

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

BOARD OF TRUSTEES
Regular Meeting

October 26, 2016

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

AGENDA

CLOSED SESSION AT 5:30 P.M.

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

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Daniel Burch/Sara Young
Attorney – Ernest Bell
Significant Exposure to Litigation – Ten Cases
IDR Case Number 20160728
IDR Case Number 20160729
IDR Case Number 20160804
IDR Case Number 20160810
IDR Case Number 20160811
IDR Case Number 20160829
IDR Case Number 20160831
IDR Case Number 20160902
IDR Case Number 20160903
IDR Case Number 20160922
(Pursuant to Government Code § 54956.9 (d)(2))

EXHIBIT A-1
EXHIBIT A-2
EXHIBIT A-3
EXHIBIT A-4
EXHIBIT A-5
EXHIBIT A-6
EXHIBIT A-7
EXHIBIT A-8
EXHIBIT A-9
EXHIBIT A-10

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Daniel Burch/Sara Young
Attorney – Ernest Bell
Significant Exposure to Litigation – Six Cases
OAH Case Number 2016070067
OAH Case Number 2016071071
OAH Case Number 2016071099
OAH Case Number 2016081025
OAH Case Number 2016081176
OAH Case Number 2016090206
(Pursuant to Government Code § 54956.9(d)(1))

EXHIBIT B-1
EXHIBIT B-2
EXHIBIT B-3
EXHIBIT B-4
EXHIBIT B-5
EXHIBIT B-6

C. STUDENT EXPULSIONS

Mike Beekman
One Case
Case Number 2017-006

EXHIBIT C-1

PUBLIC HEARINGS:

Agenda Item 1: College Readiness Block Grant Plan.

Agenda Item 2: Resolution No. 1617-44, Resolution of the Capistrano Unified School District to Authorize Conveyance of An Easement to the Moulton Niguel Water District for Purposes of Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation North Yard.

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

Extra Miler

Albert Jeung, Performing Arts Teacher and Orchestra Director from Aliso Niguel High School will present and recognize the following staff members from Soka Performing Arts Center for their support and dedication to the orchestra students at Aliso Niguel High School.

David C. Palmer, General Manager

Shannon Lee Blas, Patron Services Manager

Rebecca Pierce Goodman, Marketing and Administrative Manager

Samuel Morales, Production and Technical Services Manager

Associated Student Body

Dana Hills High School

Jason Allemann, Principal

Ken Nedler, Activities Director

Reagan Orloff, Associated Student Union President

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: COLLEGE READINESS BLOCK GRANT PLAN:** INFORMATION/
The Board will conduct a public hearing on the College Readiness Block Grant DISCUSSION
Plan. Supporting documentation can be found in Exhibit 20.
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 open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

- 2. PUBLIC HEARING: RESOLUTION NO. 1617-44, RESOLUTION OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT TO AUTHORIZE CONVEYANCE OF AN EASEMENT TO THE MOULTON NIGUEL WATER** INFORMATION/
DISCUSSION

DISTRICT FOR PURPOSES OF CONSTRUCTING AND OPERATING CERTAIN WATER, RECLAIMED WATER, AND SEWER FACILITIES AT ALISO VIEJO TRANSPORTATION NORTH YARD:

The Board will conduct a public hearing on adopting Resolution No. 1617-44, Resolution of the Capistrano Unified School District to Authorize Conveyance of an Easement to the Moulton Niguel Water District for Purposes of Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation North Yard. Supporting documentation is located in Exhibit 21.

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

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

Staff Recommendation

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

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and the staff recommend approval of all Consent Calendar items.

BUSINESS AND SUPPORT SERVICES

3. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$141,725.76 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 1

EXHIBIT 3

4. 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 \$1,643,203.31 and the commercial warrants total \$9,302,214.91. 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 3

EXHIBIT 4

5. 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 seven new agreements totaling \$121,875 and four amendments to existing agreements totaling \$153,500. 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 40

EXHIBIT 5

6. **AGREEMENT FOR BOND COUNSEL SERVICES WITH ORRICK, HERRINGTON & SUTCLIFFE LLP:** Page 122
EXHIBIT 6
Approval of the Agreement for Bond Counsel Services with Orrick, Herrington & Sutcliffe LLP which secures bond counsel services for the issuances of four series of special tax bonds related to Community Facilities District (CFD) 98-1A, 98-1B, 2005-1 and the prepayment of special tax bonds related to CFD 87-1. The term of this agreement is from January 1, 2016 through the issuances of the special tax bonds described therein. Each bond issuance will be billed at a flat rate of \$37,500 and bond counsel services for the prepayment of CFD 87-1 will be billed at the flat rate of \$8,500. Payment is only due upon the successful issuance of each bond series.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
7. **AGREEMENT LETTER TO PARTICIPATE IN THE CALIFORNIA SCHOOL FUNDING COALITION:** Page 126
EXHIBIT 7
Approval of the Agreement Letter to participate in the California School Funding Coalition to support and to participate in a legislative effort to influence the implementation and modification of the Local Control Funding Formula, Local Control and Accountability Plan and other legislative/regulatory priorities of the Coalition, to ensure all students and school agencies are treated equitably. The term of the agreement is July 1, 2016 through June 30, 2017. The annual membership fee under this agreement is \$2,500 funded by the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
8. **NEWPORT MESA UNIFIED SCHOOL DISTRICT BID NO. 108-16, FUEL (GASOLINE AND DIESEL) – AWARDED TO PINNACLE PETROLEUM, INC.:** Page 127
EXHIBIT 8
Approval to utilize the Newport Mesa Unified School District Bid No. 108-16, Fuel (Gasoline and Diesel), awarded to Pinnacle Petroleum, Inc. for the purchase of fuel, as needed by the District, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for various fuel types, as needed, throughout the District. Anticipated annual expenditures utilizing this contract are approximately \$900,000 funded from the general fund. School boards have the authority to "piggyback" on another agency's bid, per California Public Contract Code § 20118 et. seq. The prices offered by the contractor have been assessed to be fair, reasonable and competitive. Staff determined it is in the best interest of the District to utilize the Newport Mesa Unified School District Bid No. 108-16, Fuel (Gasoline and Diesel) for Districtwide fuel purchases. Due to the size of the contract documents, supporting and related documentation is posted on the District's Board Agendas and Supporting Documentation page.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
9. **OPENGOV, INC. SOFTWARE AGREEMENT:** Page 128
EXHIBIT 9
Approval of OpenGov, Inc. Software Agreement to provide a software platform to share internal operational reports and provide public access to annual and monthly budget data to understand how tax dollars are spent. The program includes an annual subscription cost of \$23,250 for a three year term and a one-time implementation fee of \$1,700. The total contract amount is quoted to be \$71,450 paid from the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
10. **PROGRESS ADVISER, INC. SERVICE CONTRACT:** Page 134
EXHIBIT 10
Approval of Progress Adviser, Inc. Service Contract to provide an online data collection tool to assist the District with meeting state-mandated annual facility inspection requirements reporting. The 2016-2017 license includes a prorated cost of \$11,213.41 and a one-time support and training package fee of \$5,000. The total contract amount is quoted to be \$16,213.41 paid from the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

CURRICULUM & INSTRUCTION

11. **ACADEMIC EVENT CONTRACT WITH IRVINE RANCH OUTDOOR EDUCATION CENTER:** Page 140
EXHIBIT 11
Approval of the Academic Event Contract with Irvine Ranch Outdoor Education Center to provide an overnight outdoor science school trip aligned with grade level science standards. The contractor will provide services at the rates indicated in the agreement. The scheduled attendance for this program is October 11, 2016 through October 14, 2016 for grade 5 students attending San Juan Elementary School. Expenditures under this contract are estimated to be \$28,680 paid by the San Juan Children's Education Foundation.
Contact: Susan Holliday, Associate Superintendent, Education Services
12. **MEMORANDUM OF UNDERSTANDING WITH SIMON YOUTH FOUNDATION:** Page 148
EXHIBIT 12
Approval of the Simon Youth Academy at the Shops at Mission Viejo Memorandum of Understanding (MOU) to utilize space at the Shops at Mission Viejo, for a term beginning November 1, 2016 and continuing through October 31, 2021. This MOU will provide educational services for grade 9-12 students enrolled in the District as a personalized and accessible way for students to plan for post-secondary success and have access to the Fresh Start program. There is no fiscal impact.
Contact: Susan Holliday, Associate Superintendent, Education Services

HUMAN RESOURCE SERVICES

13. **DYNAFILE SUBSCRIPTION AGREEMENT WITH BLUE RIBBON, LLC:** Page 193
EXHIBIT 13
Approval of DynaFile Subscription Agreement with Blue Ribbon, LLC. This Agreement is effective beginning September 30, 2016 through September 30, 2017. The agreement will automatically renew annually through September 29, 2020. At that time, the District will have the option to sign a new agreement. The DynaFile Subscription Agreement will assist the Human Resource Services department in maintaining all personnel files. This system will streamline onboarding, maintenance, and terminations as well as ensure synchronization of personnel and confidential files. The total contract amount is quoted to be \$16,188 per year paid from the general fund.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
14. **EDUCATIONAL AFFILIATION AGREEMENT WITH THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT:** Page 204
EXHIBIT 14
Approval of Educational Affiliation Agreement with the Rancho Santiago Community College District in the area of the Speech-Language Pathology Assistant Program. This Agreement is effective upon execution and shall remain in effect for a period of five years commencing on the effective date unless terminated in accordance with the provisions of this Agreement. During the school year, students enrolled in the Speech-Language Pathology Assistant Program are assigned for clinical experience in Speech-Language Pathology areas.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
15. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 211
EXHIBIT 15
Approval of the activity list for employment, separation and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
16. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 233
EXHIBIT 16

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

GENERAL FUNCTIONS

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| 17. SCHOOL BOARD MINUTES:
Approval of the August 10, 2016 Regular Board Meeting minutes.
<i>Contact: Nicole Perez, Executive Secretary, Board Operations</i> | Page 249
EXHIBIT 17 |
| 18. SCHOOL BOARD MINUTES:
Approval of the August 10, 2016 Special Board Meeting minutes.
<i>Contact: Nicole Perez, Executive Secretary, Board Operations</i> | Page 251
EXHIBIT 18 |

DISCUSSION ACTION ITEMS

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| 19. UPDATE ON GENERAL OBLIGATION BOND MEASURES:
An information presentation by the District's financial advisor, Government Financial Strategies, will discuss financial updates to Measure A (SFID #1) and Measure M (SFID #2) based on fiscal year 2016-2017 data published by Orange County.
<i>CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.</i>
<i>Contact: Clark Hampton, Deputy Superintendent, Business and Support Services</i> | INFORMATION/
DISCUSSION
Page 255
EXHIBIT 19 |
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Staff Recommendation

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

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| 20. COLLEGE READINESS BLOCK GRANT PLAN:
The District has received \$467,371 in one-time state grant funding. This College Readiness Block Grant funding targets high school students, particularly unduplicated students, to provide additional supports to increase the number who enroll at institutions of higher education and complete an undergraduate degree within four years. Funding through a state apportionment is provided to districts serving unduplicated students in grades 9-12 and was calculated based on enrollment during the 2015-2016 school year. The funding is required to be spent by June 30, 2019. This item presents proposed expenditures for comment and public input. The College Readiness Block Grant plan will be presented for approval at the November 16, 2016 Board meeting.
<i>CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.</i>
<i>Contact: Susan Holliday, Associate Superintendent, Education Services</i> | INFORMATION/
DISCUSSION
Page 268
EXHIBIT 20 |
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Staff Recommendation

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

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| 21. RESOLUTION NO. 1617-44, RESOLUTION OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT TO AUTHORIZE CONVEYANCE OF AN EASEMENT TO THE MOULTON NIGUEL WATER DISTRICT FOR PURPOSES OF CONSTRUCTING AND OPERATING CERTAIN WATER, RECLAIMED | DISCUSSION/
ACTION
Page 275
EXHIBIT 21 |
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WATER, AND SEWER FACILITIES AT ALISO VIEJO TRANSPORTATION NORTH YARD:

The Moulton Niguel Water District (MNWD) currently possesses a waterline easement over the driveway entering the District's Aliso Viejo Transportation North Yard which provides service to the District's property as well as neighboring properties.

MNWD is now seeking an additional, smaller easement in order to install two fire hydrants along the driveway adjacent to the property at 4 Liberty. The new easement would allow MNWD to provide additional fire protection services to the District's property, but is primarily spurred by the need for added protection for construction at 4 Liberty. Consequently, the owners/developers of the 4 Liberty property are responsible for all costs of constructing the hydrants, and are reimbursing the District for its expenses relative to the consideration of this easement.

Pursuant to Education Code § 17556 *et. seq.*, the Board, at its October 12, 2016 meeting, adopted Resolution No. 1617-43 indicating its intention to convey the MNWD Easement and calling a noticed "Public Hearing" to address the issue of whether the District should convey the MNWD Easement to MNWD (Resolution of Intent). The Resolution of Intent established that the Public Hearing would be held during the Board's October 26, 2016 meeting and directed the Superintendent, or Superintendent's designee, to provide notice of the Public Hearing as required by Education Code § 17558. The District complied with the notice requirements by posting three copies of the Resolution of Intent, signed by a majority of the Board members, in three public places by October 16, 2016 (ten days before the Public Hearing), and by publishing notice of the Public Hearing in Orange County Register by October 21, 2016 (five days before the Public Hearing). The Board will now hold the Public Hearing.

The Board, having both adopted its Resolution of Intent, as required by Education Code § 17557 and held a public hearing on whether to convey the MNWD Easement as required by Education Code § 17558, may then consider whether to convey the MNWD Easement to MNWD, unless the Board receives a petition signed by at least ten percent of the qualified voters within the District (Protest Petition) objecting to the proposed conveyance. As we understand there are 200,101 registered voters within the District, the Protest Petition must be signed by 20,010 voters. Absent receipt of a Protest Petition, the Board may consider the adoption of Resolution No.1617-44 authorizing the conveyance of the MNWD Easement to MNWD, pursuant to Education Code § 17559.

If a Protest Petition is received, then the Board must postpone any decision on whether to convey the MNWD Easement and first submit the question of whether to convey the Easement to the Orange County Superintendent of Schools (Superintendent of Schools). If the Superintendent of Schools approves of the Easement, then the Board may consider approval of the conveyance. If the Superintendent of Schools disapproves of the Easement, its decision is final and the District may not convey the Easement.

This Resolution to Convey the MNWD Easement must be approved by a vote of at least two-thirds of all the members of the Board.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-44, Resolution of the Capistrano Unified School District to Authorize Conveyance of an Easement to the Moulton Niguel Water District for Purposes of

22. **THIRD READING – BOARD POLICY 0420.41, CHARTER SCHOOL OVERSIGHT:** DISCUSSION/
ACTION
Page 285
EXHIBIT 22
- The proposed new Board Policy 0420.41, *Charter School Oversight*, provides updated and well defined language regarding Charter School Oversight. This policy will provide all stakeholders with current information and ensure legal compliance. Additional revisions requested by Trustees during the second reading of this item 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 Service***
- 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 0420.41, *Charter School Oversight*.
- Motion by _____ Seconded by _____
23. **SECOND READING – BOARD POLICY 9270, CONFLICT OF INTEREST:** DISCUSSION/
ACTION
Page 299
EXHIBIT 23
- This proposed revision of Board Policy 9270, *Conflict of Interest*, updates this policy to reflect the recommended changes to designated positions that must disclose financial interests on Form 700 as well as updates and clarifies District policy related to incompatible offices and activities, gifts and honoraria. Additional revisions requested by Trustees during the first reading of this item have been made. Changes are underlined; deletions are struck through. There is no fiscal impact.
- CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.***
- Contact: Gordon Amerson, Associate Superintendent, Human Resource Services***
- Staff Recommendation
- It is recommended the Board President recognize Gordon Amerson, Associate Superintendent, Human Resource Services, to present information on this item.
- Following discussion, it is recommended the Board of Trustees approve Board Policy 9270, *Conflict of Interest*.
- Motion by _____ Seconded by _____
24. **FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM SPECIAL EDUCATION REVIEW REPORT:** INFORMATION/
DISCUSSION
Page 321
EXHIBIT 24
- During the 2015-2016 school year, the District and the Fiscal Crisis Management Assistance Team (FCMAT) entered into an agreement for a review of the District's special education programs and services. FCMAT's primary mission is to assist California's local K-14 educational agencies to identify, prevent and resolve financial, human resources and data management challenges. Following our request, FCMAT assembled a study team that worked closely with the District to define the scope of work, conduct on-site fieldwork and provide a written report with findings and recommendations to help resolve issues, overcome challenges and plan for the future. The District received the written FCMAT report and is presenting it, along with next steps, to the Board for information.

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

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

Contact: Daniel Burch, Interim Associate Superintendent, SELPA, Special Education Services

Staff Recommendation

It is recommended the Board President recognize Daniel Burch, Interim Associate Superintendent, SELPA, Special Education Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, NOVEMBER 16, 2016, 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

Donation of Funds
October 26, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
City of Aliso Viejo	\$1,000.00	Homework Club Program	Aliso Viejo Middle School
Bathgate Elementary School Foundation	\$11,504.38	Science Camp	Bathgate Elementary School
Bathgate Elementary School Foundation	\$15,200.00	Primary Music Program	Bathgate Elementary School
Kroger	\$28.35	Instructional Materials and Supplies	Bathgate Elementary School
Bergeson Friends of MIP	\$1,633.07	Document Camera and Projectors	Bergeson Elementary School
Bergeson Friends of MIP	\$10,948.00	Instructional Assistant Salary	Bergeson Elementary School
Ladera Ranch Education Foundation, Inc.	\$5,565.00	Transportation for Science Camp	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$1,400.00	Risograph Machine	Clarence Lobo Elementary School
Courtney Perkins	\$300.00	Walkie Talkies	Ladera Ranch Elementary School
Angela De Michele	\$300.00	Walkie Talkies	Ladera Ranch Elementary School
Kroger	\$13.03	Non-Instructional Materials and Supplies	Ladera Ranch Elementary School
Kroger	\$35.67	Non-Instructional Materials and Supplies	Ladera Ranch Elementary School
Moulton Elementary School PTA	\$23,200.00	Primary Music Program	Moulton Elementary School
Ladera Ranch Education Foundation, Inc.	\$300.00	Robotics Welcome Kit	Oso Grande Elementary School
Melissa and Travis Gunther	\$500.00	Primary Music Program	Oso Grande Elementary School
Palisades Elementary School PTA	\$14.00	Meet the Masters Supplies	Palisades Elementary School
Kroger	\$9.39	Instructional Materials and Supplies	Palisades Elementary School
Kroger	\$93.23	Instructional Materials and Supplies	Palisades Elementary School
South Coast Water District	\$500.00	Instructional Materials and Supplies	San Clemente High School
Edison International	\$180.00	Instructional Materials and Supplies	San Clemente High School
Ally Financial Inc.	\$500.00	Instructional Materials and Supplies	Tesoro High School
Tesoro High School PTSA	\$2,240.00	After-School Tutoring Program	Tesoro High School
James Reynolds	\$0.00	Badminton Equipment	Tesoro High School
Tijeras Creek Elementary School PTA	\$800.00	Field Trip Deposit	Tijeras Creek Elementary School
Kroeger	\$43.88	Instructional Assistant Salary	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$23,200.00	Primary Music Program	Tijeras Creek Elementary School
Viejo Elementary School Foundation	\$10,000.00	Summer School Program	Viejo Elementary School
Vista del Mar Elementary PTA	\$17,400.00	Primary Music Teacher Salary	Vista del Mar Elementary School

Donation of Funds
October 26, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
MAKO Foundation	\$1,800.00	Grade 6 Summer Academy	Vista del Mar Middle School
MAKO Foundation	\$1,094.00	Instructional Materials and Supplies	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$158.76	Printing Fees	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$11,765.00	Chromebooks and Carts	Wagon Wheel Elementary School
	\$141,725.76		

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
5594	89	HMC	BI:Arch /Fac Acq /SJHHS	31,485.00
5595	87	GOVERNMENT FINANCIAL STRATEGIE	Serv& Op/Fac Acq /Dstrctwd	9,250.00
5596	89	DANNIS WOLIVER KELLY	Legal /Fac Acq /Dstrctwd	5,000.00
5597	95	PROJECT DIMENSIONS	Serv& Op/Fac Acq /Dstrctwd	50,000.00
4 Purchase Orders				\$95,735.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
362935	1	CDWG Inc	InstMtls/Instrctn/Wood Cyn	8,752.58
362936	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Wood Cyn	1,053.00
362937	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Wood Cyn	260.00
362938		VOID	VOID	0.00
362939	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Wood Cyn	952.56
362940		VOID	VOID	0.00
362941	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /SJHHS	1,020.60
362942	1	CULVER-NEWLIN	SpplsNonI/SupvAdmn/Dstrctwd	1,573.56
362943	25	R. JENSEN CO INC	Bldg Imp/Fac Acq /Bergeson	17,663.64
362944	25	R. JENSEN CO INC	Bldg Imp/Fac Acq /ANHS	16,627.29
362945	25	R. JENSEN CO INC	Bldg Imp/Fac Acq /LRMS	78,662.17
362946	40	FASTECH	BI:Const/Fac Acq /Dstrctwd	12,619.00
362947	25	PAUL C MILLER CONSTRUCTION CO	Bldg Imp/Fac Acq /SJHHS	20,172.00
362948	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Las Palm	431.97
362949	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/Las Palm	280.40
362950	1	BERTRAND MUSIC ENTERPRISES INC	InstMtls/Instrctn/SCHS	1,457.97
362951	1	Q FENCE AND FABRICATION	Rntl:Oth/RR:Bldgs/Dstrctwd	9,370.00
362952	1	CULVER-NEWLIN	NonCapEq/SupvAdmn/Dstrctwd	247.32
362953	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	448.95
362954		VOID	VOID	0.00
362955	1	CULVER-NEWLIN	NonCapEq/SupvAdmn/Dstrctwd	3,062.88
362956	1	EDUCATIONAL FONTWARE INC	SpplsNonI/HlthServ/Dstrctwd	300.00
362957	1	CAMCOR INC	InstMtls/Instrctn/MFMS	129.54
362958	1	OCDE	Conf:Ins/Instrctn/SJHHS	175.00
362959	1	ULINE	InstMtls/Instrctn/SCHS	1,202.04
362960	1	BROWN UNIVERSITY	Serv& Op/StDev In/Dstrctwd	3,920.00
362961		VOID	VOID	0.00
362962	1	NASARIO SOLIS	Serv& Op/Security/Dstrctwd	12,000.00
362963		VOID	VOID	0.00
362964	1	PORZUCZEK, KARIN	InstMtls/Instrctn/VDMMS	500.00
362965	1	CDWG Inc	SpplsNonI/RR:Bldgs/Dstrctwd	299.81
362966	1	SCHOLASTIC INC	InstMtls/Instrctn/Moulton	681.45
362967	1	B & H PHOTOGRAPHY	SpplsNonI/TIS /Dstrctwd	32.35
362968	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/Sch Adm /GrgWhite	499.99
362969	1	CDWG Inc	InstMtls/Enterprs/Dstrctwd	1,331.04
362970	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Enterprs/Dstrctwd	147.00
362971	1	EPIC MACHINES INC.	Serv& Op/Instrctn/Dstrctwd	148,380.37
362972	1	CASC CONFERENCE	CnfrNonI/GuidCnsl/Dstrctwd	7,886.30
362973	1	COSTCO S.J.C.	InstMtls/Instrctn/Wood Cyn	1,015.00
362974	1	COSTCO S.J.C.	SpplsNonI/SupvAdmn/Dstrctwd	1,015.00
362975	1	DEPT OF HEALTH CARE SERVICES	Oth Fed /Undesig /Dstrctwd	1,156.21
362976	1	DEPT OF HEALTH CARE SERVICES	Oth Fed /Undesig /Dstrctwd	1,893.20
362977	1	HAAS FACTORY OUTLET	InstMtls/Instrctn/CVHS	204.00
362978	1	HAAS FACTORY OUTLET	InstMtls/Instrctn/CVHS	394.00
362979	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	900.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting.....OCTOBER 26, 2016

