of the database will allow for the customization of reporting by building, by system or by priority, and a year-by-year analysis of budget needs.



# Project Assessment Scope

## B Shell

### 1. B20 Exterior Enclosure

- ▶ B2010 Exterior Walls
- ▶ B2011 Exterior Wall Construction
  - B2011.100 Masonry
  - B2011.200 Stucco
  - B2011.300 EIFS
  - B2011.400 Sheathing
- ▶ B2020 Exterior Windows
  - B2021.100 Wood Windows
  - B2021.200 Steel Windows
  - B2021.300 Aluminum Windows
  - B2021.400 Vinyl Windows
- ▶ B2022 Curtain Walls
- ▶ B2023 Storefronts
- ▶ B2030 Exterior Doors
- ▶ B2031 Glazed Doors and Entrances
- ▶ B2032 Solid Exterior Doors

### 2. B30 Roofing

- ▶ B3011 Roof Finishes
  - B3011.100 Built Up Roof Membrane
  - B3011.200 Modified Bitumen Membrane
  - B3011.300 Single Ply Roofing Membrane
  - B3011.400 Polyurethane Foam Roofing
  - B3011.500 Asphalt Shingle Roof
  - B3011.600 Wood Shingle Roof
  - B3011.700 Concrete Tile Roof
  - B3011.800 Clay Tile Roof
  - B3011.900 Metal Roof

- ▶ B3014 Flashing and Trim
  - B3014.100 Flashing
  - B3014.200 Facia
- ▶ B3016 Gutters and Downspouts

## C Interiors

### 1. C10 Interior Construction

- ▶ C1010 Partitions
- ▶ C1011 Fixed Partitions (Finishes are in C3010)
- ▶ C1012 Demountable Partitions (Finishes are in C3010)
- ▶ C1013 Retractable (Operable) Partitions
- ▶ C1017 Interior Windows and Storefronts
- ▶ C1020 Interior Doors
- ▶ C1021 Interior Doors
- ▶ C1022 Interior Door Frames
- ▶ C1023 Interior Door Hardware
- ▶ C1024 Interior Door Wall/Door Opening Elements
- ▶ C1025 Interior Door Sidelights and Transoms
- ▶ C3010 Wall Finishes
- ▶ C3011 Wall Finishes to Inside Exterior Wall
- ▶ C3012 Wall Finishes to Interior Walls
  - C3012.100 Ceramic Wall Tile
  - C3012.200 Paint
  - C3012.300 Wall covering
- ▶ C3013 Column Finishes
- ▶ C3013.200 Paint
- ▶ C3020 Floor Finishes

- ▶ C3024 Flooring
  - C3024.100 Terrazzo
  - C3024.200 Ceramic Tile
  - C3024.300 Resilient Flooring
- ▶ C3025 Carpeting
- ▶ C3026 Bases, Curbs and Trim C3030 Ceiling Finishes
- ▶ C3031 Ceiling Finishes (Hard Ceilings)

## D Services

### 1. D20 Plumbing

- ▶ D2020 Domestic Water Distribution
- ▶ D2021 Cold Water Distribution
- ▶ D2022 Domestic Hot Water Service
  - D2022.300 Domestic Hot Water Piping
- ▶ D2030 Sanitary Waste
- ▶ D2031 Waste piping
- ▶ D2032 Vent piping
- ▶ D2040 Rain Water Drainage
- ▶ D2041 Piping and Fittings
- ▶ D2091 Gas Distribution
- ▶ D3031.200 Heat Exchangers Chilled Water
- D3031.300 Cooling System Air Separator
- D3031.400 Cooling System Expansion Tank
- D3031.500 Central Plant Chilled Water Distribution Piping and Specialties
- D3031.600 Cooling Towers
- D3031.700 Variable Frequency Drives Cooling Towers
- D3031.800 Condenser Water Pumps
- D3031.900 Variable Frequency Drives Condenser Water Pumps
- D3031.1000 Chemical Treatment System
- D3031.1100 Solid Separator
- D3031.1200 Central Plant Condenser Water Distribution Piping and Specialties
- ▶ D3040 Distribution Systems
- ▶ D3041 Air Distribution System
  - D3041.100 Main Air Handling Units
  - D3041.200 Main Ductwork Distribution
  - D3041.300 VAV Boxes
  - D3041.400 Registers and Grills
- ▶ D3044 Heating Hot Water Distribution
  - D3044.100 Heating Hot Water Pumps
  - D3044.200 Variable Frequency Drives Heating Hot Water Pumps
  - D3044.300 Heating Hot Water Distribution Piping and Specialties