PO No.	Fund	Vendor	Description	Amount.
362980	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/BAMS	282.96
362981	1	MEDLIN & SON ENGINEERING	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
362982	1	CDWG Inc	NonCapEq/PuplTran/Dstrctwd	779.38
362983	1	MICHELLE AHUMADA	Serv& Op/HlthServ/Dstrctwd	800.00
362984	1	CARA LUCIER CLIENT TRUST ACCT.	Legal /SupvAdmn/Dstrctwd	800.00
362985	1	GARY AND JILL DORRIS	Serv& Op/Aid:Inst/Dstrctwd	10,320.00
362986	1	CDWG Inc	SpplsNonI/RSPInstr/Journey	297.09
362987	1	STEVEN AND MELANIE SMITH	Serv& Op/SE0thIns/Dstrctwd	9,360.00
362988	1	MOORE LAW FOR CHILDREN A	Legal /SupvAdmn/Dstrctwd	4,800.00
362989	1	SHANNON JARRELL	Serv& Op/NPS /Dstrctwd	13,520.00
362990	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	779.84
362991	1	CDWG Inc	SpplsNonI/Sch Adm /AVMS	600.00
362992	1	APPLE INC	InstMtls/Instrctn/Wood Cyn	4,806.24
362993	1	CDWG Inc	NonCapEq/FacPlann/Dstrctwd	180.02
362994	1	CDWG Inc	SpplsNonI/RSPInstr/CommRoot	297.09
362995	1	CDWG Inc	SpplsNonI/Sch Adm /Dstrctwd	259.20
362996	1	CDWG Inc	SpplsNonI/Sch Adm /AVMS	61.01
362997	1	CDWG Inc	NonCapEq/SE0thIns/Dstrctwd	2,429.04
362998	1	OCTA - REDUCED FARE ID	InstMtls/SE0thIns/Dstrctwd	276.00
362999	14	RUTHERFORD DESIGN	Bldg Imp/Fac Acq /SJHHS	18,953.82
363000		VOID	VOID	0.00
363001	1	SCHOOL ENERGY COALITION	Dues&Mmb/SuppSvcs/Dstrctwd	260.00
363002	14	CAMPBELL KELLER	NonCapEq/Fac Acq /Dstrctwd	33,652.80
363003	1	CHEFS' TOYS	InstMtls/Instrctn/ANHS	615.60
363004	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	518.70
			K-12Text/Instrctn/CVHS	518.70
363005	1	PERMA-BOUND	K-12Text/Instrctn/CVHS	3,393.79
363006	1	PERMA-BOUND	InstMtls/Instrctn/SCHS	5,369.20
363007	1	HOUGHTON MIFFLIN CO	InstMtls/Instrctn/SMS	320.76
363008	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Enterprs/SJHHS	1,500.00
363009	1	WORKABILITY 1 REGION 1	CnfrNonI/SupvAdmn/Dstrctwd	75.00
363010		VOID	VOID	0.00
363011	1	ARTS MASTERS LEGACY	CnsltSvs/Instrctn/Bergeson	6,771.00
363012	1	ROZENBERG, ABBY	NPA /Spch Aud/Dstrctwd	10,000.00
363013	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	51.87
363014	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/SupvAdmn/Dstrctwd	306.72
363015		VOID	VOID	0.00
363016	1	WESTERN GRAPHIX	NonCapEq/Instrctn/Lgna Nig	1,722.60
363017	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	1,698.33
363018	1	CDWG Inc	SpplsNonI/Prsnl:HR/Dstrctwd	74.39
363019	1	CDWG Inc	NonCapEq/Instrctn/Lgna Nig	453.82
363020	14	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /Palisade	881.83
363021		VOID	VOID	0.00
363022	1	nRICH EDUCATIONAL CONSULTING	Serv& Op/StDev In/Dstrctwd	8,500.00
363023	1	GOVERNMENT FINANCIAL	Serv& Op/Bus/Fisc/Dstrctwd	132,000.00
			Serv& Op/M-R Reim/Dstrctwd	68,000.00
363024	1	VAVRINEK TRINE DAY & CO LLP	Serv& Op/M-R Reim/Dstrctwd	10,000.00
363025		VOID	VOID	0.00
363026	40	PUBLIC ECONOMICS INC.	Serv& Op/Fac Acq /Dstrctwd	15,000.00
363027	1	AARON AND LORRAINE GOLDSTEIN	Serv& Op/NPS /Dstrctwd	587.24

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

PO No.	Fund.	Vendor	Description	Amount
363028	12	CDWG Inc	SplsNonI/Sch Adm /Dstrctwd	4,017.16
363029	1	CDWG Inc	InstMtls/Instrctn/Wagon Wh	2,188.40
363030	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Wagon Wh	245.00
363031	1	PC & MACEXCHANGE	InstMtls/Instrctn/Wagon Wh	1,053.00
363032	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Wagon Wh	260.00
363033	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/San Juan	28,680.00
363034	1	CDWG Inc	InstMtls/Instrctn/ArroyoEl	7,320.73
363035	1	HOWARD TECHNOLOGY SOLUTIONS	SplsNonI/Sch Adm /AVMS	49.00
363036	1	HOWARD TECHNOLOGY SOLUTIONS	NonCapEq/Instrctn/ArroyoEl	808.50
363037	1	PC & MACEXCHANGE	InstMtls/Instrctn/ArroyoEl	1,053.00
363038	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/ArroyoEl	260.00
363039	1	ALBUM AGENCY DBA ALBUM	Serv& Op/Pub Info/Dstrctwd	55,600.00
363040		VOID	VOID	0.00
363041	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,245.00
363042	1	A&R FLOOR COVERING ACCESORIES	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
363043	1	PROFESSIONAL TUTORS OF AMERICA	Serv& Op/Instrctn/Dstrctwd	8,951.25
363044	1	IMAGE 2000	NonCapEq/Instrctn/Lobo	3,393.36
363045	1	PROFESSIONAL TUTORS OF AMERICA	Serv& Op/Instrctn/Dstrctwd	45,000.00
363046	1	PROFESSIONAL TUTORS OF AMERICA	CnsltSvs/Instrctn/Dstrctwd	50,000.00
363047	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /ANHS	234.19
363048	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/BAMS	120.00
363049	1	DICK BLICK WEST	InstMtls/Instrctn/AVMS	200.00
363050	1	ACORN MEDIA	InstMtls/Instrctn/Wagon Wh	66.42
363051	1	ACORN MEDIA	InstMtls/Instrctn/Hiddn Hl	132.84
363052	1	SADDLEBACK COLLEGE	CnsltSvs/Instrctn/Hiddn Hl	1,568.00
363053	1	IXL LEARNING INC	InstMtls/Instrctn/AVMS	112.00
363054		VOID	VOID	0.00
363055	1	IMAGE 2000	InstMtls/Instrctn/Las Palm	559.28
363056	1	IPEVO INC	SplsNonI/Sch Adm /Dstrctwd	285.23
363057	1	ULINE	SplsNonI/SupvAdmn/Dstrctwd	402.16
363058		VOID	VOID	0.00
363059		VOID	VOID	0.00
363060	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	341.50
363061		VOID	VOID	0.00
363062	1	PRO-ED	InstMtls/Spch Aud/Dstrctwd	190.69
363063	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	148.51
363064	1	OLSON HAGEL & FISHBURN LLP	Legal /Supt /Dstrctwd	15,000.00
363065	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	151.98
363066	1	MOVIE LICENSING USA	InstMtls/SE0thIns/Dana ENF	436.00
363067	1	THINKING MAPS INC	InstMtls/Instrctn/Moulton	870.05
363068	1	THINKING MAPS INC	Conf:Ins/Instrctn/Hiddn Hl	3,617.57
363069	1	UNITED STATES ACADEMIC	Bks&Ref /Instrctn/Tesoro	700.00
363070	1	THINKING MAPS INC	InstMtls/Instrctn/Dstrctwd	1,476.79
363071	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	465.44
363072	1	NCS PEARSON/AIMSWEB	InstMtls/SE0thIns/Dstrctwd	2,183.50
363073	1	BEN'S MUSIC WORKSHOP	Rnt&Repr/Instrctn/Dstrctwd	300.00
363074	1	CULVER-NEWLIN	SplsNonI/Sch Adm /Las Palm	171.72
363075	1	STARKEY LABORATORIES INC.	InstMtls/SE0thIns/Dstrctwd	89.63
363076	1	GOPHER ATHLETIC	InstMtls/Instrctn/Tesoro	1,456.82
			InstMtls/Enterprs/Tesoro	582.87

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

PO No.	Fund	Vendor	Description	Amount
363077	1	GOBO LLC	Serv& Op/SupvAdmn/Dstrctwd	5,990.00
363078		VOID	VOID	0.00
363079	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/LRMS	523.80
363080	1	LEARNING A-Z	InstMtls/SE0thIns/Dstrctwd	94.95
363081	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/LRMS	523.80
363082	1	CAMBIUM LEARNING GROUP INC	InstMtls/SE0thIns/Dstrctwd	4,151.59
363083		VOID	VOID	0.00
363084	1	THE COLLEGE BLUEPRINT LLC	CnsltSvs/Instrctn/Dstrctwd	6,300.00
363085	1	BRAIN LEARNING PSYCHOLOGICAL	CnsltNon/PsychSer/Dstrctwd	15,000.00
363086	1	BESTGEN, MARY	CnsltSvs/Instrctn/Oak Grv	9,500.00
363087	1	APPERSON	InstMtls/Instrctn/SJHHS	304.07
363088	1	TREATMENT INNOVATIONS	InstMtls/SE0thIns/Dstrctwd	324.96
363089	1	BESTGEN, MARY	CnsltSvs/Instrctn/Marblehd	4,725.00
363090	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	248.34
363091	1	PROVIDENCE SPEECH AND	NPA /NPA /Dstrctwd	14,999.00
			Sub NPA /NPA /Dstrctwd	35,001.00
363092		VOID	VOID	0.00
363093	1	PROVIDENCE SPEECH AND	Sub NPA /Spch Aud/Dstrctwd	15,000.00
363094	1	PROVIDENCE SPEECH AND	Sub NPA /Spch Aud/Dstrctwd	5,000.00
363095	1	REACH PROFESSIONAL IN-HOME	CnsltSvs/Instrctn/Dstrctwd	50,000.00
363096	1	APPLE LEARNING COMPANY	CnsltSvs/Instrctn/Dstrctwd	50,000.00
363097		VOID	VOID	0.00
363098	1	CAVE 2 CRIB INC	CnsltSvs/Instrctn/Dstrctwd	50,000.00
363099	1	THE REGENTS UCSD SCHOOL OF	CnsltNon/HlthServ/Dstrctwd	12,500.00
363100	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	1,245.00
363101	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	21,981.46
363102	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Enterprs/ANHS	15,000.00
363103	1	CA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Bergeson	640.00
363104	68	KEENAN & ASSOCIATES	Serv& Op/Enterprs/Dstrctwd	14,568.00
363105	40	HMC	BI:Arch /Fac Acq /Tesoro	38,952.00
363106	13	EKON-O-PAC INC.	OpSupp /FoodServ/Dstrctwd	5,000.00
363107		VOID	VOID	0.00
363108		VOID	VOID	0.00
363109	1	CAMPBELL KELLER	SpplsNonI/Sch Adm /ANHS	2,370.60
363110	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	1,000.00
363111		VOID	VOID	0.00
363112	1	CA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Marblehd	690.00
363113	1	CA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Marblehd	370.00
363114	1	CAMBIUM LEARNING GROUP INC	InstMtls/Instrctn/Dstrctwd	4,159.33
363115	1	CASC	CnfrNonI/Board /Dstrctwd	110.00
363116		VOID	VOID	0.00
363117	1	CA WEEKLY EXPLORER INC	FieldTrp/Instrctn/OsoGrand	2,120.00
363118	1	CA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Marblehd	370.00
363119	1	CA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Viejo	690.00
363120	1	CA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Bergeson	1,060.00
363121	1	CA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Bergeson	640.00
363122		VOID	VOID	0.00
363123		VOID	VOID	0.00
363124	1	US GAMES	NonCapEq/Enterprs/Bathgate	38.12
363125		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting.....OCTOBER 26, 2016

PO No.	Fund	Vendor	Description	Amount
363126	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	2,925.00
363127	1	OCDE	CnfrNonI/GuidCnsl/Dstrctwd	300.00
363128		VOID	VOID	0.00
363129	1	CRISIS PREVENTION INSTITUTE	SpplsNonI/SupvAdmn/Dstrctwd	2,010.15
363130	1	BSN SPORTS	InstMtls/Instrctn/Malcom	596.35
363131		VOID	VOID	0.00
363132		VOID	VOID	0.00
363133		VOID	VOID	0.00
363134	1	APPARENT CORPORATION	InstMtls/SE0thIns/Dstrctwd	200.24
363135	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/LFMS	224.12
363136	1	TRIFYTT SPORTS LLC	Serv& Op/Instrctn/Moulton	3,500.00
363137	1	NCTE	Conf:Ins/Instrctn/DHHS	305.00
363138	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	205.00
363139	1	CDWG Inc	InstMtls/Instrctn/NHMS	443.68
363140	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/NHMS	49.00
363141		VOID	VOID	0.00
363142		VOID	VOID	0.00
363143	1	CULVER-NEWLIN	SpplsNonI/RR:Bldgs/NHMS	2,881.76
363144	1	DMV RENEWAL	Serv& Op/Dist Veh/Dstrctwd	20.00
363145	1	FORENSIC ANALYTICAL CONSULTING	Serv& Op/RR:Bldgs/Dstrctwd	9,579.90
363146	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/Enterprs/Dstrctwd	1,555.99
363147	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/SupvAdmn/Dstrctwd	4,723.45
363148	1	VISTA PAINT & WALLCOVERING	Rntl:Oth/RR:Bldgs/Dstrctwd	4,000.00
363149	1	CA TRANSITION ALLIANCE	Conf:Ins/RSPInstr/Dstrctwd	350.00
			CnfrNonI/SupvAdmn/Dstrctwd	1,050.00
			CnfrNonI/Sch Adm /Dstrctwd	1,050.00
363150	14	CULVER-NEWLIN	NonCapEq/Fac Acq /Dstrctwd	1,163.16
363151	1	CDWG Inc	InstMtls/Instrctn/NHMS	443.68
363152	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/NHMS	49.00
363153	1	CDWG Inc	SpplsNonI/Sch Adm /NHMS	900.00
363154		VOID	VOID	0.00
363155	1	OCC GATE	Conf:Ins/Instrctn/FNMS	216.00
363156	1	ACCO BRANDS CORPORATION DBA	InstMtls/Instrctn/Bridges	468.42
			InstMtls/SE0thIns/Dstrctwd	1,092.98
363157	1	HOWARD TECHNOLOGY SOLUTIONS	SpplsNonI/Sch Adm /NHMS	73.50
363158	1	CLEAR THE CLEARINGHOUSE	CnfrNonI/SupvAdmn/Dstrctwd	100.00
363159	1	CDWG Inc	InstMtls/Instrctn/NHMS	443.68
363160	1	APPLE COMPUTER INC	InstMtls/Instrctn/ANHS	1,040.64
363161	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/NHMS	49.00
363162	1	LIFE TRENDS GROUP TLTG INC	SpplsNonI/Sch Adm /LRMS	47.83
			SpplsNonI/Sch Adm /LadraElm	47.84
363163	1	DIVERSIFIED BUSINESS SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	920.55
363164	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	1,230.29
363165	1	JRP DESIGN	SpplsNonI/SupvAdmn/Dstrctwd	360.00
363166	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Don Juan	436.86
363167		VOID	VOID	0.00
363168	1	THOMAS W ROUGH	NonCapEq/Instrctn/Dstrctwd	1,080.00
363169	1	CDWG Inc	NonCapEq/SE0thIns/Dstrctwd	672.84
363170	1	BRIAN SCHULTZ	InstMtls/Instrctn/CVHS	562.76
363171	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Ambuehl	3,640.00

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

PO No.	Fund	Vendor	Description	Amount
363172	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/LRMS	905.35
363173	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Ambuehl	3,640.00
363174		VOID	VOID	0.00
363175	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/MFMS	963.09
363176	1	CREATIVE BEHAVIOR INTERVENTION	NPA /NPA /Dstrctwd	2,700.00
363177	1	APPLE COMPUTER INC	NonCapEq/FacPlann/Dstrctwd	118.75
363178	1	LARSON LIGHTING	SplsNonI/Sch Adm /Dstrctwd	4,965.00
363179		VOID	VOID	0.00
363180		VOID	VOID	0.00
363181	1	CLOVIS UNIFIED SCHOOL DISTRICT	Dues&Mmb/SuppSvcs/Dstrctwd	2,500.00
363182	1	CAMCOR INC	InstMtls/Enterprs/Dstrctwd	50.03
363183	1	CAMCOR INC	InstMtls/Instrctn/Kinoshta	2,460.59
363184	1	DENAULT'S HARDWARE	InstMtls/Instrctn/RH Dana	400.00
363185	1	ADVANTAGE WEST INVESTMENT	NonCapEq/Sch Adm /DHHS	1,221.76
363186	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	2,806.84
			SplsNonI/Sch Adm /Lgna Nig	102.68
363187	1	AV WINDOW PROS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
363188		VOID	VOID	0.00
363189	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Wood Cyn	2,021.76
363190		VOID	VOID	0.00
363191	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Las Palm	188.97
363192	1	PROJECT DIMENSIONS	CnsltSvs/FacPlann/Dstrctwd	25,000.00
363193		VOID	VOID	0.00
363194	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	171.72
363195	1	TANAKA FARMS LLC	FieldTrp/Instrctn/San Juan	1,932.00
363196	1	REEFCO LLC DBA CARRIER	Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
363197	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	601.77
363198	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	1,020.02
			SplsNonI/Dist Veh/Dstrctwd	525.46
363199	1	PROSURFACE	NonCapEq/CurAthlt/SCHS	2,735.00
363200	1	ABLENET INC	InstMtls/SEOthIns/Dstrctwd	230.10
363201	1	SHAMROCK MUSIC	Rnt&Repr/Instrctn/Dstrctwd	366.60
363202	1	ACE EDUCATIONAL SUPPLIES INC	InstMtls/Instrctn/Lobo	422.92
363203	1	SHAMROCK MUSIC	Rnt&Repr/Instrctn/Dstrctwd	282.00
363204		VOID	VOID	0.00
363205	1	COSTCO S.J.C.	InstMtls/SEOthIns/Dstrctwd	1,015.00
363206		VOID	VOID	0.00
363207	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	124.18
363208	1	REALLY GOOD STUFF	InstMtls/Instrctn/SCHS	175.14
363209	1	PERSONALITY PROFILE SOLUTIONS	NonCapEq/Prsnl:HR/Dstrctwd	1,373.25
363210	1	THE ALARM AND SPRINKLER CO INC	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
363211	1	HITT MARKING DEVICE	InstMtls/Instrctn/CVHS	35.59
363212		VOID	VOID	0.00
363213	1	NCS PEARSON INC.	InstMtls/SEOthIns/Dstrctwd	642.74
363214		VOID	VOID	0.00
363215	1	BROOKES PUBLISHING CO, PAUL H	SplsNonI/Spch Aud/Dstrctwd	423.44
363216	1	ALL FOUR STRINGS	InstMtls/Instrctn/Dstrctwd	567.05

240 Purchase Orders \$1,547,468.31

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228552	BURKE WILLIAMS & SORENSEN LLP	PO-362587	400.00
228553	CITY OF SAN JUAN CAPISTRANO	PO-360109	1,262.09
228554	CONSOLIDATED ELECT DISTR	PO-360237	342.75
228555	MOULTON NIGUEL WATER	PO-360111	1,018.49
228556	SAN DIEGO GAS & ELECTRIC	PO-360310	65,753.67
228557	SO CAL GAS CO	PO-360224	461.12
228558	CAL STAGE & LIGHTING INC	PO-361728	12,634.71
228559	HMC ARCHITECTS	PO-341286	541.64
		PO-341287	11,902.75
228560	KOURY ENGINEERING & TESTING	CL-160931	5,635.00
228561	PLACEWORKS	PO-356858	1,514.70
228562	Q FENCE AND FABRICATION INC.	PO-362499	4,200.00
228563	HMC ARCHITECTS	PO-352268	37,739.90
228564	BURKE WILLIAMS & SORENSEN LLP	PO-362608	219.00
228565	HMC ARCHITECTS	PO-352259	8,631.10
228566	Attaway 87, Anita	PV-171124	10.00
228567	Bartlett 04, Jackie	PV-171127	13.00
228568	CALIFORNIA DEPT. OF EDUCATION	PV-171125	933.40
228569	George 60, Rebecca	PV-171126	123.75
228570	Schraeder 04, Tracee	PV-171128	10.00
228571	Taccolini 03, Raymond	PV-171123	112.00
228572	ALTERNATIVE COMM SVCS	PO-360065	4,240.00
228573	AUTISM SPECTRUM CONSULTANTS	PO-362340	2,260.00
228574	HERITAGE SCHOOLS INC	PO-361910	11,950.00
		PO-361911	4,615.00
		PO-361912	12,065.00
		PO-361913	12,065.00
228575	KRANTZ, TRICIA	PO-360017	1,697.50
228576	LAURA S. PHILLIPS	PO-360030	780.00
228577	MARK AND KATHRYN DANIELS	CL-160807	761.79
228578	MC ILVAIN, PATRICK & STEPHANIE	PO-362726	157.24
228579	NOVATA - CARES	PO-362125	311.88
		PO-362722	260.00
228580	PORT VIEW PREPARATORY SCHOOL	PO-361920	6,730.00
228581	SOLIAN HEALTH INC	PO-360035	2,010.00
228582	SUNBELT STAFFING LLC	PO-360014	2,530.00
228583	TINA GARCIA	PO-362728	4,500.00
228584	CORTEZ, JENNIFER	PV-171130	419.94
228585	GALLUP INC	PO-361527	3,750.00
228586	THACKER, TEGAN	PV-171131	162.47
228587	TRAN, NAOMI	PV-171132	162.47
228588	CAPITOL ADVISORS GROUP LLC	PO-361332	5,500.00
228589	RAR CONSULTING GROUP INC	PO-361303	25,200.00
228590	STEIN, CHRISTINE	PO-362328	1,900.00
228591	RICHARDS INST OF ED & RESEARCH	PO-362747	2,310.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228592	A Z BUS SALES INC	PO-360804	2,352.04
228593	ALISO NIGUEL AUTO CARE	PO-362282	988.18
228594	ARTURO J ADDEMAN	PO-360567	9,486.20
		PO-360568	1,094.00
228595	B & H PHOTOGRAPHY	PO-362505	238.71
		PO-362582	238.71
228596	BIO CORPORATION	PO-361956	695.86
228597	BLAIRS TOWING INC	PO-360612	375.00
228598	BUSWEST	PO-362412	5,539.09
228599	CAL-STATE AUTO PARTS INC	PO-360805	1,495.64
228600	CAMCOR INC	PO-362640	340.18
228601	CI SOLUTIONS	PO-360902	222.12
228602	CINTAS CORP #640	PO-360614	466.13
228603	COASTAL BLUE	PO-360904	20.52
228604	COMPLETE OFFICE OF CA	PO-360142	319.48
		PO-360678	317.75
		PO-360688	152.78
228605	COSTCO S.J.C.	PO-360938	39.75
		PO-361514	12.16
228606	CULVER-NEULIN	PO-361015	2,122.20
		PO-361019	2,216.16
		PO-361021	2,628.83
228607	DANIELS TIRE SERVICE	PO-361075	2,229.74
228608	DENAUULT'S HARDWARE	PO-360117	16.05
228609	DM COLOR EXPRESS	PO-360094	162.00
228610	FOLLETT SCHOOL SOLUTIONS INC	PV-171122	7,746.50
228611	HOUGHTON MIFFLIN HARCOURT	PO-362516	859.95
		PO-362517	859.95
		PO-362518	859.95
		PO-362519	859.95
		PO-362520	859.95
		PO-362522	859.95
		PO-362527	859.95
		PO-362730	222.45
228612	K-12 SCHOOL SUPPLIES LLC	PO-361483	19.12
228613	KAESER BLAIR INC	PO-361727	731.13
228614	LAKESHORE LEARNING MATLS	PO-362318	264.71
		PO-362322	491.45
		PO-362490	122.09
		PO-362623	500.45
228615	LIBERTY PAPER	PO-362447	21,981.46
228616	A.C. LANDSCAPE INC	PO-361454	3,532.12
228617	ALPHA SOUND AND LIGHTING	PO-360116	818.11
228618	ANIMAL PEST MANAGEMENT SERVICE	PO-361091	4,960.00
228619	BEACH CITIES GLASS INC	PO-360979	192.93

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228620	BSN SPORTS INC	PO-362168	397.60
228621	CAWS	PO-362836	200.00
228622	CDW GOVERNMENT	PO-362298	2,646.00
		PO-362689	741.61
		PO-362712	159.84
228623	COASTAL BLUE	PO-360904	31.32
228624	COMPLETE OFFICE OF CA	PO-360658	194.35
		PO-360678	64.77
		PO-361042	7.55
228625	DIVERSIFIED BUSINESS SERVICES	PO-362045	1,976.76
228626	DUNN-EDWARDS CORP	PO-360168	4,955.21
228627	EDUCATION WEEK	PO-362853	84.94
228628	FASTENAL	PO-360118	199.15
228629	FEDERAL EXPRESS CORP	PO-360933	340.53
228630	FOLLETT SCHOOL SOLUTIONS INC	PO-361604	433.39
		PO-362275	215.35
228631	FREESTYLE PHOTO SUPPLIES	PO-360526	319.73
228632	FREY/SCHOOL SPECIALTY INC.	PO-362509	879.47
228633	GANAHL LUMBER	PO-360170	1,083.24
		PV-171129	192.27
228634	GLASS HAPPENS INC	PO-362553	209.60
228635	GLEN PRODUCTS	PO-360171	86.92
228636	GOPHER ATHLETIC/SPORTS	PO-362633	279.72
228637	GOVCONNECTION INC	PO-362449	60.86
228638	GUARDIAN INNOVATIONS LLC	PO-362797	2,500.00
228639	HEINEMANN PUBLISHING	PO-361031	26,437.49
		PO-361450	3,501.23
228640	HIRSCH PIPE & SUPPLY	PO-356839	407.03
		PO-360174	3,502.19
		PO-362375	549.50
228641	IMAGE 2000	PO-361094	95.00
228642	IMAGE MARKET	PO-362801	704.00
228643	JOHNSTONE SUPPLY	PO-360179	288.06
228644	KNORR SYSTEMS INC	PO-360181	71.74
228645	LOCAL JANITORIAL & VACUUM	PO-360080	71.68
228646	LRP PUBLICATIONS	PO-361029	269.50
228647	MY3D CORPORATION	PO-362236	221.32
228648	LAKESHORE LEARNING MATLS	PO-361341	355.57
		PO-361342	1,133.70
228649	COUNTY OF ORANGE	PO-361801	1,240.92
228650	JB DISTRIBUTORS INC	PO-362683	92.92
228651	MAKERBOT INDUSTRIES LLC	PO-362122	29,200.02
228652	MOBILE FLEET WASH	PO-362167	875.00
228653	NASSP/NJHS	PO-362769	225.00
228654	NATIONAL SCIENCE TEACHERS ASSN	PO-362085	452.89

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228655	NILES BIOLOGICAL INC	PO-360323	156.15
228656	ORANGE COUNTY REGISTER	PO-362181	10,332.00
228657	PARKHOUSE TIRE INC.	PO-362081	502.74
228658	PEARSON EDUCATION INC.	PO-360326	3,624.98
		PO-360330	5,327.01
228659	PEARSON EDUCATION INC.	PO-360600	1,413.94
228660	PEP BOYS	PO-360814	143.38
228661	PITNEY BOWES PRESORT SERV INC	PO-360929	198.54
228662	PRIORITY NEOPOST	PO-360921	84.16
228663	PSYCHEMEDICS CORPORATION	PO-360564	56.50
228664	PYRAMID WIRE & CABLE	PO-360210	1,190.88
228665	QUALITY TOWING	PO-362346	35.00
228666	R&S SOIL PRODUCTS INC	PO-360101	877.60
228667	RIDDELL/ALL AMERICAN	PO-362811	1,510.63
228668	RINCON TRUCK CENTER INC	PO-361828	244.85
228669	ROMAINE ELECTRIC CORP	PO-362496	398.52
228670	SITEONE LANDSCAPE SUPPLY LLC	PO-360106	695.86
228671	SMARDAN SUPPLY COMPANY	PO-360214	41.04
228672	SOUTH COAST FAMILY MEDICAL	PO-362230	400.00
228673	SOUTHERN COUNTIES LUBRICANTS	PO-361086	979.62
228674	STEM MAGAZINE	PO-362782	120.00
228675	STOTZ EQUIPMENT	PO-361110	553.09
228676	TBP PRODUCTIONS LLP	PO-362802	325.00
228677	VERIZON WIRELESS	PO-360221	4,171.48
228678	VERTICAL TRANSPORT INC	PO-360241	298.00
228679	VEX ROBOTICS INC	PO-360865	250.32
		PO-360868	1,803.16
228680	VISTA PAINT CORP	PO-360218	1,590.37
228681	VORTEX INDUSTRIES INC.	PO-361256	424.00
228682	WARDS SCIENCE	PO-361941	635.78
		PO-362663	63.57
228683	WAXIE SANITARY SUPPLY	PO-361582	285.18
228684	PALI MOUNTAIN INSTITUTE	PO-362213	20,348.00
228685	UNIVERSITY OF OREGON	PO-360881	300.00
		PO-362799	50.00
228686	WINNER CHEVROLET INC.	PO-356518	22,608.15
228687	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	53,325.73
228688	Albers 04, Heidi	PV-171133	25.75
228689	Allman 04, Scott	PV-171190	19.00
228690	BRINKS INC.	PV-171271	212.12
228691	Birle 04, Susan	PV-171135	97.00
228692	Brian 04, Jim	PV-171134	17.00
228693	Collins 04, Noreen	PV-171192	33.75
228694	Coppinger 04, Angelina	PV-171197	16.00
228695	DeHart 04, Jeannie	PV-171267	37.50

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228696	Donahue 04, Terri	PV-171195	16.75
228697	Elliott 04, James	PV-171266	64.00
228698	Ganzon 55/27, Alice	PV-171199	24.25
228699	Garcia 04, Carolyn	PV-171196	15.75
228700	Hardwick 04, Craig	PV-171264	13.00
228701	Hasuike 04, Lia	PV-171270	75.00
228702	Jimenez 02, Lillian	PV-171269	75.25
228703	Johnson 02, Norma Jean	PV-171136	22.50
228704	Johnston 03, Elizabeth	PV-171191	16.00
228705	Kreuer 04, Beverly	PV-171268	102.50
228706	Leacock 04, Carey	PV-171265	26.25
228707	Monaghan 02, Kathryn	PV-171194	129.25
228708	Nalluri 04, Anupama	PV-171193	50.00
228709	OFFICE DEPOT	PV-171203	6.15
		PV-171204	70.09
228710	Rodas 75, Erica	PV-171198	27.00
228711	Saadat 03, Salmi	PV-171189	62.55
228712	Turner 79, Julie	PV-171202	58.55
228713	ALHAFIDH, SARAH	PV-171137	15.00
228714	BENNETT, KATHY	PV-171138	84.02
228715	BOWDEN, JOANNA	PV-171140	43.12
228716	CHOI, EUN YOUNG	PV-171141	244.51
228717	DEANG, MARIA	PV-171142	73.00
228718	GARCIA, ROXANA	PV-171232	300.00
228719	HAMPTON, CLARK	PV-171143	63.72
228720	HARLINE, ANDREW	PV-171144	30.00
228721	HOGAN, JOYCE	PV-171231	9.72
228722	LERUM, MICHELLE	PV-171145	89.67
228723	LOOFT, KIM	PV-171146	73.00
228724	NICHOLS, RICK	PV-171147	40.68
228725	O'TONER, ERIC	PV-171188	82.00
228726	PRIMICIAS, MELISSA	PV-171148	59.36
228727	RUST, LYNH N.	PV-171149	7.57
228728	SAGE, SCOTT	PV-171150	560.00
228729	SCHULTZ, BRIAN	PV-171152	562.76
228730	SMITH, SARAH T.	PV-171153	24.48
228731	YOGI, STACY	PV-171156	72.92
228732	THOMAS, FERNANDO OR JACLYN	PV-171233	109.96
228733	VOGEL, COURTNEY	PV-171154	146.63
228734	BOTHELHO, MARGO	PV-171139	498.97
228735	SALIMI, LAYLA	PV-171151	181.50
228736	SCHLICHT, SHANNON	PV-171187	13.67
228737	WILSON, CHRISTOPHER	PV-171155	4.66
228738	ALCALAY, TYLER	PV-171234	142.56
228739	ANTONIUS, LYNDA	PV-171235	32.40

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228740	BUCKMAN, JENNIFER	PV-171157	70.74
228741	CURLEY, JULIE	PV-171160	61.56
228742	FINNSSON, JAMIE	PV-171161	18.36
228743	GONG, PHOEBE	PV-171248	117.18
228744	GRAY, MONTSE	PV-171162	127.98
228745	GROSS, DEANNA	PV-171163	2.16
228746	GUTHARY, MIRIAM	PV-171158	56.70
228747	HANRATTY-RAJA, JENNIPHER	PV-171164	55.08
		PV-171165	35.64
		PV-171166	31.32
228748	HATCHER, JOSH	PV-171167	130.68
228749	HEINSEN, REBECCA	PV-171236	58.32
		PV-171237	43.20
		PV-171238	60.48
228750	HERNANDEZ, REAGAN	PV-171239	201.42
228751	HOOPER, GWYNETH	PV-171168	28.62
228752	IMSLAND, TRACEY	PV-171169	69.66
228753	JACOBS, ALLISON	PV-171240	41.58
228754	KIMINAS, ANTHONY	PV-171170	140.94
228755	KIMMELL, JULIE	PV-171171	113.40
228756	KLISTER, PAMELA	PV-171172	51.30
228757	KONOGERIS, KATHI	PV-171241	102.06
228758	LACHEMANN, DINA	PV-171173	68.58
228759	LANGE, KATHLEEN	PV-171242	103.82
228760	LINDROTH, RYAN	PV-171174	64.80
228761	MADRID, ANN R	PV-171159	29.70
228762	MARTZ, STARLINE	PV-171243	30.24
228763	MCCARTHY, JOHN	PV-171244	7.56
228764	MILLER, PATTY	PV-171175	32.45
228765	MITCHELL, KAREN	PV-171245	70.20
228766	MURPHY, MARISSA	PV-171176	73.98
228767	NETH, JESSICA	PV-171177	71.28
228768	NORRIS, MAUREEN	PV-171246	48.06
228769	PALMER, STRATTON	PV-171180	70.20
228770	PARSI, HOUPAND	PV-171178	30.24
228771	PETERSON, DEBRA	PV-171179	87.48
228772	SELECMAN, LANA	PV-171200	29.16
228773	SELING, TARA	PV-171181	38.34
228774	ST JOHN, ANDREA	PV-171182	40.50
228775	TALILI, MAILUMAI	PV-171247	95.58
228776	TICE, RUTH	PV-171183	42.66
228777	VILCEK, JULIE	PV-171184	82.62
228778	WIEDEMAN, LORI	PV-171185	131.76
228779	WILLIAMS, JOHN	PV-171186	89.10
228780	AGARWAL, SMITA OR ANSHUL	PV-171261	73.01

Board of Trustees Warrant Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228781	AHN, JIYEON	PV-171250	342.14
		PV-171251	1,548.46
228782	ALZAMORA, FERNANDO OR LUCERO	PV-171220	213.41
228783	BARTHOLOMEW, MICHAEL OR KARLA	PV-171219	68.90
228784	CHEN, GARY OR ERICA	PV-171223	174.10
228785	CONDIE, JOSHUA OR CAROL	PV-171214	16.85
228786	DICK, CRAIG OR BILLIE	PV-171208	207.36
		PV-171228	155.52
228787	FERREN, MATHEW & KATIE	PV-171222	249.91
228788	GARCIA, DANIEL	PV-171258	87.05
228789	GARCIA, MARIO OR SHANNON	PV-171216	149.69
228790	GARRINGER, RODNEY OR SARA	PV-171210	137.59
228791	GASCA, RAY OR KELLY	PV-171206	60.91
		PV-171217	146.88
228792	GRAGG, PATRICK OR TERRY	PV-171215	81.43
228793	GREEN, TRACY OR MELISSA	PV-171213	32.83
228794	HARRINGTON, JARED OR CANDICE	PV-171211	92.66
228795	HOGGATT, ROBERT OR VERONICA	PV-171225	42.12
228796	JARCHI, MICHAEL OR VALERIEA	PV-171249	521.64
228797	JOHNSON, EDWIN OR MELISSA	PV-171205	176.90
228798	KHALEGHI, BEHNAM OR NAZILA	PV-171263	178.85
228799	MARDER, JEFF	PV-171252	1,181.28
		PV-171253	144.90
		PV-171254	1,435.54
		PV-171256	123.55
228800	MARTINEZ, FELIX OR MARIA	PV-171260	77.76
228801	MARTINEZ, ROBERTO OR CHRISTINA	PV-171221	90.72
228802	MOHEB, MEHRDAD	PV-171262	58.97
228803	MOON, JAMES OR CINDY	PV-171212	90.72
228804	MYERS, EDWIN OR BRENDA	PV-171226	331.34
228805	NAKANISHI, KAZUYAKI OR LEANNE	PV-171259	224.64
228806	QUACH, HOANG	PV-171218	102.17
228807	QUENGA, JOSEPH OR TRACY	PV-171229	1,294.70
228808	RAMIREZ, JOSE	PV-171224	162.00
228809	SEAL, SOMNATH & PUJA	PV-171255	981.35
228810	SHAIA, GREG OR COURTNEY	PV-171207	151.63
228811	THOMAS, FERNANDO OR JACLYN	PV-171257	67.39
228812	TRITZ, RICHARD OR JULIE	PV-171209	16.85
228813	YUEN, ALBERT	PV-171227	80.78
228814	BOWIE ARNESON KADI WILES	PO-360057	94.00
228815	CITY OF SAN JUAN CAPISTRANO	PO-360109	20,350.11
228816	CONSOLIDATED ELECT DISTR	PO-360237	68.36
228817	COUNTY OF ORANGE-WASTE MNGT	PO-360110	792.88
228818	DANNIS WOLIVER KELLEY	PO-362780	2,366.00
228819	DENNIS PATRICK HANNA	PO-360975	450.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228820	G.A. DOMINGUEZ	PO-361753	11,197.20
228821	MOULTON NIGUEL WATER	PO-360111	6,091.23
228822	Q FENCE AND FABRICATION INC.	PO-360242	1,400.00
		PO-362951	9,370.00
228823	SAN DIEGO GAS & ELECTRIC	PO-360310	184,968.57
228824	SANTA MARGARITA WATER	PO-360112	8,250.96
228825	SCHOOL ENERGY COALITION	PO-363001	260.00
228826	SO CAL GAS CO	PO-360224	7,951.23
228827	SOUTH COAST FIRE PROTECTION	PO-361654	156.84
228828	SPORTS FACILITIES GROUP INC	PO-361108	7,555.00
228829	IGOR BERNIK	PO-356484	1,350.00
228830	KYA SERVICES LLC	PO-356913	257,540.82
228831	PLACEWORKS	PV-171230	841.50
228832	RUTHERFORD DESIGN	PO-362602	775.00
228833	R. JENSEN CO INC	PO-362943	16,780.46
		PO-362944	15,795.93
228834	SILVER CREEK INDUSTRIES INC	CL-161039	6,032.55
		CL-161040	5,461.05
		PO-355553	579.99
		PO-355554	913.49
228835	EXECUTIVE ENVIRONMENTAL SVCS	PO-361206	881.44
228836	AT&T	PO-360312	64.00
228837	MESA GOLF CARTS	PO-361102	163.76
228838	MISSION AUTO SERVICE	PO-362652	165.00
228839	MOBILE COMMUNICATIONS REPAIR	PO-362357	612.36
		PO-362941	1,020.60
		PO-362953	448.95
228840	MOBYMAX LLC	PO-362803	699.00
		PO-362839	99.00
228841	NAPT	PO-362884	100.00
228842	NASCO MODESTO	PO-362414	449.28
228843	NCS PEARSON INC.	PO-362158	2,899.79
		PO-362436	7,584.03
		PO-362487	176.05
228844	NEFF COMPANY	PO-362416	3,876.95
228845	O'REILLY AUTOMOTIVES INC	PO-361832	583.14
228846	OFFICE DEPOT	PO-360314	107.99
		PO-360315	716.66
		PO-361014	214.56
		PO-361159	23.08
		PO-361167	52.49
		PO-362018	212.21
		PO-362210	72.42
		PO-362573	13.59
		PO-362664	235.99

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228847	ORANGE COUNTY FIRE AUTHORITY	PO-360192	500.00
228848	PERMA-BOUND	PO-362065	414.88
		PO-362736	2,548.26
228849	PHILADELPHIA GRATING CO INC	PO-361626	5,475.64
228850	PHONAK LLC	PO-361793	157.39
228851	POSITIVE PROMOTIONS	PO-362949	261.55
228852	PRO-ED INC.	PO-362489	86.79
228853	PRUDENTIAL OVERALL SUP	PO-360911	65.72
		PO-362852	23.73
228854	SANTA MARGARITA FORD	PO-362169	59.62
228855	SCHOLASTIC BOOK FAIRS	PO-362574	3,038.75
228856	SCHOLASTIC INC	PO-361005	263.67
		PO-361006	2,784.82
		PO-361007	1,219.68
		PO-361010	4,514.15
		PO-361011	1,601.00
		PO-361012	1,986.60
		PO-361013	2,348.63
		PO-361016	336.20
		PO-361025	2,426.73
		PO-362774	173.25
228857	SCHOLASTIC INC	PO-361156	559.98
		PO-361223	150.76
		PO-362063	35.22
228858	SCHOLASTIC LIBRARY PUBLISHING	PO-362197	596.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228859	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-360293	170.77
		PO-360294	41.87
		PO-360295	670.23
		PO-360296	141.88
		PO-360297	64.16
		PO-360298	604.90
		PO-360301	170.83
		PO-360302	2,413.50
		PO-360303	10.84
		PO-360305	409.53
		PO-360306	181.73
		PO-360308	175.26
		PO-360408	27.73
		PO-360409	679.67
		PO-360498	348.82
		PO-360714	92.42
		PO-360716	1,943.89
		PO-360720	268.04
		PO-360721	164.26
		PO-360723	639.47
		PO-360724	263.01
		PO-360727	339.98
		PO-360730	999.61
		PO-360731	994.54
		PO-360736	25.33
		PO-360737	301.59
		PO-360738	98.71
		PO-360739	331.15
		PO-360740	184.96
		PO-360742	49.05
		PO-360743	2,089.36
		PO-360744	278.79
		PO-360745	166.40

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228860	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-360747	362.64
		PO-360748	463.40
		PO-360749	201.62
		PO-360750	482.60
		PO-360758	595.83
		PO-360759	41.22
		PO-360760	297.85
		PO-360761	96.21
		PO-360764	1,704.37
		PO-360765	55.26
		PO-360766	176.71
		PO-360767	109.08
		PO-360768	440.79
		PO-360824	1,839.62
		PO-361118	583.01
		PO-361119	214.95
		PO-361325	938.08
		PO-361385	433.38
		PO-361386	112.23
		PO-361471	110.74
		PO-361510	1,602.37
		PO-361517	2,538.10
		PO-361559	340.75
		PO-361641	363.66
		PO-361797	1,166.40
		PO-361800	633.39
		PO-361822	461.01
		PO-362036	1,185.03
		PO-362086	79.92
		PO-362095	220.32
		PO-362152	44.28
228861	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361320	162.79
		PO-361321	1,257.52
228862	OFFICE DEPOT	PO-360697	57.06
228863	OFFICE DEPOT	PO-360697	55.37
228864	OFFICE DEPOT	PO-360697	55.37
228865	ACCELERATE EDUCATION	PO-362084	1,245.00
228866	APPLE EDUCATION FINANCE	PO-362793	31.32
228867	AWARDS 'N MORE	PO-362740	160.44
228868	B & H PHOTOGRAPHY	PO-362642	79.57
228869	BFRANDU	PO-362913	205.29
228870	BJ BINDERY	PO-360650	562.00
228871	BRAIN POP LLC	CL-161193	1,695.00
		PO-362576	1,695.00
228872	CAROLINA BIOLOGICAL SUPPLY CO	PO-360527	642.67

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228873	CDW GOVERNMENT	PO-361181	255.88
		PO-362669	142.69
		PO-362704	119.22
		PO-362718	741.25
		PO-362784	1,655.64
228874	CHEFS' TOYS	PO-362911	2,562.49
228875	COMPLETE OFFICE OF CA	PO-360678	21.59
		PO-362570	10.58
228876	COSTCO S.J.C.	PO-360938	31.22
		PO-362756	38.53
228877	CULVER-NEULIN	PO-361020	372.60
228878	DENAULT'S HARDWARE	PO-362072	211.62
228879	DENAULT'S HARDWARE	PO-362539	61.08
228880	DIGITAL NETWORKS GROUP	PO-356694	72,195.94
228881	FOLLETT SCHOOL SOLUTIONS INC	PO-362735	26.67
228882	HAAS FACTORY OUTLET	PO-361112	38,894.24
		PO-361113	10,263.60
		PO-362977	204.00
		PO-362978	394.00
228883	HANDWRITING W/O TEARS	PO-360167	749.27
228884	HOUGHTON MIFFLIN HARCOURT	PO-362493	7,677.96
		PO-362732	124.81
228885	IMAGE APPAREL FOR BUSINESS INC	PO-362551	157.20
228886	INTERSTATE BATTERIES	PO-360810	2,810.40
228887	IPEVO INC	PO-362460	713.07
228888	J W PEPPER & SON INC	PO-360524	497.17
		PO-360823	342.39
228889	JACKSON-HIRSCH INC	PO-362655	45.86
228890	KLM BIO SCIENTIFIC	PO-361438	43.08
228891	LIFE TRENDS GROUP TLTG INC	PO-361848	81.65
228892	DSA	PO-362918	2,961.29
228893	DSA	PO-362919	993.38
228894	DSA	PO-362920	595.00
228895	DOMINO'S PIZZA	PV-171280	16,968.00
228896	Davis 04, Jennifer	PV-171273	306.75
228897	Dunn 04, Holly	PV-171275	23.50
228898	Farber 04, Jocelyn	PV-171272	28.40
228899	INDUSTRIAL ELECTRIC SERVICE	PV-171277	1,401.42
		PV-171278	1,236.03
228900	Jamora 04, JoAnn	PV-171274	25.00
228901	Jung 04, Anthony	PV-171276	64.70

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228902	MILLER MECHANICAL	PV-171282	387.92
		PV-171283	179.27
		PV-171284	2,031.92
		PV-171285	320.36
		PV-171286	420.02
		PV-171287	128.08
		PV-171288	493.48
		PV-171289	175.00
228903	No Yoon 81, Hyoung	PV-171281	6.00
228904	PACKAGING MACHINERY & PARTS	PV-171279	318.32
		PV-171291	145.80
228905	SMART & FINAL	PV-171290	65.61
228906	MARINE AIR INC	PO-361718	4,085.36
228907	MCGRAW-HILL SCHOOL EDUCATION	PO-360255	3,685.23
		PO-360256	3,022.73
		PO-360259	1,035.18
		PO-360260	2,236.02
		PO-360262	1,828.82
		PO-360263	3,968.20
		PO-360266	3,381.59
		PO-360272	4,106.21
		PO-360275	1,787.41
		PO-360279	1,635.59
		PO-360280	1,897.82
		PO-360453	1,664.06
		PO-360454	2,581.05
228908	RAM AIR ENGINEERING	PO-362207	16,269.48
228909	SEHI COMPUTER PRODUCTS INC	PO-360944	194.40
228910	SELECT EQUIPMENT	PO-360913	408.06
		PO-361078	51.00
228911	SHAMROCK MUSIC	PO-362046	85.00
228912	SIMPSON IRVINE INC	PO-362143	81.36
228913	THOMSON REUTERS/BARCLAYS	PO-361971	411.10
228914	TRAK ENGINEERING INC	PO-362172	2,266.21
228915	TRUCPAR CO	PO-361580	109.03
228916	WATERLINES TECHNOLOGIES INC	PO-360239	2,893.36
		PO-362619	2,720.32
228917	US BANK-PARS#6746022400	PO-360508	13,424.60
228918	MEBA C/O	PO-360339	3,849,779.51
228919	APEX AUDIO	PO-362002	2,171.49
228920	B & H PHOTOGRAPHY	PO-362643	238.71
		PO-362772	79.57
228921	BEN'S MUSIC WORKSHOP	PO-362141	1,941.40
228922	CAMCOR INC	PO-362749	729.68
228923	CINTAS CORP #640	PO-361465	41.42