### 2. D30 HVAC

- ▶ D3020 Heat Generating Systems
- ▶ D3021 Boilers
- ▶ D3023 Auxiliary Equipment Heat Generating Equipment
  - D3023.100 Heat Exchangers
  - D3023.200 Chemical Treatment System
  - D3023.300 Heating System Air Separator
  - D3023.004 Heating System Expansion Tank
- ▶ D3030 Cooling Generating Systems
- ▶ D3031 Chilled Water Systems
  - D3031.100 Chillers
- ▶ D3045 Chilled Water Distribution
- ▶ D3050 Terminal and Package Units
- ▶ D3051 Terminal Self Contained Units
  - D3051.100 Computer Room Air Conditioning Units
  - D3051.200 Thru Wall/Window Air Conditioning Units
  - D3051.300 Split System Air Conditioning Units



- ▶ D3052 Packaged Units
  - D3052.100 Roof Top Package Units
  - D3052.200 Grade Mounted Package Units
- ▶ D3060 Controls and Instrumentation
- ▶ D3068 Building Automation System
  - D3068.100 HVAC Control System

### 3. D40 Fire Protection

- ▶ D4030 Fire Protection Specialties
- ▶ D4031 Fire Extinguishers
  - Has the building got any fire extinguishers? Yes/No
  - If no, are there locations that need them?
  - If yes, review condition:
  - Any known problems?
- ▶ D4032 Fire Extinguisher Cabinets
- ▶ D4090 Other Fire Safety Items
  - D4090.100 Access & Premises
  - D4090.200 Egress
  - D4090.300 Exit Signs
  - D4090.400 Housekeeping

### 4. D50 Electrical

- ▶ D5010 Electrical Service & Distribution
- ▶ D5012 Switchboards
- ▶ D5012 Panelboards
- ▶ D5020 Lighting & Branch Wiring
- ▶ D5030 Communications & Security

- ▶ G2031 Paving and Surfacing (Rubber Surfaces)
- ▶ G2033 Exterior Steps
- ▶ G2034 Pedestrian Bridges
- ▶ G2047 Playgrounds
- ▶ G2049 Permanent Shade Structures

### 2. G30 Site Mechanical Utilities

- ▶ G3010 Water Supply
- ▶ G3011 Potable Water Distribution and Storage
- ▶ G3012 Non-Potable Water Distribution and Storage
- ▶ G3014 Fire Protection Distribution and Storage
- ▶ G3020 Sanitary Sewer
- ▶ G3021 Piping
  - Age of system, known construction/materials, condition
  - Combined (storm sewer) or separate system?
  - Known intrusion problems (roots, rodents/pests, etc.)
  - Last major upgrade(s) to system: Type, date, location of upgrades
  - Expansion required for system? (undersized for current loading)
  - Other known problems with any system component?
- ▶ G3026 Septic Tanks
- ▶ G3030 Storm Sewer G3031 Piping
- ▶ G3040 Heating Distribution
- ▶ G3042 Condensate Return
- ▶ G3043 Hot Water Supply System
- ▶ G3050 Cooling Distribution
- ▶ G3051 Chilled Water Piping
- ▶ G3054 Cooling Towers On-Site

## G Building Site Work

### 1. G20 Site Improvements

- ▶ G2030 Pedestrian Paving

### 3. G40 Site Electrical Utilities

- ▶ G4010 Electrical Distribution
- ▶ G4092 Site Emergency Power Distribution
- ▶ G4092 Emergency Generators
- ▶ G4092 Automatic Transfer Switches

## Project Schedule

To accelerate the facility condition assessments, we propose the utilization of two assessment teams each composed of an architect, mechanical engineer, electrical engineer and civil engineer. With two assessment teams assigned to this effort, we can start our work in June 2017 and deliver complete assessment reports in October 2017.