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228924	COUTS HEATING AND COOLING	PO-361716	48,349.27
228925	FLINN SCIENTIFIC INC	PO-362646	91.20
228926	J W PEPPER & SON INC	PO-360823	64.80
228927	KELLY PAPER COMPANY	PO-360626	4,400.93
228928	KENNEDY INDUSTRIES INC	PO-362681	116.48
228929	CAPISTRANO CONNECTIONS ACADEMY	PO-360073	1,441,939.00
228930	COMMUNITY ROOTS ACADEMY	PO-360075	274,852.00
228931	JOURNEY CHARTER SCHOOL	PO-360072	207,248.00
228932	OCEAN INSTITUTE	PO-362887	415.00
		PO-363041	150.00
228933	OPPORTUNITY FOR LEARNING	PO-360071	59,645.00
228934	ORANGE COUNTY ACADEMY OF	PO-360405	112,681.00
228935	OXFORD ACADEMY	PO-360074	400,952.00
228936	SADDLEBACK COLLEGE	PO-363052	1,568.00
228937	SOUTH COAST ROP	PO-361205	159,000.00
228938	AARON AND LORRAINE GOLDSTEIN	PO-363027	587.24
228939	ALTERNATIVE COMM SVCS	PO-360065	4,240.00
228940	BEACON DAY SCHOOL	PO-361243	6,664.97
		PO-362830	2,917.43
228941	DAYLE MCINTOSH CENTER	PO-360472	1,152.00
228942	DEPT OF HEALTH CARE SERVICES	PO-362975	1,156.21
		PO-362976	1,893.20
228943	DEVEREUX TEXAS TREATMENT	PO-362820	26,359.50
228944	GAYLA M MASSEY PSY D	PO-361276	800.00
228945	HEAR NOW	CL-160795	655.00
		PO-360019	655.00
228946	JENNIFER RAO	PO-362426	347.75
228947	NEW HAVEN YOUTH & FAMILY	PO-361318	567.00
		PO-361887	378.00
		PO-362821	567.00
		PO-362822	567.00
		PO-362823	378.00
228948	OCEANVIEW SCHOOL	PO-362825	1,554.00
		PO-362831	1,554.00
		PO-362833	888.00
228949	OLIVE CREST ACADEMY CANAL ELEM	PO-361237	491.03
		PO-361238	3,225.04
		PO-361244	2,225.37
		PO-361845	7,286.21
		PO-362427	761.90
		PO-362829	660.48
228950	PORT VIEW PREPARATORY SCHOOL	PO-361525	2,247.10
		PO-362233	1,890.00
228951	SOLIANT HEALTH INC	PO-360035	9,480.50

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228952	SPECTRUM CENTER ROSSIER PARK	PO-361668	166.36
		PO-361669	166.36
		PO-361670	166.36
		PO-362826	224.43
228953	TERI INC	PO-362818	3,557.19
228954	WORKABILITY 1 REGION 1	PO-363009	75.00
228955	BLEIDISTEL, DEANNA	PV-171292	344.95
228956	FOOTE, CAROL	PV-171293	236.20
228957	JONES, KRISTIN	PV-171295	69.07
		PV-171296	137.43
228958	PATERNO, ROCCO	PV-171294	246.20
228959	SCHOOL SERVICES OF CALIF	PO-362100	1,855.00
228960	ORANGE COUNTY COUNCIL INC	PO-363033	28,680.00
228961	ABZAKH, NORMA	PV-171300	2,102.76
228962	CAPITOL ADVISORS GROUP LLC	PO-361332	11,000.00
228963	CONTEMPORARY SERVICES CORP.	PO-362650	760.00
228964	GOODWILL INDUSTRIES OF ORANGE	PO-362277	150.00
228965	HATCH & CESARIO	PO-361978	5,348.00
		PO-361979	240.00
228966	LCRA TRUST	PO-361283	8,802.50
228967	ORBACH HUFF SUAREZ & HENDERSON	PV-171297	272.90
		PV-171298	3,520.30
		PV-171299	28,865.65
228968	VAVRINEK TRINE DAY & CO LLP	PO-362598	20,250.00
228969	WOODRUFF SPRADLIN & SMART	PO-362145	90.00
228970	ABOVE ALL NAMES CONSTRUCTION	PO-360120	6,350.00
228971	BENS ASPHALT	PO-360119	6,780.00
228972	CITY OF SAN JUAN CAPISTRANO	PO-360109	5,525.62
228973	CONSOLIDATED ELECT DISTR	PO-360237	1,598.16
228974	DANNIS WOLIVER KELLEY	PO-362780	2,653.50
228975	E. STEWART AND ASSOCIATES	PO-360249	15,760.00
228976	GOVERNMENT FINANCIAL	PO-363023	12,443.38
228977	MOULTON NIGUEL WATER	PO-360111	13,777.17
228978	SAN DIEGO GAS & ELECTRIC	PO-360310	61,213.11
228979	SANTA MARGARITA WATER	PO-360112	5,037.89
228980	SO CAL GAS CO	PO-360224	1,877.37
228981	SOUTH COAST WATER DISTRICT	PO-360113	11,622.82
228982	SOUTHERN CALIFORNIA EDISON	PO-360309	5,948.63
228983	GILBERT & STEARNS INC	PO-363020	881.83
228984	WEATHERPROOFING TECHNOLOGIES	PO-361725	1,480.00
228985	CULVER-NEWLIN	PO-356416	8,023.95
228986	MTGL	PO-357223	250.00
228987	SCHOOL FACILITY CONSULT	PO-361293	2,311.25
228988	HMC ARCHITECTS	PO-361660	14,674.00
228989	PUBLIC ECONOMICS INC	PO-363026	250.00

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228990	ADAMSON, CORAL	PV-171380	156.60
228991	BIRKINSHAW, SANDY	PV-171379	99.36
228992	BOLLA, BRENDA	PV-171318	110.16
228993	BUTLER, SUSAN	PV-171319	135.00
228994	CARDIN, PATTI	PV-171381	150.66
228995	CONNOLLY, KAY	PV-171382	10.80
228996	CORTEZ, ROXANNE	PV-171383	238.68
228997	COX, ASHLEIGH	PV-171384	135.00
228998	DINSMOOR, JOY	PV-171394	69.12
228999	ELKINS, KAREN	PV-171375	184.68
229000	FEELY, MARNIE	PV-171321	267.30
229001	GILL, ARVINDER	PV-171395	178.20
		PV-171405	97.20
229002	JONES, JOSEPH	PV-171396	102.06
229003	KELLMAN, KATHLEEN	PV-171302	172.80
		PV-171322	213.30
229004	KOPELSON, KATHLEEN	PV-171397	169.02
229005	LEWIS, SHARON A.	PV-171398	100.98
229006	MARINO, ANJULI	PV-171323	31.86
		PV-171324	159.30
229007	MORRIS, LINDSEY	PV-171399	18.90
229008	NEE, KATHLEEN	PV-171325	164.16
229009	ORGILL, JANELL	PV-171385	97.20
229010	PANNING LA BATE, TINA	PV-171386	97.20
229011	PARKER, LAURA	PV-171326	89.64
229012	PARSI, HOUPAND	PV-171387	48.06
229013	RAHIMI, FARNAZ	PV-171388	28.08
229014	RASHIDI, AKRAM KIM	PV-171389	154.98
229015	RIDLEY, JEFF	PV-171404	25.92
229016	RODRIGUEZ, EDITH ADRIANA LEON	PV-171390	7.56
		PV-171391	22.68
229017	SELIKSON, DEBBIE	PV-171403	8.92
229018	SHUMATE, DAGMAR	PV-171327	240.30
229019	SMITH, ANNE	PV-171392	81.00
229020	WHITING, SUSAN	PV-171301	60.48
229021	WOLFSON, DONNA	PV-171393	143.64
229022	DAGARIN, JEAN-MARI	PV-171320	187.92
229023	ANZALONE, ANGELA	PV-171328	73.00
229024	CORPIN, JANET	PV-171307	154.00
229025	DAVIS, JEREMY	PV-171378	22.95
229026	GARCIA, VALERIA	PV-171377	12.00
229027	GRUNFELD, NOA	PV-171308	21.00
229028	KITAMURA, RYO OR YUJI	PV-171309	21.00
229029	MARTIN, LINDA	PV-171343	374.37
229030	POE, BARRY OR G CHRISTIANA	PV-171310	117.00

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
229031	POHL, DAVE	PV-171311	82.00
229032	PRICE, ROSALINDA	PV-171317	20.00
229033	RICHARDSON, JOSH	PV-171337	73.00
229034	ROLDAN, RICHARD OR KATRINA	PV-171313	15.00
229035	Rickabus 05, Marji	PV-171312	15.00
229036	SAN JUAN HILLS HS ASB	PV-171314	200.00
229037	SANCHEZ, SARAY	PV-171401	15.00
229038	SERRANO, ALICIA	PV-171339	73.00
229039	SILESKEI, MICHELLE	PV-171402	18.00
229040	SOTELO, FERNANDO	PV-171315	83.29
229041	WINKER, RYLEN	PV-171304	15.00
229042	AKISANMI, GABRIEL	PV-171306	50.00
229043	AROSTEGUI, NORIKO	PV-171376	275.00
229044	TURK, KENNA	PV-171316	367.91
229045	Adams 04, Susan	PV-171340	50.30
229046	BARAJAS, DELIA	PV-171342	61.02
229047	Chang 04, Bruce	PV-171330	31.50
229048	Diacio 75, Gina	PV-171341	38.25
229049	Ekstrom 04, Andrea	PV-171335	52.25
229050	FOOD SAFETY SYSTEMS	PV-171352	5,700.00
229051	GALASSO'S BAKERY	PV-171355	553.45
		PV-171356	592.50
		PV-171357	589.39
		PV-171358	749.30
		PV-171359	270.40
		PV-171360	690.16
		PV-171361	442.40
		PV-171362	179.85
		PV-171363	247.85
		PV-171364	250.70
		PV-171365	201.00
		PV-171366	127.55
		PV-171367	160.90
		PV-171368	192.30
		PV-171369	226.18
		PV-171370	115.10
		PV-171371	101.10
		PV-171372	46.73
		PV-171373	3,918.13
229052	INDUSTRIAL ELECTRIC SERVICE	PV-171353	938.28
229053	MILLER MECHANICAL	PV-171354	270.36
229054	Mahdi 04, Lauren	PV-171332	15.55
229055	Mashoof 04, Neda	PV-171338	60.04
229056	Miller 04, John or Tiffany	PV-171334	12.80
229057	Nasiri 04, Ali	PV-171329	30.20

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
229058	Nocon 04, Melissa	PV-171331	22.50
229059	OFFICE DEPOT	PV-171350	122.12
		PV-171351	18.35
229060	P & R PAPER SUPPLY COMPANY	PV-171346	18,510.48
229061	Pace 04, Domarina	PV-171333	159.05
229062	Palermo 04, Barbara	PV-171336	25.00
229063	ZAMARRIPA, LORENA	PV-171344	45.36
229064	MERCURY DISPOSAL SYSTEM INC	PO-361439	636.80
229065	MHS	PO-361965	2,759.72
229066	MIRACLE RECREATION EQUIPMENT	PO-360186	1,264.43
229067	NASCO MODESTO	PO-362040	7,284.99
229068	NCS PEARSON INC.	PO-362335	684.10
		PO-362846	330.60
229069	ONE STOP BINDERY	PO-361160	347.50
229070	PEARSON EDUCATION INC.	CM-170061	518.27-
		CM-170062	379.17-
		PO-362242	690.03
		PO-362248	1,462.55
		PO-362731	1,150.36
229071	PERMA-BOUND	PO-362729	1,030.32
229072	POSITIVE PROMOTIONS	PO-362741	86.85
229073	PRINT & FINISHING SOLUTIONS	PO-360652	340.78
229074	PROGRESS PUBL	PO-361482	762.05
229075	R&S SOIL PRODUCTS INC	PO-360101	2,632.80
229076	RESOURCES FOR EDUCATORS	PO-362563	646.00
229077	S&S WORLDWIDE INC	PO-362702	52.13
229078	SCHOLASTIC INC	PO-361012	130.68
		PO-361172	577.50
229079	SITEONE LANDSCAPE SUPPLY LLC	PO-360106	552.45
229080	SKYLIGHT PUBLISHING	PO-362176	174.00
229081	SMARDAN SUPPLY COMPANY	PO-360214	45.36
229082	SPICERS PAPER	PO-360622	7,022.57
229083	STARKEY LABORATORIES INC	PO-363075	89.63
229084	STOTZ EQUIPMENT	PO-360070	54,391.20
229085	SUNRIVER DISTRIBUTORS DBA	PO-362501	3,089.60
229086	SUPER DUPER INC.	PO-362841	94.90
		PO-362842	232.88
229087	SWEETWATER SOUND	PO-361714	636.25
		PO-361831	13,043.27
229088	BURGDORF, DONNA	PV-171347	91.98
229089	STATE BD EQUALIZATION	PV-171400	2,570.00
229090	CORVEL CORPORATION	PO-360343	186,651.08
229091	CORVEL CORPORATION INC	PO-361158	85,427.00
229092	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	65,526.15

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
229093	CHLIC-CHICAGO	PO-360334	26,614.09
		PO-360336	15,784.15
229094	CAL WEEKLY EXPLORER INC	PO-363103	640.00
229095	DEPARTMENT OF JUSTICE	PO-360561	5,991.00
229096	EDMENTUM	PO-362934	1,514.00
229097	IMAGINE LEARNING INC	PO-362866	24,300.00
229098	LEARNING A-Z	PO-362855	109.95
229099	MOVIE LICENSING USA	PO-363066	436.00
229100	OPPORTUNITY FOR LEARNING	CM-170063	4,197.45-
		PV-171374	11,465.00
229101	BUSINESS INTERPRISE	PO-360022	4,112.50
229102	JENNIFER TONEY SPEECH	PO-360021	3,200.00
229103	LAURA S. PHILLIPS	PO-360030	1,000.00
229104	MOLDAUER, PAMELA S.	PO-360016	2,275.00
229105	ROZENBERG, ABBY	PO-363012	62.50
229106	SHACK-LAPPIN, CAROL	PO-360018	2,805.00
229107	SPEECH & LANGUAGE DEVELOPMENT	PO-361846	1,963.50
		PO-361850	2,385.50
		PO-361853	1,110.50
		PO-362234	1,964.00
		PO-362428	96.00
229108	ACSA/FOUNDATION FOR EDUC	PO-362968	499.00
229109	CASC	PO-363115	110.00
229110	EATON, BOB	PV-171349	150.66
229111	EL-SOKKARY, SHANNON	PV-171348	586.89
229112	ALBUM AGENCY DBA ALBUM	PO-363039	9,600.00
229113	BEST BEST & KRIEGER LLP	PO-362338	11,612.62
229114	CAPITOL ADVISORS GROUP LLC	PO-361332	1,107.66
229115	GAYLE PARIDE	PO-361281	2,942.50
229116	GOODWILL INDUSTRIES OF ORANGE	PO-362277	300.00
229117	HARBOTTLE LAW GROUP	PO-362377	1,975.00
		PO-362629	34,374.79
229118	YMCA OF ORANGE COUNTY	PO-361184	600.00
229119	A Z BUS SALES INC	PO-360804	6,042.84
229120	ACADEMIC THERAPY PUBL	PO-362813	283.20
229121	ALISO NIGUEL AUTO CARE	PO-362282	1,387.71
229122	APPLE EDUCATION FINANCE	PO-362670	1,004.16
229123	B & H PHOTOGRAPHY	PO-362789	107.70
229124	BERTRAND MUSIC ENTERPRISES INC	PO-362950	1,457.97
229125	BIOMETRICS4ALL INC	PO-360558	213.00
229126	BLAIRS TOWING INC	PO-360612	1,125.00
229127	BUSWEST	PO-362412	9,215.51
229128	CAL-STATE AUTO PARTS INC	PO-360805	3,775.56
229129	CDW GOVERNMENT	PO-362166	3,085.00
229130	CINTAS CORP #640	PO-360614	761.12

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
229131	COLLINS MUFFLER AND HITCH CO	PO-360613	365.04
229132	COMPLETE OFFICE OF CA	PO-360678	88.54
229133	CROWN VALLEY TRANS	PO-361073	5,494.60
229134	DANIELS TIRE SERVICE	PO-361075	7,291.51
229135	DELTA EDUCATION	PO-360320	1,304.80
229136	DENAULT'S HARDWARE	PO-360598	500.83
229137	DMV RENEWAL	PO-363144	20.00
229138	FACTORY MOTOR PARTS	PO-360808	784.30
229139	FASTENAL	PO-361583	318.47
229140	FISHER SCIENTIFIC	PO-360529	141.70
229141	FORENSIC ANALYTICAL CONSULTING	PO-363145	9,579.90
229142	FRICTION MATERIALS CO.	PO-361088	1,370.18
229143	GOPHER ATHLETIC/SPORTS	PO-362220	115.30
		PO-362682	172.58
		PO-362684	902.32
		PO-362696	1,436.62
		PO-362698	989.28
229144	INTERSTATE BATTERIES	PO-360810	1,029.79
229145	LAKESHORE LEARNING MATLS	PO-362848	491.45
229146	LIFETRENDS GROUP	PO-362904	223.44
229147	THE BETTY MILLS COMPANY	PO-362861	196.68
229148	MISSION AUTO SERVICE	PO-362652	811.44
229149	MOBILE FLEET WASH	PO-362167	1,050.00
229150	OC TANK TESTING INC	PO-361467	3,485.00
229151	ORANGE AUTO PARTS & SUPPLY LLC	PO-361972	663.12
229152	PARKHOUSE TIRE INC.	PO-362081	3,122.01
229153	PC & MACEXCHANGE	PO-362874	1,053.00
		PO-362936	1,053.00
		PO-363031	1,053.00
		PO-363037	1,053.00
229154	PEP BOYS	PO-360814	193.99
229155	QUALITY TOWING	PO-361084	138.00
229156	RINCON TRUCK CENTER INC	PO-361062	21,498.12
		PO-361828	1,315.40
229157	ROMAINE ELECTRIC CORP	PO-362496	652.27
229158	SANTA MARGARITA FORD	PO-362169	1,266.18
229159	SIMPSON IRVINE INC	PO-362143	440.00
229160	SNAP-ON INDUSTRIAL	PO-361087	309.22
		PO-361823	22.03
229161	TIME FOR KIDS	PO-361485	1,127.84
229162	TODD'S TEES	PO-362615	409.50
229163	UNIQUE SWEEPING	PO-362180	281.00
229164	UNITED RENTALS(NORTH AMERICA)	PO-362408	2,433.35
229165	US AIR CONDITIONING DIST.	PO-360130	1,867.36
229166	VIRTUAL WATER SERVICES	PO-361883	775.80

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 26, 2016

Warrant Number	Name of Payee	Reference Number	Amount
229167	VISTA PAINT CORP	PO-360218	1,313.63
229168	VORTEX INDUSTRIES INC.	PO-361256	558.88
		PO-361963	3,242.00
229169	WARD'S	PO-362638	673.92
229170	WARDS SCIENCE	PO-361891	8,043.52
		PO-362457	486.22
		PO-362665	101.64
229171	1ST JON	PO-362359	1,125.59
		PO-362860	4,857.51
229172	ADVANTAGE WEST INVESTMENT	-	
		PO-361124	28,869.73
229173	ADVANTAGE WEST INVESTMENT	PO-361124	274.68
229174	ARTESIA SAWDUST	PO-360088	3,654.60
229175	BEACH CITIES GLASS INC	PO-360979	5,615.98
229176	BEE MAN	PO-361863	1,040.00
229177	BJ BINDERY	PO-360650	298.00
229178	BRINKS INC.	PO-361376	166.65
229179	CAPISTRANO GOLF CARS	PO-361114	5,362.00
229180	DENAULT'S HARDWARE	PO-360117	194.49
229181	DENNIS PATRICK HANNA	PO-360975	300.00
229182	DEWEYS HOME APPLIANCES	PO-361951	120.00
229183	EBERHARD EQUIPMENT	PO-361251	5,670.00
229184	EWING IRRIGATION PRODUCTS INC	PO-362144	232.44
229185	FOLLETT SCHOOL SOLUTIONS INC	CM-170064	67.22-
		PO-361602	229.44
		PO-361613	556.09
		PO-362733	20.36
229186	FREE SPIRIT PUBLISHING	PO-362885	1,919.20
229187	GLEN PRODUCTS	PO-360171	361.72
229188	HD SUPPLY CONSTRUCTION AND	PO-360114	566.50
		PO-360123	261.58
229189	HD SUPPLY FACILITIES MAINTN	PO-360084	35.58
229190	HIRSCH PIPE & SUPPLY	PO-360174	2,089.27
229191	HOUGHTON MIFFLIN HARCOURT	PO-362249	3,840.37
229192	IMAGE 2000	PO-361094	105.00
229193	IMAGE APPAREL FOR BUSINESS INC	PO-362551	401.07
229194	JOHNSTONE SUPPLY	PO-360179	24,568.07
229195	LOCAL JANITORIAL & VACUUM	PO-360080	226.69
644 Warrants			\$9,302,214.91

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/24/2015
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Accuvant	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
AMS.NET Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Backus & Ernst	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Ben's Asphalt, Inc.	Bid No. 1516-25 Asphalt Paving, Seal coating and Repair	5/11/2016
Bergman Dacey Goldsmith	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Best Best & Krieger	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Blue Label Power, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Burke Williams & Sorensen	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
CA Track & Engineering	California Multiple Award Schedule (CMAS) Contract No. 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	California Multiple Award Schedule (CMAS) Contract No. 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDW Government, LLC	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract (WSCA) No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services,	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100-15, Pool Supplies	10/8/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1516-24 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	5/25/2016
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dannis Woliver Kelley	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade	4/22/2015
Dave Bang Associates, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-15-78-0013E for Fitness Equipment and Park and Playground Equipment.	10/14/2015
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule (CMAS) Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector	12/8/2008
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-14-58-0074A, for Non Information Technology Goods	9/23/2015
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Information Technology Goods & Services	10/14/2015
Digital Networks Group, Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
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
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule (CMAS) Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fagen Friedman & Fulfroft	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
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
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014 6/24/2015
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Hanford Hyundai	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Harbottle	RFQ 1-1516 - Legal Services (General)	9/9/2015
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hatch and Cesario	RFQ 1-1516 - Legal Services (General)	9/9/2015
Herff Jones	RFQ 2-1516 - Yearbook Services	9/9/2015
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Jostens	RFP 2-1516 - Yearbook Services	9/9/2015
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
KYA Services, LLC	California Multiple Award Schedule (CMAS) Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) Contract No. B27168	6/25/2014
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Lozano Smith	RFQ 1-1516 - Legal Services (General)	9/9/2015
McFarlin & Anderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Neopost	Bid 1516-09 Newhart MS HVAC Replacement	10/14/2015
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
NKS Mechanical Contracting	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
Norton Rose Fulbright	RFQ 1-1516 - Legal Services (General)	9/9/2015
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
Orbach Huff Suarez & Henderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orrick Herrington & Sutcliffe	RFQ 1-1516 - Legal Services (General)	9/9/2015
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Paul C. Miller Construction Co., Inc.	Bid No. 1516-10 San Clemente High School Building 800	9/28/2016
Paul C. Miller Construction Co., Inc.	Bid No. 1617-01 San Juan Hills High School Building J	9/28/2016
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Quint & Thimming LLP	RFQ 1-1516 - Legal Services (General)	9/9/2015
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Riverview International	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	California Multiple Award Scheduld (CMAS) Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
Sedgwick	RFQ 1-1516 - Legal Services (General)	9/9/2015

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	1/27/2016
Silvercreek Industries, Inc.	Bid. 14/15-3 Chula Vista Elementary	2/24/2016
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies	2/24/2016
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Stradling Yocca Carlson & Rauth	RFQ 1-1516 - Legal Services (General)	9/9/2015
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
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
Tel-Tec Security System	California Multiple Award Schedule (CMAS) Contract No. 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Val-Pro, Inc., dba Valley Fruit & Produce Co.	Bid No. 1617-05 Fresh Produce (Fruits & Vegetables) Products and Services	9/28/2016
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Verizon Wireless	Western State Contracting Alliance (WSCA) 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015

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

VENDOR	TITLE	BOARD APPROVAL DATE
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
Weatherproofing Technologies	1516-08 Districtwide Roof Assessments & Preventative Roof Maintenance	9/9/2015
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract (CMAS) No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
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 Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMSA) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
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
Xerox Corporation	California Multiple Award Schedule (CMAS) Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 10/10/16

2016-17

112650 A & R WHOLESALE DISTRIBUTORS	391,629.00
146968 ABOVE ALL NAMES CONSTRUCTION	279,230.65
112173 ALLIANCE OF SCHOOLS FOR	2,055,737.00
004090 APPLE COMPUTER INC	305,294.20
049767 BENS ASPHALT	543,212.80
148691 CALIFORNIA STATE TEACHER'S	252,302.20
118161 CAPISTRANO CONNECTIONS ACADEMY	5,947,998.00
120141 CAPISTRANO UNIFIED SCHOOL DIST	984,648.60
106764 CDWG Inc	341,500.65
146265 COMMUNITY ROOTS ACADEMY	1,135,654.00
122828 CORVEL ENTERPRISE COMP INC	776,096.05
024000 CULVER-NEWLIN	262,091.21
152838 FASTECH	274,423.17
041995 HOUGHTON MIFFLIN CO	2,398,876.88
105873 JOURNEY CHARTER SCHOOL	854,899.00
152347 KYA SERVICES LLC	383,061.86
150703 MEBA C/O	15,182,926.34
113144 OPPORTUNITY FOR LEARNING	368,550.47
153868 ORANGE COUNTY ACADEMY OF	464,807.00
066570 ORANGE COUNTY DEPT OF EDUC	1,045,903.14
146264 OXFORD ACADEMY	1,653,927.00
142564 PAUL C MILLER CONSTRUCTION CO	587,526.22
105435 PEARSON EDUCATION INC	639,367.32
153379 R. JENSEN CO INC	845,509.04
078255 SAN DIEGO GAS & ELECTRIC	2,471,632.06
150282 SILVER CREEK INDUSTRIES INC	523,277.80
149669 SOUTH COAST ROP	1,470,488.85
122718 SOUTHERN CALIFORNIA EDISON	501,758.05
153712 STATES LINK CONSTRUCTION INC	1,211,255.38
147868 US BANK	2,472,486.47
099210 XEROX CORPORATION	566,002.92

OCTOBER 26, 2016 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
PSA	1617222	Special Education	Creative Behavior Interventions	Provide behavior intervention services to District students as identified by District staff	7-1-16 to 6-30-17	\$2,700.00
ICA	1617223	General Fund	Guida Surveying, Incorporated	Provide professional land surveying service	9-1-16 to 6-30-17	\$50,000.00
ICA	1617224	Deferred Maintenance	Facility Inspection Services, Incorporated	Provide facility inspection of school sites to complete the Facility Inspection Tool (FIT) developed by the Office of Public School Construction	11-2-16 to 12-26-16	\$23,175.00
ICA	1617225	LCFF Supplement	Caroline Lopez	Provide professional development presentation on developing SMART goals, action plans, pre/post surveys and presentations for school counselors	10-31-16 to 10-31-16	\$1,000.00
PSA	1617226	Special Education	Goodwill Industries of Orange County dba Assistive Technology Exchange Center	Provide augmentative alternative communication evaluation and other related services for District students	7-1-16 to 6-30-17	\$5,000.00
ICA	1617227	Title I and Gift Funds	The Ecology Center	Provide field trip opportunities to District students and trainings for District teachers	8-15-16 to 6-30-17	\$10,000.00
PSA	1617229	Special Education	Collaborative Learning Solutions, LLC	Provide consultation and technical assistance to strategize and implement 2016 FCMAT recommendations and other needed services	9-1-16 to 6-30-17	\$30,000.00

Total \$121,875.00

AMENDMENTS

TYPE	CONTRACT NO	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
ICA	1617119	General Fund	RAR Consulting Group, Incorporated	Provide leadership support and coaching	Extend contract term from 9-30-16 to 11-30-16 and increase contract amount from \$40,000 to \$50,000	\$10,000.00
ICA	1617131	General and Gift Funds	The Imagination Machine, Incorporated	Provide writing focused assemblies	Increase contract amount from \$1,500 to \$45,000	\$43,500.00
MCA	1213068	Special Education	T.E.R.I. Inc. & The Country School	Basic education program/Special Education instruction	Extend contract term to cover the FY1617	\$60,000.00
ICA	1617184	General and Gift Funds	The Alarm and Sprinkler Company	Fire alarm inspections, repairs, and certifications	Increase contract amount from \$40,000 to \$80,000	\$40,000.00

Total \$153,500.00

ICA - Independent Contractor Agreement

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 dollars amount as it may limit the flexibility to place special education students in a timely manner.



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 27, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

CREATIVE BEHAVIOR INTERVENTIONS

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 **\$2,700.00** in the aggregate under term of this Agreement.

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

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

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

IN WITNESS 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: October 26, 2016

CONSULTANT

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN _____

EXHIBIT A



Creative Behavior Interventions

NPA Certification #: 1A-30-178

EIN #: 900583742

Direct Line: (949) 328-7688 ext 2002.

Fax: (949) 328-7689

Fee Schedule for 2016-2017

Service	Fee Per Hour
Supervision - Behavior Intervention Including but not limited to: Development and Modification, Consulting, Report Writing, Goals Development, Clinic attendance for Supervisor, IEP attendance	\$150.00
1:1 Behavior Intervention - Implementation of Behavior Modification Plans in the home and school setting, Clinic attendance.	\$65.00
Behavior Assessments - Including but not limited to: Observations across all settings, Parent/Staff Interview, Review of records, scoring, report writing	\$2,800
Other: Travel Time	\$50.00/hour
Other: Costs occurred (car rental, gas, accommodations)	Reimburse Amount

Information:

Denise Eckman, Psy.D, BCBA-D,
949-861-1580
President and Clinical Director
Email: DrEckman@cbibelieves.com

Business Services:

Mary Tran
949-328-7688 ext. 2002
Vice President
Email: MTTran@cbibelieves.com

Business Address: 3002 Dow Avenue #122, Tustin, CA 92780

Mailing Address: 3002 Dow Avenue #122, Tustin, CA 92780



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 27, 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".

GUIDA SURVEYING INC.

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

WHEREAS, District is in need of such services from time to time, specifically 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: **\$50,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **September 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.

[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: October 26, 2016

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN: _____



EXHIBIT A

GUIDA SURVEYING RATES

Rates effective July 1, 2016 through June 30, 2017

RATE	PER	PERSONNEL
\$175.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$265.00	HOUR	2 MAN SURVEY CREW
\$365.00	HOUR	3 MAN SURVEY CREW
\$ 80.00	HOUR	RESEARCH CLERICAL
\$125.00	HOUR	DRAFT / CADD OPERATOR / CHAINMAN
\$145.00	HOUR	PROJECT SURVEYOR
\$165.00	HOUR	PROJECT MANAGER/L.S.
\$195.00	HOUR	SENIOR PROJECT MANAGER/Principal
\$GSA	per person	Based on GSA Rate
<p>Overtime is 1.5 times rates above Double overtime is 2.0 times the rates above Night work 1.5 times rates above</p> <p>15% will be added to all reproduction, research material, and delivery services</p> <p>Mileage will be billed at the federal rate</p>		



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 27, 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".

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, 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: **\$23,175.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **November 2, 2016 to December 26, 2016**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: October 26, 2016

Contractor

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN: _____

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

"Exhibit A"

This FACILITY INSPECTION AGREEMENT is entered into this day of October, 2016 (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 **November 2nd, 2016** (the "Effective Date") and will automatically expire on **December 23rd, 2016** (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 **\$23,175.00** (the "Fee") as indicated in the "Price Quote for Services."
- b. **Payment Plan.** The Fee is payable in one installment, installment of **(\$23,175.00)** is due upon 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.

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: 9/12/16
 Print Name: Scott Newmann
 Title: President
 Company: Facility Inspection Services
 Address: 7237 San Luis
Carlsbad, CA 92011
 Phone: (928) 897-9220
 Email: facilityinspectionsservices@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 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, ^{if 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.} ^{claimed}
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. ^{Orange}
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, catastrophes or 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.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 27, 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".

CAROLINE LOPEZ

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: **\$1,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for one day for presentation scheduled on October 31, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: October 26, 2016

Contractor

Signature: _____
 Name: _____
 Title: _____
 Address: _____

 Email Address: _____
 FEIN: _____

EXHIBIT A

FEE SCHEDULE

Caroline Lopez

1420 E. Stearns Ave. #3

La Habra, CA 90631

(323)204-1411

carolinelopez32@gmail.com

One day of professional development workshop

Presentation on October 31, 2016

Developing SMART goals, action plans, pre/post surveys and presentations for school counselors.

Speaking fee includes

presenter fees and travel expenses.

Speaking fee: \$1,000.00



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 27, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

GOODWILL INDUSTRIES OF ORANGE COUNTY DBA ASSISTIVE TECHNOLOGY EXCHANGE CENTER

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

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

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

☒ 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: October 26, 2016

CONSULTANT

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN _____



ATEC PROGRAM DESCRIPTION

ATEC is a comprehensive assistive technology resource center that is one of the vital health and human services programs of Goodwill of Orange County. We have been helping people with disabilities and other barriers maximize their independence since 1996. We offer consultation and evaluation services, equipment trial, equipment loan and reuse and support in learning how to use assistive technology equipment.

DESCRIPTION OF ATEC SERVICES

The ATEC Staff wants to ensure that the client, family, and referral source know what to expect during an assistive technology evaluation.

Number of Evaluation Sessions

An ATEC evaluation usually requires a **minimum** of two appointments. Most ATEC appointments are two hours in length. The number of appointments and length required will vary on occasion depending on the client's specific needs and abilities.

Location of Evaluation Sessions

The appointments are typically scheduled in the environment most appropriate to the client's goals (e.g. client's place of work, client's home, school-site or ATEC). At least one appointment should take place at ATEC to allow access to the widest array of assistive technology. Services provided at off-site locations may require an additional fee for travel time and mileage. For services out of ATEC's catchment area, please see the "**Alternate Service Delivery Options**" section.

People Involved in Evaluation

To ensure the most effective Evaluation, ATEC requests that the client's "circle of support" be involved. Members of the client's "circle of support" include his/her family, friends, employer, school staff, medical or rehabilitation support personnel to mention a few. Members of the "circle of support" will be invited to participate in both the Evaluation and Training.

Additional Appointments

Additional appointments will be recommended as necessary to ensure that the evaluation is complete and appropriate. In the event that an additional appointment(s) is/are necessary ATEC will contact the referring agency to request additional hours.

Assistive Technology Report

A comprehensive report will be written following the evaluation. Lead-time for issuing the report is approximately 2 weeks following the last appointment.

Professionalism of ATEC Staff

ATEC staff is qualified to make recommendations in the field of assistive technology. ATEC staff consists of licensed speech and language pathologists, and a certified rehabilitation engineer. All clinical staff has post-graduate degrees in their respective fields, and all have completed credentialing programs to ensure that we provide knowledgeable assistive technology services to people with disabilities.

Types of Assistive Technology Services

The following is a brief description of the assistive technology services that ATEC provides. Please keep in mind that all services are tailored to the needs of the individual. For a more detailed description please contact an ATEC Case Manager.

Augmentative Alternative Communication (AAC) Evaluation

The purpose of this evaluation is to determine an appropriate AAC system or device to meet the client's growing communication needs and to create a plan to incorporate this system into the client's daily life. A certified speech and language pathologist will complete the evaluation with support from a rehabilitation engineer, and/or technology specialist as appropriate.

Information will be gathered through interviewing the client and his/her "circle of support", observation, evaluation measures and direct language and communication tasks. Appropriate AAC devices/systems will be tried and/or loaned in order to determine which devices will best meet the client's communication needs.

Computer Access Evaluation

The purpose of a computer access evaluation is to provide a client with physical or other limitations the means of accessing a computer for work or personal needs. Various equipment will be tried and/or loaned in order to determine a strategy for accessing a computer.

Educational Technology Evaluation

The purpose of this evaluation is to identify the software and technology a client with learning disabilities or other disabilities needs for support. This evaluation will consider the difficulties that a client may have in acquiring, organizing or expressing information. A learning disability may impair the ability to read, write, spell, listen, reason, speak or calculate.

Other Assistive Technology Evaluations

Assistive technology equipment has been developed for nearly every type of vocational/life function. ATEC has over 1,000 pieces of equipment and is able to conduct a wide range of "other" types of assistive technology evaluations, e.g. electronic aides to daily living. As a partial list, ATEC is able to conduct evaluations for persons with vision, hearing, memory, and physical limitations.

Assistive Technology Training

The purpose of training is to ensure that the client and his/her "circle of support" are able to use assistive technology efficiently and effectively to meet their needs. Training can occur in a variety of forms depending on the needs of the individual and the technology purchased. Training can be conducted in any environment, (e.g. work, school, or home). Services provided at off-site locations may require an additional fee for travel time and mileage. For services out of ATEC's catchment area, please see the "**Alternate Service Delivery Options**" section.

Assistive Technology Technical Support

ATEC has specialized staff to perform technical support (e.g. equipment testing, repair, delivery, installation, and/or training) for client equipment.



Alternate Service Delivery Options*

*Primarily for referring agencies outside of ATEC's catchment area

ATEC's catchment area covers Orange County and parts of surrounding counties and has limitations to providing off-site services beyond the catchment area. ATEC is committed to providing professional services to areas that are beyond our ability to travel to by providing the following "Alternate Service Delivery Options," of which the referring agency can select the option that would work best for their client.

Evaluation Services

Depending on the location of the client, ATEC may be able to provide an Evaluation as stated in the "ATEC Description of Services" section. ATEC will inform the referring party in the case that services will need to be provided through an alternate option.

Alternate Evaluation Service Options:

1) All Evaluation Appointments Provided at ATEC

Two Options:

- a. Two appointments scheduled at ATEC – One appointment with the client and with the client's family/conservator (as appropriate) and the second appointment scheduled with client's support team (i.e. therapists, teachers, counselor, etc.)
- b. One appointment scheduled at ATEC – One appointment (may be longer in length, 2+ hours) with client and all appropriate "circle of support" members.

2) One Evaluation Appointment Provided at ATEC and One Evaluation Appointment Provided Virtually

For this option, one appointment is scheduled at ATEC with the client and the client's family/conservator (as appropriate) and the second appointment is scheduled as a "virtual" appointment with the appropriate "circle of support" members. The "virtual" appointment can be done in a combination of ways, such as telephone conference, screen sharing and video conferencing. The way the "virtual" appointment is scheduled is determined by the type of evaluation, technical capabilities, and the information needed. This option may also include a short preliminary meeting with the "case carrier" or primary contact for the support team.

Training and Follow-up Services

The purpose of training is to ensure that the client and his/her "circle of support" are able to use assistive technology efficiently and effectively to meet their needs. Training can occur in a variety of forms depending on the needs of the individual and the technology recommended. Following the Evaluation service, ATEC's case manager will provide "Recommendation Options" for the referring agency to select, should the client and referring agency want to move forward with ATEC's recommendations. These options may be provided as follows:

Alternate Training and Follow-up Service Options:

1) Client Training Provided at ATEC (may include appropriate "circle of support" members)

This option provides direct client training, and may also include participation of client's "circle of support", such as family/caregivers, therapists, aides, teachers, employers, etc.

2) Professional Development Training Provided at ATEC for client's "circle of support"

This option provides professional development training to the client's "circle of support". This option educates the "circle of support" (i.e. family/caregivers, therapists, aides, teachers, employers, etc.) on the recommended technology so they can appropriately support the client and implement the technology.

3) Virtual Consultations

This option is provided for clients and/or "circle of support" members who are confident in the technology recommended and may need occasional consultations during the implementation process. These would be provided "virtually," and can be done in a combination of ways, such as telephone conference, screen sharing and video conferencing. The way the "virtual" appointment is scheduled is determined by the type of technology recommended, technical capabilities, and the level of support needed.



2016-2017 ATEC Fee Schedule

Assessments* – Rate \$105.49/hr
**9-hour minimum*

Trial-period, Programming, Preparation & Training – Rate \$105.49/hr

IEP, Telephone Conference, Consultation Services – Rate \$105.49/hr

Professional Development & Training – Rate \$105.49/hr

Mileage (roundtrip) – Current federal rate per mile

Travel Time (roundtrip) – Contact ATEC for details on travel time rates *(determined by location and if within catchment area to travel)*

Note for Contract/Consulting Agreements

Agency Name List As:

Goodwill Industries of Orange County, CA DBA Assistive Technology Exchange Center

Agency Address (corporate address):

410 N. Fairview, Santa Ana, CA 92703

Agency Authorized Representatives for Signature:

Kathy Copeland, Ph.D., Vice President of Human Services *(for contracts under 5K)*

Frank Talarico, Jr., President & CEO *(for contracts 5K and over)*

All contracts please send via email (preferred) or mail to:

Lauren Wetzler, ATEC Manager laurenw@ocgoodwill.org

1601 E. Saint Andrew Place, Santa Ana, CA 92705

Contract/Agreement Questions:

Please contact Lauren Wetzler, ATEC Manager at (714) 361.6200 x226 or

laurenw@ocgoodwill.org



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Goodwill Industries of Orange County, California**, 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.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Assistive Technology	Speech/Language Pathologist	Not to exceed \$1155/assessment

Consultant

Date

Received by:

District Representative

Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 27, 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".

THE ECOLOGY CENTER

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 field trip services and teacher trainings, as described in **Exhibit A** and on the Contractor's website; 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).

Term of Agreement. The term of this base Agreement is from **August 15, 2016 through June 30, 2017** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: October 26, 2016

Signature: _____
 Name: _____
 Title: _____
 Address: _____

 Email Address: _____
 FEIN: _____

The Ecology Center

32701 Alipaz Street
San Juan Capistrano
California, 92675

p: 949.443.4223
f: 949.443.4249

theecologycenter.org

SCHOOL PROGRAMS OFFERINGS

ONSITE PROGRAMS

FIELD TRIPS:

One hour, 5 station hands-on rotation focused on: Observe, Water, Grow Your Own!, Waste, and Give Back. Optional add-ons consist of a 30-minute hands-on customized activity. Led by a team of team of trained The Ecology Center staff. Offered seasonally: October 1 - November 1, May 1 - June 1, June 15 - July 1. Scholarships available (3 per season).

Prices: Eco-Design Base (\$10 /student)

Menu of optional initiative-driven add-ons:

\$10 /student

The Water Effect addition
Eco-Design in-depth
Pollinator Investigation

\$15 /student

Seed Planting and Saving, Seed Balls
Composting and Worm Bins Demo

\$20 /student

Pickling and Seasonal Tea
Natural Dyeing
Curricular Design Discussion

SELF-GUIDED TOURS:

Scavenger hunt aimed at better educating the public about our site through use of a self-guided exploratory booklet focused on eco-design concepts. Kids' model based more on site exploration and redesigning their future. Adult model focused on lifestyle and Eco-Design incorporation into home or business space. Available year-round. Group size limited to 20 participants.

**Note: Starting October 2017, Self-Guided Tours for school groups would include a welcome from The Ecology Center staff and materials set-up for eco-design rotations. These would require teachers attend one onsite orientation prior to school visit.*

TEACHER TRAININGS:

Skills-based garden workshops focused around building community, garden design and maintenance, and garden-based curriculum. Offered Seasonally: September (Back to School Garden Basics), November (Composting and Seed Saving), February (Fruit Trees and Potatoes), April (Garden DIY). 4 seasonal garden trainings (\$0 for GYO! participants; \$40 for visiting teachers).

TEACHER ORIENTATIONS (Beginning September 2017):

Hands-on exploratory teacher orientation session that introduces teachers to school programs offerings and orients them to our site. Participants would engage in a 1-hour eco-design field trip training that would prepare them to lead their students on a self-guided tour. Offered September & April and required for Free Field Trip (self-guided teacher-led tour).

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OFFSITE PROGRAMS

CONTESTS:

Eco-Design Contest - The ecological design contest seeks to engage students in redesigning their futures by re-envisioning their schools, homes, and communities. Designs will be based around the Eco-Design Principles of: Observation, Water Conservation, Growing Your Own, Generating No Waste, and Giving Back. The best designs will receive an Eco-Guild garden consultation and Eco-Guild intallation, up to \$5,000. This program is offered 1 time per year with 2 winners realized in partnership with Organics Outback.

(Spetember launch, applications due December, winners announced January.) **\$0**

The Water Effect - an initiative that empowers students to become water activists through the understanding that every choice we make is a chance to save water. Through a national digital platform, students learn from and lead their classmates, families, and communities toward a healthier future. The Water Effect generates ripples of change through simple solutions, open-source toolkits, and incentive-based campaigns, challenges, and celebrations.

(Offered from January-June) **\$0**

GROW YOUR OWN! - FEE FOR SERVICE:

As part of The Ecology Center's dedication to environmental and community change, Grow Your Own! supports school gardens and their leaders with mentorship, curriculum, materials, and resources to help create gardens that are beautiful, educational, and functional. Scholarships available for all offerings below.

Community Activation

Kick-off PTA and Staff Meeting: The Ecology Center inspires and engages your PTA and teacher communities to support your school garden community.

(Limited to 8 participating schools during Fall) **\$300**

Kick-off Volunteer Training: activate your crew of garden volunteers with an introductory training on teaching in the garden, protocol, and group organization.

In-School Teacher Trainings: provide an opportunity for garden-based teacher trainings at your school site. These training are focused on building curricular connections between the indoor and outdoor classroom space. Each training covers 3 seasonal topics from the menu below.

Open up to 25 participants. **\$1,500** for one day 3 hour training with 1 trained The Ecology Center staff. **\$5,500** for full series (\$500 discount).

Design (Fall)- Mapping and Eco-Design, Intro permaculture, yearly planning

Build (Winter) - Compost, Worm Bins, Bean Trellis, Rain Barrel, Irrigation

Grow (Spring)- Building soil, seed starting/saving, plant selection, cover cropping

Harvest (Summer)- solar cobbler, pickling, quick jams

Hands-on Garden Skills

Single Skill Workshops: available at your school garden for parents, families, school community (**\$500** for up to 20 participants, 1.5 hours).

- **Garden Work Days**: TEC will facilitate and model leadership of a garden work party for your team to get your space in great shape and build community. School provides supplies, The Ecology Center provides direction and coordination.

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- **Single Garden Skill:** Empower your community of parents and teachers to steward your garden with education in specific hands-on garden skills (Menu above)

Curriculum Design: The Ecology Center will provide customized curriculum design based on site and teacher needs. These lessons will focus on hand-on exploratory education and getting your students engaged in learning in their outdoor environment. Fee based on individual needs and extent of curriculum.

Garden Design/ Build: fee-based garden design and installations for schools (SEE ECO-GUILD) Limited Scholarships available.

ONLINE PROGRAMS

CURRICULUM FOR SCHOOLS

Consists of 30 hands-on exploratory lessons for k-12. These are aligned both with the Next Generation Science Standards and Eco-Design content revolving around topics of observation, water, GYO, waste, and giving back. Schools receive tier 1 and each year a new tier of content become available (unlocked). Content is split by 3 levels: k-5, 6-8, 9-12 with 2 lessons per level per topic (1 intro and 1 advanced).

ADVOCATE TOOLKITS

Open source organizational roadmaps for leaders (teachers, parents, admin etc.) seeking to activate their school garden program. This includes the GYO accord, The Water Effect, and Eco-Design Contest.

HOW-TO VIDEOS AND CONTENT

Skills focus, videos, eco-design tour & gardening basics

COMMUNICATION/ NEWSLETTER

4 seasonal- highlight initiatives/ events, feature school success stories, share videos, featured content, upcoming events, featured shop product(s)



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 27, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

COLLABORATIVE LEARNING SOLUTIONS, LLC

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, 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 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 **\$30,000.00** in the aggregate under term of this Agreement.

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

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

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

IN WITNESS 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: October 26, 2016

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____



WORK TO BE PERFORMED

15. Services

Services to be rendered to LEA by the CONTRACTOR as described below:

Consultation and Technical Assistance: work with the identified district leadership team to (1) evaluate the status of current initiatives and structures (i.e. MTSS implementation, PBIS, co-teaching, SEL implementation) (2) prioritize recommendations from a variety of sources, including the 2016 FCMAT study (3) develop a 4-5 year strategic plan (scope and sequence) for the implementation of FCMAT recommendations.

COMPENSATION

Rates

Consultation and Technical Assistance: LEA shall pay CONTRACTOR a daily rate of \$3,000 with the total amount not to exceed \$30,000 for services provided under this contract. The rate of pay is inclusive of travel expenses.

Total Contract Amount: \$30,000

The contract may be amended should both parties agree to an amendment in writing.

FIRST AMENDMENT TO ICA NO. 1617119

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND RAR CONSULTING GROUP, INC.

This First Amendment to ICA No. 1617119 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and RAR Consulting Group, Inc. (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 20, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through September 30, 2016 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to ICA No. 1617119; and

WHEREAS, District desires to amend ICA No. 1617119 to reflect an extension of the term from July 1, 2016 through September 30, 2016 to July 1, 2016 through November 30, 2016;

WHEREAS, District desires to amend ICA No. 1617119 to reflect an increase in the contract amount of \$40,000 to \$50,000;

NOW, THEREFORE, said Agreement is amended as follows:

1. The section Fees and Expenses is now amended to read: For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in individual agreements, specific to the program selection. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$50,000.00** in the aggregate under the term of this Agreement, as amended.

2. The section Term of Agreement is now amended to read: The term of this base Agreement is from **July 1, 2016 through November 30, 2016** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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: October 26, 2016

Date: _____



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **July 21, 2016** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

RAR CONSULTING GROUP, INC.

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

WHEREAS, District is in need of such services from time to time, specifically 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: **\$40,000.00** in the aggregate under the term of this Agreement.

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

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

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

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

Capistrano Unified School District

By: 
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: July 20, 2016

Contractor

Signature: Anthony Russomanno
 Name: Anthony Russomanno
 Title: President
 Address: 5 Camino Platino
San Clemente, CA 92673
 Email Address: ajrussomanno@gmail.com
 FEIN: 37-1554463

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 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 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 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 arbitrator; 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 provided.**

<p style="text-align: center;">Certificates of Insurance</p> <p>✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</p> <p>✓ Business Auto Liability Insurance</p> <p>✓ Workers’ Compensation and Employers Liability Insurance</p> <p style="text-align: center;">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<p>✓ Certification by Contractor Criminal Records Check</p>
<p>✓ W-9</p>
<p>✓ Live Scan (District requires DOJ and FBI clearance)</p>
<p>✓ TB Test</p>
<p>✓ Conflict of Interest Form</p>
<p>✓ Drug Free Workplace</p>
<p>✓ Tobacco Use Policy</p>

Independent Consulting Proposal
CAPISTRANO UNIFIED SCHOOL DISTRICT
July – September 2016

This proposed contract is an agreement between the Capistrano Unified School District and educational consultant from RAR Consulting Group, Inc., Anthony Russomanno.