# Fee Proposal

Site	Total Square Footage	Family	Assessment Fee
<b>ELEMENTARY SCHOOLS</b>			
BATHGATE ELEMENTARY SCHOOL	52,734	Capistrano Valley	\$ 7,910.10
BERGESON ELEMENTARY SCHOOL	46,220	Tesoro	\$ 8,319.60
CANYON VISTA ELEMENTARY SCHOOL	47,025	Aliso Niguel	\$ 8,464.50
CASTILLE ELEMENTARY SCHOOL	49,285	Capistrano Valley	\$ 8,871.30
CHAPARREL ELEMENTARY SCHOOL	55,429	Tesoro	\$ 8,314.35
CLARENCE LOBO ELEMENTARY SCHOOL	54,269	San Clemente	\$ 8,140.35
CONCORDIA ELEMENTARY SCHOOL	44,369	San Clemente	\$ 7,986.42
DEL OBISPO ELEMENTARY SCHOOL	39,063	San Juan Hills	\$ 7,031.34
GEORGE WHITE ELEMENTARY SCHOOL	55,437	Dana Hills	\$ 8,315.55
HIDDEN HILLS ELEMENTARY SCHOOL	52,114	Dana Hills	\$ 7,817.10
KINOSHITA ELEMENTARY SCHOOL	57,902	San Juan Hills	\$ 8,685.30
LAGUNA NIGUEL ELEMENTARY SCHOOL	50,080	Aliso Niguel	\$ 7,512.00
LAS PALMAS ELEMENTARY SCHOOL	51,535	San Clemente	\$ 7,730.25
MALCOM ELEMENTARY SCHOOL	58,569	Dana Hills	\$ 8,785.35
MARBLEHEAD ELEMENTARY SCHOOL	47,912	San Clemente	\$ 8,624.16
MOULTAN ELEMENTARY SCHOOL	55,893	Dana Hills	\$ 8,383.95
OAK GROVE ELEMENTARY SCHOOL	58,160	Aliso Niguel	\$ 8,724.00
OSO GRANDE ELEMENTARY SCHOOL	59,271	Tesoro	\$ 8,890.65
PALISADES ELEMENTARY SCHOOL	48,536	San Clemente	\$ 8,736.48
PHILIP J. REILLY ELEMENTARY SCHOOL	71,334	Capistrano Valley	\$ 10,700.10
R.H. DANA ELEMENTARY SCHOOL	40,063	Dana Hills	\$ 7,211.34
R.H. DANA ENF	30,522	Dana Hills	\$ 5,493.96
SAN JUAN ELEMENTARY SCHOOL	55,346	San Juan Hills	\$ 8,301.90
TIJERAS CREEK ELEMENTARY SCHOOL	44,334	Tesoro	\$ 7,980.12
TRUMAN BENEDICT ELEMENTARY SCHOOL	48,764	San Clemente	\$ 8,777.52
VIEJO ELEMENTARY SCHOOL	49,444	Capistrano Valley	\$ 8,899.92
WAGON WHEEL ELEMENTARY SCHOOL	63,537	Tesoro	\$ 9,530.55
WOOD CANYON ELEMENTARY SCHOOL	52,672	Aliso Niguel	\$ 7,900.80
<b>ELEMENTARY / MIDDLE SCHOOLS</b>			
ARROYO VISTA K-8	95,655	Tesoro	\$ 14,348.25
CARL H. HANKEY K-8	61,478	Capistrano Valley	\$ 9,221.70
DON JUAN AVILA ELEMENTARY / MIDDLE SCHOOL	117,313	Aliso Niguel	\$ 15,250.69
LADERA RANCH ELEMENTARY / MIDDLE SCHOOL	136,215	Tesoro	\$ 17,707.95
LAS FLORES ELEMENTARY / MIDDLE SCHOOL	128,111	Tesoro	\$ 16,654.43
VISTA DEL MAR ELEMENTARY / MIDDLE SCHOOL	119,134	San Clemente	\$ 15,487.42
<b>MIDDLE SCHOOLS</b>			
ALISO VIEJO MIDDLE SCHOOL	81,937	Aliso Niguel	\$ 12,290.55
BERNICE AYER MIDDLE SCHOOL	63,378	San Clemente	\$ 9,506.70
FRED NEWHART MIDDLE SCHOOL	118,058	Capistrano Valley	\$ 15,347.54
MARCO FORSTER MIDDLE SCHOOL	103,225	San Juan Hills	\$ 13,419.25
NIGUEL HILLS MIDDLE SCHOOL	95,892	Dana Hills	\$ 14,383.80
SHORECLIFFS MIDDLE SCHOOL	85,065	San Clemente	\$ 12,759.75
<b>HIGH SCHOOLS</b>			
ALISO NIGUEL HIGH SCHOOL	251,166	Aliso Niguel	\$ 27,628.26
CAPISTRANO VALLEY HIGH SCHOOL	322,703	Capistrano Valley	\$ 35,497.33
DANA HILLS HIGH SCHOOL	223,189	Dana Hills	\$ 24,550.79
SERRA HIGH & ADULT EDUCATION SCHOOL	36,571	Capistrano Valley	\$ 8,777.04
SAN CLEMENTE HIGH SCHOOL	250,305	San Clemente	\$ 27,533.55
SAN JUAN HILLS HIGH SCHOOL	210,119	San Juan Hills	\$ 23,113.09
TESORO HIGH SCHOOL	222,111	Tesoro	\$ 24,432.21
<b>CHARTER SCHOOLS</b>			
CRA & OCASA @ CROWN VALLEY SCHOOL	58,029	Dana Hills	\$ 8,704.35
JOURNEY SCHOOL @ FOXBOROUGH	28,260	Aliso Niguel	\$ 6,782.40
OPA @ BARCELONA HILLS	43,268	Capistrano Valley	\$ 7,788.24
<b>OTHER</b>			
ATP / BRIDGES	6,920		\$ 2,076.00
ROP	14,915	San Juan Hills	\$ 4,474.50
Total SF	4,312,836	Total Fee	599,774.75



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