The proposal is to provide leadership support, coaching and on-the-job guidance, observation, feedback and recommendations to the Associate Superintendent, Dr. Susan Holliday, in support of the establishment of the College and Career Planning Center to maximize delivery of quality college and career planning to all CUSD students.

The work will be performed from July 1, 2016 through the end of September 30, 2016. The amount of the contract is not to exceed \$40,000.

Overview of the Scope of Work:

Anthony Russomanno will work in partnership with Dr. Susan Holliday to support the District's vision of engaging students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students. The focus will be 4 main areas: 1) support and advisement in the training of new college counselors to create the College and Career Planning Center; 2) an outreach plan including school site and faculty/advisor presentations and professional development as well as specific workshops to educate students and families on the application process; 3) a marketing plan focused on positioning and launching the College and Career Planning Center, and establishing the tools and resources necessary to help students achieve their college and career goals; 4) an overall proposal plan that coordinates the detailed aspects of areas 1-3 plus the goals and metrics for success.

Description of Work to be Performed:

Plan Development

Develop a time and task outline for the support and guidance of training of new college counselors, an outreach plan, a marketing plan and an overall proposal plan.

Plan Implementation

Execute the plan for observing interviews, site visits and presentations, event creation and coordination, and facilitating the work of the college counselors to enhance their knowledge and expertise in leading the College and Career Planning Center.

Outreach Plan - School Site & Faculty/Advisor Presentations

Meet with the Associate Superintendent and members of the Ed Services team as well as key principals, faculty, academic advisors and other district staff as appropriate to announce the goals and objectives, educate and inform these key constituents as to the desired future state of the College and Career Planning Center as aligned to the new District initiatives. Develop, pilot and implement a District wide educational seminar series of in-person and web based workshops. The first workshop will be a Financial Aid Night in September to align with the new FAFSA application cycle.

Report of Progress

In collaboration with the Associate Superintendent and with input from the college counselors and selected members of the Educational Services team, create a report to be given to the Superintendent regarding the progress of the work.

Commitments by the Consultant

To honor the confidentiality of the work with the Associate Superintendent

To respond in a timely manner between support, and on-the-job guidance, and observation via phone, text or email.

To implement the independent consultant agreement as written, unless the context changes or a situation arises that both parties agree requires a slight modification within the parameters of the four main areas of focus.

To actively listen and ask questions which help to examine decisions, mind sets, thinking, assumptions, and innovative solutions to opportunities and challenges.

Commitments by the Client

To be accessible and on time for meetings and to return emails or phone messages within a reasonable time, as agreed upon by both parties.

To arrange meetings that would allow for targeted support.

To provide honest feedback to the consultant and to the design of the work.

Progress Report:

Anthony Russomanno, in collaboration with Dr. Susan Holliday, will write an end of year report summarizing the services delivered and progress made.

Costs and Payment

- **\$600 a day**
The daily rate of \$600 includes all coaching and consulting fees, observation, planning and feedback of meetings, school site visits and all costs associated with travel, lodging, tolls, meals, materials, research specifically for Capistrano Unified School District, phone, project management, reports and development of resources.
- This contract is for services up to 90 days. Only the days where services were rendered will be billed. Invoices will be sent once a month, as appropriate.
- The Contractor will submit an invoice to the District upon completion of the services. Payments are due within 30 days of receipt of invoice. Check is payable to RAR Consulting, 5 Camino Platino, San Clemente, CA 92673.
- No part of the Consultant's compensation will be subject to withholding by the Client for the payment of any social security, federal, state or any other employee payroll taxes. Anthony Russomanno's relationship with the Capistrano Unified School District will be that of an independent contractor

and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

- Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

If there are any terms that conflict between the Agreement and this exhibit, the terms contained in the Agreement will control.

FIRST AMENDMENT TO ICA NO. 1617131

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND THE IMAGINATION MACHINE,
INCORPORATED

This First Amendment to ICA No. 1617131 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and The Imagination Machine, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on August 17, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to ICA No. 1617131; and

WHEREAS, District desires to amend ICA No. 1617131 to reflect a total contract amount of ;

NOW, THEREFORE, said Agreement is amended as follows:

1. The section entitled Fees and Expenses shall be amended to read as follows: 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 **\$45,000.00** in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: October 26, 2016

Date: _____



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 2016** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

IMAGINATION MACHINE

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: **\$1,500.00** 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: *Janet Polite*
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: August 17, 2016

Contractor

Signature: *Jenny McGlinchey*
 Name: Jenny McGlinchey
 Title: General Mgr.
 Address: 17853 Santiago Bl. #107-345
Villa Park, CA 92561
 Email Address: office@theimagination
 FEIN: 33-0464233 machines
corp

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 material produced under this Agreement by students, educators or staff of District shall become the property of students or District, as applicable, 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 owns Contractor trademark and copyright to any scripted material presented.
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 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 and monitor automobile liability insurance policies of Contractor's agents. Such policies will be provided immediately to District upon request. In addition, Contractor agrees to provide an endorsement to the general liability 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 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 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;">Certificates of Insurance</p> <p>✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04 Business Auto Liability Insurance</p> <p>✓ Workers’ Compensation and Employers Liability Insurance</p> <p style="text-align: center;">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<p>✓ Certification by Contractor Criminal Records Check (already on file)</p>
<p>✓ W-9</p>

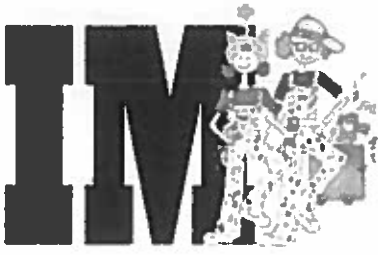


Exhibit A

Imagination Machine Fee Schedule 2016/17 School year*

"Who What Where/Write Away" *

One assembly - \$735

Each add'l assembly - \$300

(Same date and location – any combination of the two programs "Who What Where" and/or "Write Away")

"Writing Show"

One assembly - \$745**

Each add'l assembly - \$405

(same date, location & stories to be performed)

Travel Fees – Most Southern California cities - \$0-\$200 depending upon location (Up to \$400 for tours. Call or email for specifics.)

Wait Fees - \$50/hour pro-rated if there is a break of an hour or more from the end of one assembly to the beginning of the next. (Each assembly is expected to last 45 minutes from its contracted "start time".)

After Hours Fees – Assemblies beginning after 2:45pm, will be charged an additional \$150/show premium.

Package Discount – When a single school books both "Who What Where/Write Away" and "Writing Show" programs for a single school year, a \$50 discount will be applied to the "Writing Show" invoice.

Terms - \$400 deposit due with each signed contract (per performance date.) Balance due day of assembly, unless other prior arrangements have been agreed upon by Imagination Machine and District/contracting organization.

***"Early Bird" discount** - \$50 discount per assembly for "Who What Where/Write Away" performed prior to 11/1/16, and "Writing Shows" performed prior to 2/1/17.

Prices subject to increase in subsequent school years. Price increases will be made public prior to scheduling of performances.

****Price of "Writing Show" assemblies** includes The Imagination Machine's costs of reading stories submitted for consideration. Should a "Writing Show" assembly be cancelled after stories have been read, client will be obligated to pay \$30/story packet. (All stories submitted for one scheduled performance date = one "story packet.")

Imagination Machine, 17853 Santiago Blvd. Suite 107-345, Villa Park, CA 92861
Office: 714-771-2499 Fax: 866-668-5837 email: office@theimaginationmachine.com

FOURTH AND FINAL EXTENSION TO MCA NO. 1213068

WITH CAPISTRANO UNIFIED SCHOOL DISTRICT AND T.E.R.I. INCORPORATED & THE
COUNTRY SCHOOL

This Fourth and Final Extension to MCA No. 1213068 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and T.E.R.I. Incorporated & The Country School (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS on June 27, 2012, District’s Board of Trustees (“Board”) approved an Agreement with Consultant for the term from July 1, 2012 through June 30, 2013 under which Consultant would provide services described therein. On September 25, 2013, District’s Board approved an extension of MCA No. 1213068 for an additional term of July 1, 2013 through June 30, 2014. On June 25, 2014, District’s Board approved MCA No. 1213068, as amended and extended, for an additional term of July 1, 2014 through June 30, 2015. On June 24, 2015, District’s Board approved an extension of MCA No. 1213068, as amended and extended, for an additional term of July 1, 2015 through June 30, 2016. A copy of said Agreement, as amended and extended, is attached as Exhibit 1 to this Fourth and Final Extension of MCA No. 1213068; and

WHEREAS, District desires to extend MCA No. 1213068, as amended and extended, to reflect as additional and final term of July 1, 2016 through June 30, 2017;

NOW, THEREFORE, said Agreement is amended as follows:

1. MCA No. 1213068, as previously amended and extended, will be extended for a period of July 1, 2016 through June 30, 2017.

2. All other terms and conditions of said Agreement, as amended and extended, 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: October 26, 2016

Date: _____

EXHIBIT 1

**EXTENSION NO. 3 TO MASTER CONTRACT AGREEMENT
CONTRACT NO. MCA 1213068**

WITH

T.E.R.I. INC. & THE COUNTRY SCHOOL

The master contract Agreement MCA 1213068 with Capistrano Unified School District and T.E.R.I. Inc. and the Country School called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and T.E.R.I. Inc. and The Country School shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in **Exhibit A** to this Extension No. 3 Agreement.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: _____


Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

T.E.R.I. Inc. & The Country School

By: _____


Signature

Joseph Michalowski
Print Name

Chief Financial Officer
Title

Board Approval Date: June 24, 2015

Date: 7/10/2015

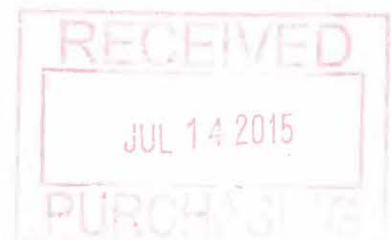


EXHIBIT A
FEE SCHEDULE

T.E.R.I. Incorporated & The County School
Krysti Dezonias
1145 Linda Vista Drive, #105
San Marcos, CA 92078
760-721-1706
Krystid@terriinc.org

TERI County School 1:1 All Inclusive Daily Rate \$256.93
TERI County School 1:3 All Inclusive Daily Rate \$180.94
TERI County School 1:9 All Inclusive Daily Rate \$136.73

**EXTENSION OF MASTER CONTRACT AGREEMENT
NO. MCA 1213068**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

T.E.R.I. INC. & THE COUNTRY SCHOOL

The Master Contract Agreement between Capistrano Unified School District and T.E.R.I. Inc. & The Country School called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with T.E.R.I. Inc. & The Country School shall be extended for the period of July 1, 2014, through June 30, 2015, at the rates as shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

T.E.R.I. Inc. & The Country School

By: Terry Fluent
Signature

By: Krysni DeZonia
Signature

Terry Fluent

Krysni DeZonia
Print Name

Director, Purchasing

Director
Title

Date: 8/26/14

Date: 8-6-14





SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 LINDA VISTA ROAD, SAN DIEGO, CALIFORNIA 92111-7399 (858) 292-3500

Superintendent of Schools

Randolph E. Ward, Ed D

February 14, 2014

Krysti Dezonias
TERI Country School 1:1
1145 Linda Vista Drive, #105
San Marcos CA 92078

Re: Second SELPA Counter Offer

Dear Krysti:

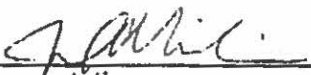
On behalf of the San Diego County SELPAs, thank you for meeting with us to discuss your 2014-2015 rate proposal information. We do understand your reasons for your proposal and have reviewed your information as well as analyzing the Governor's and District budget documents.

After much discussion the SELPA directors would like to offer the following for your nonpublic school all inclusive rate.

TERI Country School 1:1 All Inclusive Daily Rate: \$248.84

If the counter offer is accepted please confirm by signing and dating this document by February 21, 2014 and return to Renée Zartner at rzartner@sdcoe.net.

TERI Country School 1:1 is in agreement with the all inclusive daily rate offer of \$248.84.



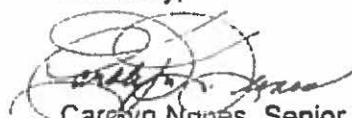
NPS Representative

2-20-14

Date

If the San Diego SELPA offer is not accepted, please contact my office at (858) 292-3560 or (858) 292-3774 to discuss coordination of step three of the Nonpublic Rate Negotiation seeking local mediation.

Sincerely,



Carolyn Nones, Senior Director
Special Education Services

CN:rz
cc: SELPA Directors

Board of Education

Marks C. Anderson Susan Hartley Sharon C. Jones Lyn Neylon Gregg Robinson

SERVICE AND LEADERSHIP



SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 LINDA VISTA ROAD, SAN DIEGO, CALIFORNIA 92111-7399 (858) 292-3500

Superintendent of Schools
Randolph E. Ward, Ed D

February 14, 2014

Krysti Dezonias
TERI Country School 1:3
1145 Linda Vista Drive, #105
San Marcos CA 92078

Re: Second SELPA Counter Offer

Dear Krysti:

On behalf of the San Diego County SELPAs, thank you for meeting with us to discuss your 2014-2015 rate proposal information. We do understand your reasons for your proposal and have reviewed your information as well as analyzing the Governor's and District budget documents.

After much discussion the SELPA directors would like to offer the following for your nonpublic school all inclusive rate.

TERI Country School 1:3 All Inclusive Daily Rate: \$175.24

If the counter offer is accepted please confirm by signing and dating this document by February 21, 2014 and return to Renée Zartner at rzartner@sdcoe.net.

TERI Country School 1:3 is in agreement with the all inclusive daily rate offer of \$175.24.




NPS Representative

2-21-14

Date

If the San Diego SELPA offer is not accepted, please contact my office at (858) 292-3560 or (858) 292-3774 to discuss coordination of step three of the Nonpublic Rate Negotiation seeking local mediation.

Sincerely,


Carolyn Nunes, Senior Director
Special Education Services

CN:rz

cc: SELPA Directors

Board of Education

Mark C. Anderson Susan Harrelly Sharon C. Jones Lyn Neylon Gregg Robinson

SERVICE AND LEADERSHIP



SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 LINDA VISTA ROAD, SAN DIEGO, CALIFORNIA 92111-7399 (858) 292-3500

Superintendent of Schools
Randolph E. Ward, Ed.D.

February 14, 2014

Krysti Dezonias
TERI Country School 1:9
1145 Linda Vista Drive, #105
San Marcos CA 92078

Re: Second SELPA Counter Offer

Dear Krysti:

On behalf of the San Diego County SELPAs, thank you for meeting with us to discuss your 2014-2015 rate proposal information. We do understand your reasons for your proposal and have reviewed your information as well as analyzing the Governor's and District budget documents.

After much discussion the SELPA directors would like to offer the following for your nonpublic school all inclusive rate.

TERI Country School 1:9 All Inclusive Daily Rate: \$132.43

If the counter offer is accepted please confirm by signing and dating this document by February 21, 2014 and return to Renée Zartner at rzartner@sdcoe.net.

TERI Country School 1:9 is in agreement with the all inclusive daily rate offer of \$132.43.




NPS Representative

2.21.14

Date

If the San Diego SELPA offer is not accepted, please contact my office at (858) 292-3560 or (858) 292-3774 to discuss coordination of step three of the Nonpublic Rate Negotiation seeking local mediation.

Sincerely,


Carolyn Nunés, Senior Director
Special Education Services

CN:rz

cc: SELPA Directors

Board of Education

Mark C. Anderson Susan Hartley Sharon C. Jones Lyn Neylon Gregg Robinson

SERVICE AND LEADERSHIP

**EXTENSION OF MASTER CONTRACT AGREEMENT
NO. MCA 1213068**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

T.E.R.I. INC. & THE COUNTRY SCHOOL

The Master Contract Agreement between Capistrano Unified School District and T.E.R.I. Inc. & The Country School called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with T.E.R.I. Inc. & The Country School shall be extended for the period of July 1, 2013, through June 30, 2014, at the rates as shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

T.E.R.I. Inc. & The Country School

By: Terry Fluent
Signature

By: Krysti DeZonia
Signature

Terry Fluent

Krysti DeZonia
Print Name

Director, Purchasing

Director of Education and Research
Title

Date: 10/22/13

Date: 9/23/2013

Exhibit A

General Program Tuition Rate

Inclusive Education Program – (Includes Educational Counseling services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Basic Education 1:1 - \$241.24 per day

Basic Education 1:3 - \$169.89 per day

Basic Education 1:9 \$128.39 per day

**EXTENSION OF MASTER CONTRACT AGREEMENT
NO. MCA 1213068**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

T.E.R.I. INC. & THE COUNTRY SCHOOL

The Master Contract Agreement between Capistrano Unified School District and T.E.R.I. Inc. & The Country School called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with T.E.R.I. Inc. & The Country School shall be extended for the period of July 1, 2013, through June 30, 2014, at the rates as shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

T.E.R.I. Inc. & The Country School

By: _____

Signature

By: _____

Signature

Terry Fluent

Krysti DeZonia

Print Name

Director, Purchasing

Director of Education and Research

Title

Date: _____

9/30/13

Date: _____

9/23/2013

Exhibit A

General Program Tuition Rate

Inclusive Education Program – (Includes Educational Counseling services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Basic Education 1:1 - \$241.24 per day

Basic Education 1:3 - \$169.89 per day

Basic Education 1:9 \$128.39 per day



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 28, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

T.E.R.I. INC. & THE COUNTRY SCHOOL

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:

Scope of Work. Contractor agrees to provide services as set forth in the Nonpublic, Nonsectarian School/Agency Services Master Contract.

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.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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"

By:

Name: Clark D. Hampton

Title: Deputy Superintendent

Board Approval Date:

"CONTRACTOR"

By:

Name: Krysti DeZonia, Ed.D.

Title: Director of Education

Email address: Krysti@terrine.org

FEIN/SSN: 95-3532129

NONPUBLIC, NONSECTARIAN SCHOOL SERVICES MASTER CONTRACT

CONTRACT YEAR 2012 - 2013

A. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is made and entered into

This 1st day of July, 2012 between the

Capistrano Unified School District

hereinafter sometimes referred to as the "LEA," and

T.E.R.I. Inc. & The Country School

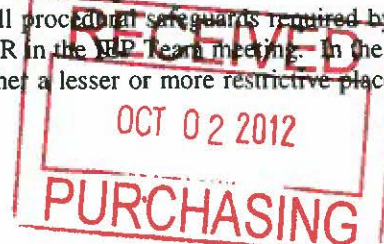
(Nonpublic, nonsectarian school)

hereinafter referred to as "CONTRACTOR,"

for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5. It is understood that this Master Contract does not commit the LEA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

2. INDIVIDUAL SERVICES AGREEMENTS

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement



than the CONTRACTOR can provide, the CONTRACTOR may request a review of the pupil's IEP/IFSP for the purposes of consideration of a change in the pupil's placement. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

3. NONPUBLIC SCHOOL CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic School Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

4. TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

5. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

B. ADMINISTRATION OF CONTRACT

6. "DAYS"

For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

7. SUPERSEDES PRIOR CONTRACTS

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

8. MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Trustees or authorized representative of CONTRACTOR. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

9. NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of the receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall
be addressed to:

Sara R. Jocham,
Assistant Superintendent, SELPA
Name/Title

Capistrano Unified School District
Local Education Agency

33122 Valle Road
Address

San Juan Capistrano CA 92675
City State Zip

(949) 234-9270
Phone

(949) 240-9047
Facsimile

Notices to the CONTRACTOR shall
be addressed to:

Krysti DeZonia, Senior Director
Name/Title

T.E.R.I. Inc.
Nonpublic School

251 Airport Road
Address

Oceanside CA 92058
City State

(760) 721-1706
Phone

(760) 721- 721-9872
Facsimile

10. INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

11. SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by the Assistant Superintendent, SELPA of Capistrano Unified School District. Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

12. INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees

and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

13. INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, of at least \$ 1,000,000 combined single limit for all damages arising out of death or injury to, or death from, each accident or occurrence and \$1,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 12, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 9 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 12 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 9 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000

per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

14. TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule, Section 46 A or B).

15. WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

16. SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

17. SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

18. CONFLICTS OF INTEREST

The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

19. INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

20. DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 9) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

21. VENUE AND GOVERNING LAW

This contract and conditions of this contract shall be governed by the laws of the State of California with venue in San Diego County, California.

22. RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

23. TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 9 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to nonmaintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 9 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Section 46 (Rate Schedule) and Section 48 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 9 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

24. NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

C. EDUCATIONAL PROGRAM

25. ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 9 (Notices) of this contract.

26. GENERAL PROGRAM OF INSTRUCTION

The Contractor's educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 9 (Notices) of this contract prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

27. SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the

CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

28. INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

29. CALENDAR

By June 1 of each year, the CONTRACTOR shall submit a school calendar to the CUSD Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. The CONTRACTOR's calendar may include alternative attendance days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA. The CONTRACTOR shall arrange for transportation on the alternative attendance days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) alternative attendance days, and/or 5) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

30. CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services, or alternative attendance days. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

31. FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

32. "PARENT"

For the purpose of the contract, a parent is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

33. PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

If CONTRACTOR operates a residential component, CONTRACTOR shall cooperate with parents' reasonable requests for pupil visits in the parents' home during, but not limited to, holidays and weekends. CONTRACTORS operating residential components make the final determination as to whether a request is reasonable and whether it shall be allowed.

34. PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 9

(Notices) of this contract. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

35. ASSESSMENTS

a. STATE MANDATED TESTING

Standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

b. INDIVIDUAL STUDENT ASSESSMENT

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

36. ACCOUNTABILITY

The nonpublic, nonsectarian school shall be subject to the alternative accountability system described in the Public School Performance Accountability Program in the same manner as public schools (EC 56366(a)(8)(A), EC 52052(h)). The NPS shall prepare a school accountability report card, in accordance with state guidelines and requirements (EC 56366(a)(9)). The nonpublic, nonsectarian school shall report the test results to the State Department of Education (EC 56366(a)(8)(A)).

37. STUDENT DISCIPLINE / SUSPENSION / POSITIVE BEHAVIORAL INTERVENTIONS

In accordance with Title 5, Section 3052(i)(2), the Special Education Local Plan Area approves of the policies established by CONTRACTOR on corporal punishment, pupil discipline (including suspensions and notification to LEA of offenses which constitute state-mandated reasons for expulsions), positive behavioral interventions, and emergency behavioral interventions. This approval is contingent upon the CONTRACTOR's policies being in compliance with applicable state and federal laws. This approval also includes the implementation of these policies.

The CONTRACTOR ensures that the site administrator of the nonpublic school is aware of his/her responsibilities and duties with respect to the suspension of pupils in accordance with EC sections 48911(h) and 48911.5. The CONTRACTOR shall send the LEA case manager notice of suspension for any LEA pupil issued such notice.

38. CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

39. FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

D. PERSONNEL

40. VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

Where behavior intervention services are provided by a nonpublic school, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

41. EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing).

42. QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

43. STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

E. SAFETY

44. SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

45. REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 9 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall provide that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written accident report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

The CONTRACTOR agrees to submit an incident report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

d. Behavioral Emergency Reports

1. All "Emergency Behavior Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator pursuant to California Code of Regulations Title 5 Section 3052 subsection (i)(6).

2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan (Ed Code Section 3052 (i)(7). A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

3. CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulation sections 3001 (c)-(f) and 3052 (1)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any interventions that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar technique may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any interventions that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one of more of his or her senses, pursuant to California Code of Regulations 3052(1) (1-8).

F. FINANCIAL

46. RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: T.E.R.I. INC & THE COUNTRY SCHOOL

The CONTRACTOR CDS NUMBER: 37-73569-7105075 & 37-73791-6927644

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) <u>Inclusive Education Program -</u> (Includes Educational Counseling services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)	<u>Rate</u>	<u>Period</u>
<u>Basic Education 1:1</u>	<u>\$235.01</u>	<u>Per diem</u>
<u>Basic Education 1:3</u>	<u>\$165.50</u>	<u>Per diem</u>
<u>Basic Education 1:9</u>	<u>\$125.08</u>	<u>Per diem</u>
2). <u>Non Inclusive Education Program</u>		
Describe: _____	_____	

b. Individualized Related Services

(That may include, but not be limited to: Transportation, Transportation by the parent, Emergency Transportation, Bus Passes, One to one aide, Physical Therapy, Nursing services and other individualized related services as applicable).

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

47. ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 9 (Notices) of this contract.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.333% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 47(a) conflicts with any other provision of this Agreement, this section 47(a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example. Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused

Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 9 (Notices) of the contract. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is disenrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Classes or Sessions, Alternative Attendance Days

Make-up classes or sessions shall be scheduled as soon as possible and no later than within a thirty-day period from the date the services were originally to be provided. Alternative attendance days, if provided by the CONTRACTOR, shall be scheduled within the semester or following the extended year session, during which the services were originally to be provided. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP or unless such services or make-up classes are provided on the weekend consistent with EC section 37223 or on alternative attendance days. The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

48. BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 9 (Notices) of this contract.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 9 (Notices) of this contract. This payment shall be at the rates agreed to in Section 46 (Rate Schedule) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions, and alternative attendance days (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in Section 46 (Rate Schedule) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

49. RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 9 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 9 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Section 46 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation

of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

50. INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations

c. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 9 of this contract. Any and all audit exceptions must be specified in complete detail before any demand by the LEA for any amount set forth therein.

d. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

e. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the NPS via the San Diego County Nonpublic School Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

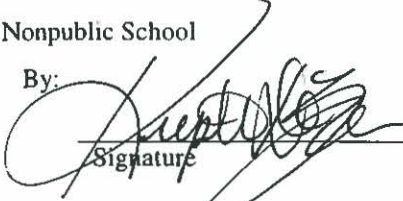
This contract is effective on July 1, 2012 and terminates at 5:00 p.m. on June 30, 2013 unless sooner terminated as provided herein.

CONTRACTOR,

T.E.R.I. Inc. & The Country School

Nonpublic School

By:



Signature

Date

9-21-12

Krysti DeZonia,

Senior Director

of Education

Name and Title of Authorized Representative

Capistrano Unified School District

By:



Signature

Date

10/10/12

Sara R. Jocham

Assistant Superintendent, SELPA

Name and Title of Authorized Representative

FIRST AMENDMENT TO ICA NO. 1617184

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND THE ALARM AND SPRINKLER
COMPANY, INCORPORATED

This First Amendment to ICA No. 1617184 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and The Alarm and Sprinkler Company, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on Board Date, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First to Agreement; and

WHEREAS, District desires to amend ICA No. 1617184 to reflect; the increase of the total contract amount from \$40,000.00 to \$80,000.00

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence in the paragraph entitled Fees and Expenses is 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: \$80,000.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

**The Alarm and Sprinkler Company,
Incorporated**

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: October 26, 2016

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".

THE ALARM AND SPRINKLER COMPANY, INC

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

WHEREAS, District is in need of such services from time to time, specifically 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: \$40,000.00 in the aggregate under the term of this Agreement.

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

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

☒ [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

By: [Signature]
Name: Lynn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: 9/14/2016

Contractor

Signature: Juan Romero
Name: Juan Romero
Title: President
Address: 1780 E. McFadden Ave, #117
Santa Ana, CA 92705
Email Address: Service@taasco.com
FEIN: 45-5630170

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

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 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 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 arbitrator; 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.

<p align="center">Certificates of Insurance</p> <p>✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</p> <p>✓ Business Auto Liability Insurance</p> <p>✓ Workers' Compensation and Employers Liability Insurance</p> <p align="center">Refer to Article 10. INSURANCE REQUIREMENTS</p>	
<p>✓ Certification by Contractor Criminal Records Check</p>	
<p>✓ W-9</p>	



The Alarm and Sprinkler Company, Inc.

"Fire sprinklers, Fire Alarms & Emergency Lightings"

P.O. Box 10034

Santa Ana, CA. 92711

866-496-4456 Ph. / 866-496-4754 fax

WWW.TAASCO.COM

Licensed-bonded-Insured

CSLB - C7, C10, C16 #978587

Service@Taasco.com

To: Capistrano U.S.D.
32972 Calle Perfecto
Capistrano, CA
Attn: Tyler B.
949-573-2787 Cell.

Job to: All Sites

Date: 5-02-16

Job Description: To perform fire device testing per N.F.P.A.72 codes. Excludes replacement of defective parts or pieces found during the normal course of testing and requiring correction per fire code prior to certification.

1. Perform Annual fire alarm system inspection/test.....495.00ea. system
Up to 4 hours of labor.. additional hours are at \$ 99.00 per hour.
Excludes: Repairs needed prior to certification.
2. Service Call fees...Regular buss. hours Monday-Friday 8am-5Pm is \$ 99.00 per man hour with a minimum of 3 hours of labor, includes trip fee.
3. Service Call fees.. After hours/Weekends & Holidays. Is \$ 125.00 per man hour with a minimum of 3 hours of labor, includes trip fee.

Payment: Upon Completion

Thank you,
Hector Romero
e-mail: hector@taasco.com
Office Manager

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Deposits are non-refundable. All equipment installed remains the property of TAASCO INC., until balance due is paid in full. The client, owner or signer of contract grants T.A.A.S.C.O. INC., permission to enter premises and reclaim all unpaid for equipment or product once payment has exceeded agreed upon net payment terms.

T.A.A.S.C.O. INC.: Hector Romero DATE OF PROPOSAL: 5-02-16

(Signed by authorized officer, fire systems manager, authorized service sales agent)

Acceptance of Proposal: _____ DATE OF SIGN: _____

(Signed by Owner, authorized officer, authorized person or agent)

PLEASE SIGN AND FAX BACK TO: 866-496-4754

"Serving Fire Protection Since 1992"

Service & Testing of all Fire Protection Devices

Ph 866-496-4456/Fx 866-496-4754 Service@Taasco.com

Calif. Fire Protection Contractors License C-7, 10, 16 # 978587

LAFD Regulation 4 R-4135

AGREEMENT FOR BOND COUNSEL SERVICES
TO BE PROVIDED TO THE CAPISTRANO UNIFIED SCHOOL DISTRICT

This Agreement for Bond Counsel Services (this “Agreement”) is made and entered into as of January 1, 2016, between the Capistrano Unified School District (the “District”) and the law firm of Orrick, Herrington & Sutcliffe LLP, a California limited liability partnership (“Orrick”).

R E C I T A L S

WHEREAS, the District requires the services of nationally recognized public finance counsel to assist with (i) the issuance of four series of Mello-Roos bonds (“CFD Bonds”), (ii) the review and modification to the formation proceedings for CFD 98-1A and CFD 98-1B and (iii) the prepayment of bonds issued in connection with CFD 87-1;

WHEREAS, Orrick possesses the specialized legal skills and expertise necessary to provide such services;

WHEREAS, the District desires to engage Orrick to provide the foregoing services, as more particularly described below;

NOW, THEREFORE, it is agreed as follows:

Section 1. Engagement of Orrick.

A. The District hereby hires Orrick as an independent contractor to provide services as bond counsel in connection with the issuance of four series of CFD Bonds, the review and modification of certain CFD Proceedings and the redemption of certain outstanding bonds. Orrick is willing to perform such legal services for and on behalf of the District. In performing these services, William W. Bothwell, Esq. (the “Responsible Attorney”), shall personally conduct or shall oversee and direct the legal services provided to the District by Orrick. Orrick shall provide the following professional legal services:

(a) Consultation with representatives of the District, its Counsel, the District’s financial advisor and underwriters, the providers of any backup security, their respective counsel, consultants and others concerning the timing, terms and structure of the financing, including analysis of the advantages and disadvantages of each available financing technique and consideration of California law, federal securities law and general public finance law.

(b) Preparation and/or review of legal proceedings for the authorization, sale and issuance of each series of the CFD Bonds, including preparation and/or review of the necessary resolutions, indenture or trust agreement, and other necessary documents for the issuance of the CFD Bonds; preparation of the proceedings for the sale of the CFD Bonds; preparation of the CFD Bonds; preparation of other proceedings and documents (including closing papers) incidental to or in connection with the issuance of each series of the CFD Bonds; and coordination of the closings.

(c) Review and modification of certain CFD Proceedings, as mention in Section 2 D. below.

(d) Review and assistance with the prepayment of bonds issued in connection with CFD 87-1.

(e) In our role as bond counsel, we would not expect to be responsible for the preparation of any Official Statement but we would expect to prepare a description of the legal documents customarily contained as an Appendix to the Official Statement, as well as a description of the terms of the securities that is normally found in the forepart of an Official Statement.

(f) Rendering of the final legal opinion on the validity of the CFD Bonds, and such other legal opinions as may be appropriate in connection with delivery of the CFD Bonds, including a supplemental opinion regarding, among other matters, the accuracy of the document summaries and the enforceability of each bond purchase contract

(g) Such other legal services as may be incidental to the foregoing.

(h) Following the completion of the contemplated financing, we would, in accordance with our usual practice, handle routine inquiries and consultation regarding the financing without charge.

B. The District will rely on its counsel to render general day-to-day and ongoing general counsel legal services. Orrick shall circulate documents to and coordinate its services with the District's Counsel and other District officials to the extent requested by the District or its counsel. Orrick shall be entitled to assume that the District's counsel has reviewed all documents and matters submitted for adoption or approval or to officers of the District for execution prior to such adoption, approval or execution.

In rendering opinions and performing legal services under this Agreement, Orrick shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by, the District and its counsel.

Section 2. Compensation of Orrick.

A. Pursuant to our discussions, for Bond Counsel services in connection with the School District's Mello-Roos financings, Orrick will charge a flat fixed fee of \$37,500 per series of bonds. Such fee assumes that each of the proposed issuances of bonds will be issued as a series of fixed rate bonds and that the engagement will include the preparation of necessary legal documents, issuance of an opinion as to the legality and validity of the bonds and assisting in a limited manner, in the preparation and development of an official statement.

B. There will be no additional charges for normal and customary expenses we may incur serving as bond counsel.

If to Orrick: Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 91117
Attention: William W. Bothwell

Section 5. Governing Law and Entire Agreement. This Agreement has been negotiated and executed in the State of California.

This Agreement constitutes the entire agreement between the District and Orrick with respect to the matters described herein and supersedes any previous agreement concerning such matters, negotiations, proposals or understandings of any nature whatsoever, unless expressly included in this Agreement.

Section 6. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which shall be deemed in accordance with the provisions hereof to constitute a complete, executed original for all purposes.

Section 7. Amendment or Modifications. No amendment, modification or other alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Authorized Officer

ORRICK, HERRINGTON & SUTCLIFFE LLP



By: _____
William W. Bothwell, Partner

California School Funding Coalition

Working together to ensure every public school in California receives the funding necessary
to provide a high quality education for all students

Agreement Letter to Participate

2016-17

The Capistrano Unified School District expresses its agreement to participate in the California School Funding (CSF) Coalition, effective July 1, 2016, through June 30, 2017.

As a participant, it is agreed to support and to participate in a legislative effort to influence the implementation and modification of the Local Control Funding Formula (LCFF), Local Control and Accountability Plan (LCAP), and other legislative/regulatory priorities of the Coalition, in a manner that ensures all students and school agencies are treated equitably.

To assist in this effort, the CSF Coalition contracts with School Services of California, Inc., to provide legislative services.

The annual membership fee is based on enrollment:

Prior Year Enrollment	0-499	500-2,499	2,500 and up
Cost	\$750	\$1,500	\$2,500

Superintendent Name	Kirsten Vital
School District	Capistrano Unified School District
Type of District	Unified
County	Orange
E-mail Address	kmvital@capousd.org
Mailing Address	33122 Valle Rd San Juan Capistrano CA 92675
Telephone No.	(949) 234-9203
Fax No.	(949) 496-7681
District Enrollment Count	54,036
Membership Fee (see the rates above)	\$2,500

Additional Contacts:

Name	Job Title	Email Address
Clark Hampton	Deputy Superintendent	cdhampton@capousd.org
Philippa Geiger	Assistant Superintendent	pkgeiger@capousd.org

Signature

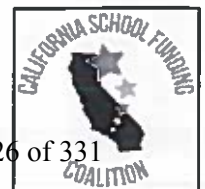


Date Click here to enter a date.

☒ Check this box if you wish to receive an invoice

Please Return To:

Steve Ward
Legislative Analyst and Government Relations, Clovis Unified School District
1450 Herndon Avenue
Clovis, CA 93611
Work: (559) 327-9118
Cell: (559) 647-2562
Fax: (559) 327-9129
Email: steward@cusd.com



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 26, 2016

**NEWPORT MESA UNIFIED SCHOOL DISTRICT BID NO. 108-16, FUEL (GASOLINE AND
DIESEL) – AWARDED TO PINNACLE PETROLEUM, INC.**

Due to the size of the contract documents, supporting and related documentation is posted on the District's Board Agendas and Supporting Documentation page, specifically the Purchasing Supporting Documentation link.



OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Quote Number: OG-000002780
Created Date: 10/13/2016
Expiration Date: 11/01/2016

Prepared By: Paul Felton
Phone: 650-265-0997
Email: pfelton@opengov.com
Contract Effective: 11/01/2016
Dates: Ends on: 10/31/2019

Customer Information

Contact Name	Clark Hampton	Bill To Name	Capistrano Unified School District
Phone	949 234-9211	Bill To	33122 Valle Road
Email	cdhampton@capousd.org		San Juan Capistrano, CA 92675

Order Details

Description OpenGov Intelligence™ allows customers to easily create and share internal operational reports, combining unlimited financial (e.g., general ledger, chart of accounts, current year and month spending, transactions, and balance sheet) and non-financial data (performance metrics, operational data, custom financial projections, etc.) from numerous sources to help public entities make better financial decisions and operate more efficiently. OpenGov Intelligence includes the features of OpenGov Transparency™

Engage citizens and tell your story with OpenGov Transparency™. Enable the public to access annual and monthly budget data and understand how their tax dollars are spent. Reduce compliance costs for transparency mandates and decide what information to share with the public by clicking a button. Powered by advanced data science, OpenGov's patented and patent-pending technology makes engaging and informing the public easier than ever before.

Fees

Product	Quantity	Sales Price	Total Price
OpenGov Intelligence / Transparency – Annual Subscription	3.00	\$23,250.00	\$69,750.00
OpenGov Intelligence / Transparency – Implementation Fee	1.00	\$1,700.00	\$1,700.00
Billing Frequency: Yearly @ \$23,250.00 Year 1 Cost: \$24,950.00			Total Price \$71,450.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A, B and C. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov,
Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Terms and Conditions

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. **OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. **CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent.

OPENGOV, INC. SOFTWARE AGREEMENT

"Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the effective date. **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. Unless either party declines to renew in writing no less than thirty (30) days before the applicable term, this Agreement shall renew for two (2) additional (1) year periods. The customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection

OPENGOV, INC. SOFTWARE AGREEMENT

with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS".

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, IN EXCESS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000). IN NO EVENT SHALL OPENGOV'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions

Appendix B OpenGov Service Level Metrics

1. SCHEDULED DOWNTIME. When needed, OpenGov will schedule downtime for routine maintenance or system upgrades (“**Scheduled Downtime**”) for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer’s designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

2. SYSTEMS ACCESSABILITY WARRANTY.

A. The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month (“**Systems Accessibility Warranty**”). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time ; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov’ control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the full extent under OpenGov’ control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

B. If the Services experience Downtime, then as Customer’s sole and exclusive remedy, and OpenGov’ sole and exclusive financial liability and obligation, Customer is entitled to a Service Level Credit equal as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Services to be credited to future monthly bills of Customer
99.00% - < 99.9%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- “**Downtime**” means that for a valid request by our external verification service, made on no less than a minutely basis, results in a server error (HTTP status 5XX or the server response takes 3 or more minutes).
- “**Downtime Period**” means a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.
- “**Monthly Uptime Percentage**” means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

OPENGOV, INC. SOFTWARE AGREEMENT

C. To receive a Service Level Credit, Customer must submit a written request for Service Level Credits to Customer's designated account manager or the OpenGov support team. To be eligible, the request must (i) include the dates and times of each incident of Downtime experienced by Customer in the preceding month; and (ii) be received by OpenGov within thirty days after the end of the current monthly period in which the Downtime occurred.

D. Upon receipt of a Service Level Credit request in compliance with the above requirements, OpenGov shall have 30 days to review the request and to validate the information provided. If OpenGov determines in good faith that the Services failed to meet the Systems Accessibility Warranty as alleged in such a request, then OpenGov will apply such Service Level Credits to Customer's next billing period. Customer's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.

E. Customers whose accounts are past due, delinquent, and/or not in good standing at any time during the service month of a given service outage are not eligible for a credit.

APPENDIX C

OpenGov Support Services

1. **Support.** Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).
2. **Liaisons.** On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.
3. **Holidays.** OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

Progress Adviser Service Contract with CAPISTRANO UNIFIED SCHOOL DISTRICT

IMPORTANT - READ CAREFULLY: This Progress Adviser ("PA") Contract is a legal agreement between the PA user ("customer") and PA for the PA online services, which include an online interface and may include related software, associated media, printed materials, and online or electronic documentation ("ONLINE SERVICE"), as well as associated support services. The ONLINE SERVICE also includes any updates and supplements to the original ONLINE SERVICE provided to you by PA or its agents, partners, or distributors. Any software provided along with the ONLINE SERVICE that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the ONLINE SERVICE, you agree to be bound by this contract.

DURATION OF CONTRACT: This contract shall stay in full until June 30 of the following selected year and will automatically be renewed with payment received by July 31 of each year.

☒ **2017** (1 Year contract option)

☐ **2018** (2 Year contract option)

☐ **2019** (3 Year contract option)

DATA CONFIDENTIALITY AND SECURITY AGREEMENT: It is acknowledged and affirmed that the staff data and confidential information being supplied by the customer to Progress Adviser will be held, protected, and maintained in the strictest of confidence and will not be distributed or disseminated to any person or entity without the express written permission of the customer. The data shall be used for the ONLINE SERVICE, as well as internal testing and verification purposes. All data will be encrypted through SSL connections and be backed up daily on the server. If any data is compromised (including, but not limited to, unauthorized release) or lost, PA will immediately notify customer in writing and attempt to recover such data. Data shall be stored for a period of 1 year following the termination or expiration of this ONLINE SERVICE contract.

END-USER LICENSE AGREEMENT (EULA)

1. **ONLINE SERVICE LICENSE:** The ONLINE SERVICE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. *The ONLINE SERVICE is licensed, not sold.*

2. **GRANT OF LICENSE.** This EULA grants you the following rights: Applications Service. You may use, access, display, run, or otherwise interact with ("RUN") the ONLINE SERVICE, up to the maximum number of students or users stated on the invoice.

3. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.** Not for Resale. If the ONLINE SERVICE is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, your use of the ONLINE SERVICE is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the ONLINE SERVICE. Reservation of Rights. All rights not expressly granted under this EULA are reserved by PA.

4. Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the ONLINE SERVICE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of PA.

6. Rental. You may not rent, lease, or lend the ONLINE SERVICE.

7. Software Application Components. PA, or its agents or partners, will provide you access to the following feature components within Progress Adviser's Application Software.

☐ WALK-THRU

☐ LCAPca

☐ EVALUATION

☐ LCAP

☒ FIT

☐ SPSA

☐ SURVEY

If you do not have full system access, you may ask your account manager how to add additional feature components. Custom development work may also be available to be purchased upon request.

☒ 8. Support Services. PA, or its agents or partners, will provide you with basic support services related to the ONLINE SERVICE ("Support Services"). Basic Support Services include unlimited customer support calls and help requests by email. Full Support Services are \$499 per school site which includes the basic support services and additional support with system design, implementation strategies, and managing the system. Any supplemental coding provided to you as part of the Support Services shall be considered part of the ONLINE SERVICE and subject to the terms and conditions of this EULA. With respect to technical information you provide to PA as part of the Support Services, PA may use such information for product support and development. PA will not utilize such technical information in a form that personally identifies you.

Support Services: **\$5,000 - 35 hours of Support @ \$150 per hour or Training, rate below**

☒ 9. Trainings. PA "Getting Started" training will be \$600 per 3-hour session plus travel expenses. Webinars will be \$100 per hour. Higher level trainings can be arranged to meet the customer needs but cost will be determined based on the training requirements. Each on-site training must be arranged at least 30 days in advance and will be dependent on PA trainer availability.

Getting Started Training Date(s): **Training will be deducted from above amount at the rate of \$1,700 per day.**

10. System Build-Out Fee. There is a one-time system build out fee to cover the cost of original system build. The build out includes creating a 4 level system including district office, schools, and staff. The district build-out will have a basic list of “departments” and district level goals. The schools build-out will include a basic list of “courses” and school level goals. The staff build-out will include the staff upload attached to basic staff types. The following build-out fees will be applied depending on the selection made in "Duration of Contract" section shown previously.

Build-Out Fees

☒ 1 Year Contract: \$ **Waived** (\$199 per site x N/A sites)

☐ 2 Year Contract: \$ **N/A** (\$99 per site x N/A sites)

☐ 3 Year Contract: **Waived**

Completion date: **TBD**

11. Software Transfer. You may not transfer or sell the EULA or the ONLINE SERVICE.

12. Termination. Without prejudice to any other rights, PA may terminate this EULA by giving written notice to the customer and specifying the effective date of such termination. Customer may terminate the EULA by giving 30-day written notice.

UPGRADES. If any component of the ONLINE SERVICE is labeled as an upgrade, the customer must be properly licensed to use that component identified by PA as being eligible for the upgrade in order to use the ONLINE SERVICE component. An ONLINE SERVICE component labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for the customer’s eligibility for the upgrade. The customer may use the resulting upgraded product only in accordance with the terms of this EULA.

COPYRIGHT. All title and copyrights in and to the ONLINE SERVICE (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the ONLINE SERVICE, the accompanying printed materials, and any copies of the ONLINE SERVICE are owned by PA or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the ONLINE SERVICE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants the customer no rights to use such content. If this ONLINE SERVICE contains documentation which is provided only in electronic form, the customer may print one copy of such electronic documentation. The customer may not copy the printed materials accompanying the ONLINE SERVICE.

PROPERTY OF THE CUSTOMER. All reports, evaluations, and other materials produced for the customer under this contract, whether in hard copy or electronic format, and whether completed or in progress, shall become the property of the customer. PA may retain copies of such materials for its internal use and for marketing purposes, subject to the confidentiality and security provisions set forth in this contract.

EXPORT RESTRICTIONS. This ONLINE SERVICE is not exportable. The customer specifically agrees not to export this ONLINE SERVICE.

MISCELLANEOUS. If you acquired this ONLINE SERVICE in the United States, this EULA is governed by the laws of the State of California. Should you have any questions concerning this EULA, or if you desire to contact PA for any reason, please write:

Progress Adviser
Support & Sales Information
1445 Victor Blvd Suite C
Redding, CA 96003

LIMITED WARRANTY. LIMITED WARRANTY FOR SERVICES ACQUIRED IN THE US. PA warrants that (a) the ONLINE SERVICE will perform substantially for a period of six (6) months from the date of receipt, and (b) any Support Services provided by PA, its agents or partners, will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the ONLINE SERVICE, if any, are limited to six (6) months.

CUSTOMER REMEDIES. PA's and its suppliers' entire liability and your exclusive remedy shall be, at PA's option, either (a) return of the price paid, if any, or (b) repair or replacement of the ONLINE SERVICE that does not meet PA's Limited Warranty and which is returned to PA with a copy of your receipt. This Limited Warranty is void if failure of the ONLINE SERVICE has resulted from accident, abuse, or misapplication. Any replacement ONLINE SERVICE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, PA and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the ONLINE SERVICE, and the provision of or failure to provide Support Services. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall PA or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the ONLINE SERVICE or the provision of or failure to provide Support Services, even if PA has been advised of the possibility of such damages. In any case, PA's entire liability under any provision of this EULA shall be limited to the amount actually paid by you for the ONLINE SERVICE provided. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

PRICING. The price for **Capistrano Unified School District** shall be **\$.25 per ADA** . The pricing for **Capistrano Unified School District** is guaranteed to continue as long as there is no break in service and payment is received on or before July 31st of each year.

Purchasing Instructions. Progress Adviser requires a point of contact for all invoicing and billing.

Contact's Name: _____

Contact's Direct Phone Number: _____

Contacts Email: _____

Please submit the attached estimate to the responsible party and return an approved P.O. to billing@progressadviser.com. Upon receipt of an approved P.O., an invoice will be sent to the Contact listed above. For questions or concerns, please call Progress Adviser's Billing department at 877.955.8478 x4.

Lynh Rust

School District Representative (Name)

School District Representative (Signature)

Date

Steve Hiscock

Progress Adviser Representative (Name)

Progress Adviser Representative (Signature)

10/14/16

Date

Progress Adviser, INC.
 1445 Victor Ave Suite C
 Redding, CA 96003 US
 (877)955-8478
 billing@progressadviser.com
 www.ProgressAdviser.com

**BILL TO**

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

INVOICE 16-17-076**DATE 09/06/2016 TERMS Net 30****DUE DATE 10/06/2016**

ACTIVITY	QTY	RATE	AMOUNT
Annual Contract 2016-2017 Annual Contract (FIT Component) Prorated to 10 months discount applied to cost per student .25 x .833 = .2083 per student	53,833	0.2083	11,213.41
Build Out Fee 1 - Year Contract \$199 per site, Waived.	0	199.00	0.00
Support & Training Support and Training Package	1	5,000.00	5,000.00

Thank you for your business!

TOTAL DUE	\$16,213.41
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Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Orange, CA 92869
Telephone Number: (714) 923-3191
Fax Number: (714) 923-3192
E-mail: events@iroec.org

BASIC EVENT CHECK: IR3599

Event Date: Tue, Oct 11, 2016 - Fri, Oct 14, 2016

Event Name: SAN JUAN ELEMENTARY

Site: IROEC

Salesperson: Mary Carr

Contact: Silvia Pule

Daytime Phone: (949) 493-4533

Mailing Address: 31642 El Camino Real

Fax Number: (949) 240-9174

San Juan Capistrano, CA 92675

On-Site Contact:

E-mail: spule@capousd.org

Day/Date	Start/End Time	Location	Function	Est	Gte	Set	Rental	P/P Fee
Tue, 10/11/16	9:30AM-10:00AM	OEC	Arrival	100	112	112	\$0.00	\$295.00
Tue, 10/11/16	10:00AM-11:00PM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Lodging	100	112	112	\$0.00	\$0.00
Tue, 10/11/16	12:00PM- 1:00PM	Dining Hall Meals	Lunch	100	112	112	\$0.00	\$0.00
Tue, 10/11/16	5:30PM- 6:30PM	Dining Hall Meals	Dinner	100	112	112	\$0.00	\$0.00
Tue, 10/11/16	8:30PM- 9:00PM	OEC	Snacks	100	112	112	\$0.00	\$0.00
Wed, 10/12/16	7:00AM-11:00PM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Lodging	100	112	112	\$0.00	\$0.00
Wed, 10/12/16	8:00AM- 9:00AM	Dining Hall Meals	Breakfast	100	112	112	\$0.00	\$0.00
Wed, 10/12/16	12:00PM- 1:00PM	Dining Hall Meals	Lunch	100	112	112	\$0.00	\$0.00
Wed, 10/12/16	5:30PM- 6:30PM	Dining Hall Meals	Dinner	100	112	112	\$0.00	\$0.00
Wed, 10/12/16	8:30PM- 9:00PM	OEC	Snacks	100	112	112	\$0.00	\$0.00
Thu, 10/13/16	7:00AM-11:00PM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Lodging	100	112	112	\$0.00	\$0.00
Thu, 10/13/16	8:00AM- 9:00AM	Dining Hall Meals	Breakfast	100	112	112	\$0.00	\$0.00
Thu, 10/13/16	12:00PM- 1:00PM	Dining Hall Meals	Lunch	100	112	112	\$0.00	\$0.00
Thu, 10/13/16	4:30PM- 5:30PM	Dining Hall Meals	Dinner	100	112	112	\$0.00	\$0.00
Thu, 10/13/16	7:30PM- 9:00PM	Staff-led Activities	Campfire w/ S'mores	100	112	112	\$0.00	\$0.00
Fri, 10/14/16	7:00AM-10:00AM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Check-Out	100	112	112	\$0.00	\$0.00

Amended

Fri, 10/14/16	8:00AM- 9:00AM	Dining Hall Meals	Breakfast	100	112	112	\$0.00	\$0.00
Fri, 10/14/16	10:00AM-10:30AM	OEC	Departure	100	112	112	\$0.00	\$0.00

TOTAL CHARGES					
	Charges	Service Charge 0.00 %	Subtotal	Tax	Total
Facility Rental	\$33,040.00	\$0.00	\$33,040.00	\$0.00	\$33,040.00
Food	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beverage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Set-Up	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals	\$33,040.00	\$0.00	\$33,040.00	\$0.00	\$33,040.00
Payment Arrangements:					Payments Received
					(\$1,000.00)
					Discounts/Adjustments
					(\$3,360.00)
					Balance Due
					\$28,680.00

Payment History: \$1,000.00 5/12/2016 Credit Card

The IROEC accepts payment via check or credit card. To pay by credit card please call 714-923-3191. Please make checks payable to IROEC/OCBSA. Payment address only: Orange County Council, Inc. Attn:IROEC Operations - 1211E. Dyer Road, Santa Ana, CA 92705.



Irvine Ranch Outdoor Education Center
2 Irvine Park Road
Orange, CA 92869
Telephone Number: (714) 923-3191
Fax Number: (714) 923-3192
E-mail: events@iroec.org

Contact: Silvia Pule
Mailing Address: 31642 El Camino Real
San Juan Capistrano, CA 92675
E-mail: spule@capousd.org

EVENT CONTRACT: IR3599
Event Date: Tue, Oct 11, 2016 - Fri, Oct 14, 2016
Event Name: SAN JUAN ELEMENTARY - 5TH GRADE
Site: IROEC
Salesperson: Mary Carr

Daytime Phone: (949) 493-4533
Fax Number: (949) 240-9174
On-Site Contact:

ACADEMIC EVENT CONTRACT

This AGREEMENT, made and entered into this date by The Irvine Ranch Outdoor Education Center, (hereinafter referred to as the IROEC), and San Juan Elementary - 5th Grade, (hereinafter referred to as the CUSTOMER), under which the IROEC and the CUSTOMER, mutually agree to the following:

GUARANTEED ATTENDANCE

The IROEC schedules staff and meal service based on the CUSTOMER'S anticipated number of event participants. The IROEC therefore requires confirmation of final numbers, fourteen (14) days prior to the Event Date.

Day/Date	Start/End Time	Location	Function	Est	Gte	Set	Rental	P/P Fee
Tue, 10/11/16	9:30AM-10:00AM	OEC	Arrival	100	100	100	\$0.00	\$295.00
10/11/16	10:00AM-11:00PM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Lodging	100	100	100	\$0.00	\$0.00
Tue, 10/11/16	12:00PM- 1:00PM	Dining Hall Meals	Lunch	100	100	100	\$0.00	\$0.00
Tue, 10/11/16	5:30PM- 6:30PM	Dining Hall Meals	Dinner	100	100	100	\$0.00	\$0.00
Tue, 10/11/16	8:30PM- 9:00PM	OEC	Snacks	100	100	100	\$0.00	\$0.00
Wed, 10/12/16	7:00AM-11:00PM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Lodging	100	100	100	\$0.00	\$0.00
Wed, 10/12/16	8:00AM- 9:00AM	Dining Hall Meals	Breakfast	100	100	100	\$0.00	\$0.00
Wed, 10/12/16	12:00PM- 1:00PM	Dining Hall Meals	Lunch	100	100	100	\$0.00	\$0.00
Wed, 10/12/16	5:30PM- 6:30PM	Dining Hall Meals	Dinner	100	100	100	\$0.00	\$0.00
Wed, 10/12/16	8:30PM- 9:00PM	OEC	Snacks	100	100	100	\$0.00	\$0.00
Thu, 10/13/16	7:00AM-11:00PM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Lodging	100	100	100	\$0.00	\$0.00
Thu, 10/13/16	8:00AM- 9:00AM	Dining Hall Meals	Breakfast	100	100	100	\$0.00	\$0.00

Thu, 10/13/16	12:00PM- 1:00PM	Dining Hall Meals	Lunch	100	100	100	\$0.00	\$0.00
Thu, 10/13/16	4:30PM- 5:30PM	Dining Hall Meals	Dinner	100	100	100	\$0.00	\$0.00
Thu, 10/13/16	7:30PM- 9:00PM	Staff-led Activities	Campfire w/ S'mores	100	100	100	\$0.00	\$0.00
Thu, 10/14/16	7:00AM-10:00AM	Bungalow Room 1 Bungalow Room 2 Bungalow Room 3 Bunkhouse-LA Bunkhouse-LR Bunkhouse-UA	Check-Out	100	100	100	\$0.00	\$0.00
Fri, 10/14/16	8:00AM- 9:00AM	Dining Hall Meals	Breakfast	100	100	100	\$0.00	\$0.00
Fri, 10/14/16	10:00AM-10:30AM	OEC	Departure	100	100	100	\$0.00	\$0.00

Event Notes: Deposit (\$1,000) & Contract due: 4/29/16

Final payment, guaranteed numbers & forms (listed below) due: 9/27/16

Student/Parent Forms

1. Code of conduct and discipline policy
2. Health and permission form
3. Medication information form
4. Recreational waiver

Teacher Forms

1. Bunkhouse room assignments
2. Trail group assignments

Dietary Restrictions:

Transportation:

GATE CODE: (#1003)

Academic Programs:

Additional Information:

TOTAL CHARGES					
	Charges	Service Charge 0.00 %	Subtotal	Tax	Total
Facility Rental	\$29,500.00	\$0.00	\$29,500.00	\$0.00	\$29,500.00
Food	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beverage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Set-Up	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Totals	\$29,500.00	\$0.00	\$29,500.00	\$0.00	\$29,500.00
Payment Arrangements:					
Payments Received					\$0.00
Discounts/Adjustments					(\$3,000.00)
Balance Due					\$26,500.00

PAYMENTS, CANCELLATIONS & REFUNDS

OSIT

A \$1000 deposit is required within fourteen (14) days of receiving your final confirmed EVENT CONTRACT. Once a reservation is made and a deposit applied, the reservation date(s) and facilities become UNAVAILABLE for any other user-group to reserve. The deposit is therefore, non-refundable. Final payment is due fourteen (14) days prior to the group's arrival date.

We request that you initially reserve only the number of spaces you can guarantee to fill at the time of the reservation. We are more than happy to assist you with additions after the initial reservation but decreases are not permitted. A guaranteed participant count is due 14 days prior to the group's arrival date to facilitate meals and staffing. The IROEC accepts payment via check or credit card. Cash will not be accepted. Please make checks payable to IROEC / OCBSA.

Payment address only:
Orange County Council, Inc.
Attn: IROEC Operations
1211 E. Dyer Road
Santa Ana, CA 92705

CANCELLATION POLICY:

Notice of cancellation with a Request for a credit or refund of all or part of the cancelled reservation must be submitted in writing via FAX, email or standard mail.

- Cancellations with a credit or refund request made 30 or more days prior to the start date of the reservation will be eligible to receive 100% of funds paid in excess of the non-refundable deposit.
- Cancellations with a credit or refund request made 14-29 days prior to the reservation will be eligible to receive 50% of the funds paid in excess of the non-refundable deposit.
- Cancellations made less than 14 days prior to the reservation will NOT be eligible for a credit or refund, even for weather-related concerns.

TUITION / CAMPER SICKNESS / CANCELLATION INSURANCE

The IROEC does not provide Tuition, Camper Sickness or Cancellation Insurance. Guests are encouraged to obtain their own coverage(s) if they deem it necessary. While not endorsing any specific agency or policy, the following companies offer a variety of Camp Program Cancellation and Interruption Insurance options:

www.campinsurancepro.com
www.aplusplans.com

WEATHER POLICY:

The IROEC is an all-weather facility and runs programs 24/7 all year long, rain or shine. The majority of our recreation activities can still be achieved in inclement weather, including rain. Alternative activities are employed when necessary.

We encourage you to prepare for the anticipated weather conditions during your reservation date(s) and to communicate this information to your event participants.

Please refer to the cancellation policy for procedures concerning credit or refund of funds.

EXTREME CONDITIONS:

The safety of our guests and staff is our top priority and we will only run programs when it is safe to do so.

In the event of fire, flood, or extreme weather conditions, the IROEC may elect to close an area(s) for safety reasons. The decision to close and the duration of such a closure is at the sole discretion of the IROEC.

If such a closure makes it impossible for you to complete a scheduled activity, you may request a credit, refund or reschedule of cancelled activities for those areas affected by that closure.

COSTS PER CAMPER

For each scheduled resident Science Camp session, CUSTOMER agrees to pay the IROEC:

\$365.00 per participant (4-night camp)

\$265.00 per participant (3-night camp)

\$165.00 per participant (2-night camp)

\$195.00 per participant (1-night camp)

The per participant fee includes rental space at the IROEC for purposes of conducting CUSTOMER'S academic program classes, all necessary program supplies and materials, meal service, lodging, supervision and the professional services of the IROEC academic and program staff.

CUSTOMER'S OBLIGATIONS

The CUSTOMER shall provide a minimum of two (2), certified personnel to assist with supervision at the IROEC. The minimum attendance is 2 adults per EVENT and an increasing ratio of 1:35 admin adults per camper.

The CUSTOMER shall provide exclusive supervision daily during "Teacher Time", (usually the one hour immediately after lunch or dinner). Recreational activities and equipment will be provided by the IROEC.

The CUSTOMER acknowledges that all attending participants meet the California Health & Safety Code (Division 105, Part 2, Chapter 1, Sections 120325 - 120380, Title 17) regarding required immunizations.

The CUSTOMER shall confirm that all participants complete and provide the IROEC Health & Medical Form and if necessary, the IROEC Medications Form, (for identification, storage and dispensing of participant medications and supplements).

FACILITY ACCESS & PARKING

CAMP ACCESS

The IROEC is located inside The Irvine Regional Park at the north end of Jamboree Road in Orange, CA. The park gates open at approximately 6:00am each morning and close at 9:00pm, (6:00pm in winter). After-hours access is available via the IROEC services / commissioner staff, but MUST be pre-arranged before your event.

GATE CODES

During regular operational hours, the OC Parks Dept. charges an access/parking fee for entry into the park. Guests and participants bound for the IROEC can avoid this fee via use of an IROEC access gate code. If an attendant is present, advise them that you are going to the IROEC and tell them your pre-assigned gate code. If no attendant is present, drive forward to the electronic access gate and enter your 4-digit code, (along with the preceding # sign), into the keypad. (Use the keypad that resembles a payphone, not the larger automated attendant with the cash & credit card reader).

The electronic gate allows only one (1) vehicle per entry, so EVERY vehicle must enter a code.

The CUSTOMER is given an access gate code at the time of their event confirmation and it is their responsibility to distribute that code to their guests and participants.

PARKING

All vehicles entering the IROEC must park in designated or staff-approved parking areas.

Carpooling is highly recommended as the IROEC has very limited parking space available.

GENERAL INFORMATION & CAMP RULES

CAMP MEALS / DIETARY RESTRICTIONS

User groups MUST communicate the dietary needs of the participants no less than fourteen (14) days prior to arrival. The IROEC is a nut-safe kitchen with a no-fish menu. We provide vegetarian options but are unable to guarantee gluten-free, non-dairy or sugar free meals. There is always a wide variety of food options at every meal.

SMOKING

Smoking onsite is strongly discouraged, but is permitted ONLY in our designated smoking areas; (the concrete behind the kitchen or on the gravel-area of the lower, "Weir Canyon" parking lot). Guests found smoking in ANY other area of camp, present an unacceptable hazard and fire risk. Your event may be subject to immediate cancellation without refund and may incur policy violation fees*.

ALCOHOL

No alcohol is permitted at any time, during any academic-related event or reservation.

LOST & FOUND

Due to the high volume of IROEC participants, (over 42,000 per year), we cannot hold Lost & Found items longer than seven (7) days. All lost items of significant material value, (cameras, cell-phones, wallets, glasses, keys, etc ...), are kept in the admin office safe. Items such as towels, sweatshirts and sleeping bags and placed in the Lost & Found bin located inside the Program Office. Every attempt to contact the owner(s) of lost items will be made, subject to being able to identify said owners. Items left unclaimed after seven (7) days will be discarded or donated to charitable organizations.

SITE INSPECTIONS

We make every effort to ensure that all rentable facilities at the IROEC are prepared in ready-to-use, clean, well-maintained condition. Within two hours of arrival, guests must communicate any damage or unsatisfactory condition(s) of their rented spaces and facilities. If no such notification is received, everything will be considered to be in acceptable and working condition. IROEC staff will inspect all areas at the completion of all events to determine if any additional fees for cleaning or damage need to be assessed.

RECREATIONAL WAIVERS, BUNKHOUSE & TRAIL GROUP FORMS

If a guest will be participating in any shooting sport, climbing, challenge course, zip line, guided hike or aquatic activity, they must complete and sign the IROEC Recreational Waiver.

The CUSTOMER shall provide completed Bunkhouse & Trail Group forms to the IROEC at least fourteen (14) days prior to arrival.

RULES & REGULATIONS

The CUSTOMER will abide by the rules and regulations established by the IROEC for all programs and operations, to and including the IROEC Code of Conduct & Discipline Policy, (signature required for ALL participants).

DAMAGE, CLEANING & LIABILITY (POLICY & FEES)

Due to the wide range of possible damage, cleaning and other risk exposure created by event participants utilizing IROEC activity areas, meeting space and lodging, a minimum FLAT-FEE of \$500.00 has been established to clean, recover and/or repair as needed.

The \$500.00 FLAT-FEE will be applied for ANY damage, decoration violation, unauthorized alcohol use, smoking, graffiti, property loss or theft, any insurance liability risk or other such condition that could be defined as a material loss.

This fee can easily increase depending on the specific nature of the damage, violation or risk presented by the involved participant(s). In such an instance, the matter would be handled on a case-by-case basis.

HOLD HARMLESS, RELEASE AND INDEMNIFICATION

The undersigned, understand that use of facilities at The Irvine Ranch Outdoor Education Center, (IROEC), owned and operated by the Orange County Council of the Boy Scouts of America, involves a certain degree of risk that could result in injury or death.

In consideration of the benefits to be derived, and after carefully considering these risks, and in view of the fact that the OCBSA is a non-profit organization, I, the undersigned, understand that the IROEC is a multi-use facility. As such, the following areas are considered shared-space and may be open and available for several user groups at the same time: the main Dining Hall, the First American Field, the Aquatics Center and the Amphitheater. Exceptions to multiple group use will be handled via a separate Exclusive Use Agreement.

I, the undersigned, and on behalf of myself and any and all individuals and/or organizations with which I may be associated or who may attend and/or participate in events referenced in this document, assume any and all risk and any and all derivative claimants understand and hereby agree to hold the IROEC and the OCBSA and their officers, board members, employees, heirs, successors and assigns, free and harmless from any and all claims and causes of action. Be it in nature of personal injury or otherwise by reason of the undersigned's use of the premises and facilities, including but not limited to: picnic areas, shelters, campgrounds, etc ... located at 2 Irvine Park Road - Orange, CA 92869.

In signing this Event Agreement and Hold Harmless clause, the undersigned acknowledges that he/she has carefully read and understood the entire agreement. Furthermore, the undersigned understands that he/she is waiving any rights to file a lawsuit or initiate a claim procedure in respect to recovery for any personal injuries, property damage or losses sustained by the undersigned or any minor child under the undersigns care and/or control. The undersigned further accepts and understands that this agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

*If signing for a group, corporation or other entity, I hereby acknowledge that I have authority to do so.

☐ FULLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND HEREBY VOLUNTARILY THIS AGREEMENT, WAIVER, RELEASE & HOLD HARMLESS DOCUMENT.

LYNH MUST
NAME (Please Print)

[Signature]
Signature

09.30.16
Date

Please Fax This Completed Form To The IROEC at 714-923-3192
or send via email to: Events@iroec.org

In order to confirm your reserved date, the IROEC must receive a deposit within
fourteen (14) business days of final Event Contract received.

The Irvine Ranch Outdoor Education Center
2 Irvine Park Road ~ Orange, CA 92869
T: 714-923-3191 ~ F: 714-923-3192
www.outdooreducationcenter.org

Payment address only:
Orange County Council, Inc.
Attn: IROEC Operations
1211 E. Dyer Road
Santa Ana, CA 92705

SIMON YOUTH ACADEMY AT THE SHOPS AT MISSION VIEJO
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is voluntarily made and entered into by and between Capistrano Unified School District, a California school district ("Public School Partner") and Simon Youth Foundation, Inc., an Indiana nonprofit corporation ("SYF"), as of the date of last execution by Public School Partner and SYF, to be effective on November 1, 2016 (the "Effective Date").

Preliminary Statement

SYF has a commitment to improving educational opportunities, career development, and life skills for at-risk youth. SYF establishes and operates Simon Youth Academies (the "Academy") generally located within selected shopping malls, which are owned and managed by Simon Property Group, L.P. ("SPG"), including Community/Lifestyle Centers, Premium Outlets TM and Mills properties and wishes to establish an academy in Mission Viejo, California that utilizes the resources of **The Shops at Mission Viejo** (the "Mall") to enhance the opportunities created by the Academy.

By execution of this MOU, SYF and Public School Partner (collectively, the "Parties," and individually, a "Party") desire to memorialize their intent regarding the selection, development and operation of an educational program located in Mission Viejo, California within the Academy (the "Local Academy").

Terms and Conditions

In consideration of the mutual covenants of the Parties as set forth in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the terms and conditions set forth below.

ARTICLE I

DEVELOPMENT AND OPERATION OF THE LOCAL ACADEMY

The Parties desire, covenant and agree to develop and operate the Local Academy upon the following terms and conditions:

Section 1.1. Location of the Local Academy. The Local Academy shall be located in Unit 825 in The Shops at Mission Viejo, 555 The Shops at Mission Viejo, Mission Viejo, California, 92691. (the "Premises"). The Premises shall be called and marketed as "**Simon Youth Academy at the Shops at Mission Viejo**". Subject to Sections 1.2, 1.3 and 1.4, SYF shall provide the physical space for the Premises and the Premises shall be used by the Public School Partner in accordance with the terms and conditions of this MOU. Attached as Exhibit A is a rendering of the Premises.

Section 1.2. Obligations of the Public School Partner. Public School Partner agrees to accept the following responsibilities and satisfy the following reporting obligations:

- (a) Local Academy Operations. Public School Partner shall:

- (1) Establish and maintain the Local Academy in a suitable educational atmosphere that supports a learning environment in which all students have access to varied and challenging learning opportunities and appropriate interventions and/or modifications to meet the standards and foster life-long learning and productive citizenship;
- (2) Establish, maintain and operate the Local Academy in accordance with the alternative education, student enrollment, staffing, curriculum, administration and funding statements and parameters set forth in the Letter of Intent attached as Exhibit B (the "LOI");
- (3) Comply with state and local building and safety standards, and, except to the extent the responsibility and obligation of SYF and/or SPG in connection with the Premises, ensure that the Premises and related Local Academy facilities are sufficient to accommodate the intended enrollment;
- (4) Provide appropriate referrals and structured admissions process and work toward annual enrollment of at least 40 students;
- (5) Designate a Public School Partner representative to act as a liaison with SYF and to manage the Local Academy including coordinating training, marketing, advancement, communications, technology, and research relating to the Local Academy;
- (6) Provide the appropriate on-site staff, including designated Local Academy administrator to act as a liaison with SYF for daily academy operations;
- (7) Identify the curriculum components of the Local Academy that align with district, state and national standards for alternative education/blended learning strategies for Local Academy students;
- (8) Maintain a college and career readiness strategy aligned with district, state and national standards for post-secondary transitions; and
- (9) Facilitate the distribution and completion of the SYF Senior Student Graduation Survey each graduation period and coordinate with the Landlord for the Premises in implementing and administering Public School Partner's safety and security policies and procedures.
- (10) Maintain the Premises in a first class manner and in accordance with the terms and conditions of the lease for the Premises.
- (11) Maintain and replace the appliances, furnishings, fixtures and equipment used in connection with the operation of the Local Academy and the Premises in a first class manner.

(b) Local Academy Reporting. The Public School Partner shall:

- (1) Collect, organize and analyze test data and other information about the Local Academy students and their performance and make this information available to SYF for report preparation, funding opportunities, and other

program-related purposes. All student data must be provided in quantitative/qualitative format in a non-identifiable manner as required by the Family Educational Rights and Privacy Act (FERPA) or other applicable law;

- (2) Authorize the Local Academy administrator to report all student baseline and program outcome data, including demographics, attendance, grades, promotion, retention, graduation, credits behind/credits earned, standardized testing records, and end-of-year student status. All student data must be provided in quantitative/qualitative format in a non-identifiable manner as required by the Family Educational Rights and Privacy Act (FERPA) or other applicable law; and
- (3) Report the data outlined on Exhibit C in connection with the following reporting requirements and in accordance with the following reporting schedule:

Simon Youth Academy Annual Reporting Report Due Dates Each School Year	
Local Academy Outcome Midyear Dashboard Report	November 1, of each school year
Local Academy End-of-Year Report	July 1, of each school year
Student and Teacher Enhancement Grants Final Report	October 1, of each school year; or according to grant proposal process

- (c) Local Academy Student and Teacher Supports. Public School Partner shall:
 - (1) Allow at least one Local Academy representative to attend the SYF annual conference at the expense of SYF;
 - (2) As SYF funds are available, submit a yearly proposal for student and teacher enhancements for the Local Academy;
 - (3) As SYF funds are available, submit eligible students for Local Academy scholarships in accordance with scholarship programs and policies;
 - (4) Utilize the SYF media resources for disseminating program information and for the SYA staff to share respective ideas, activities, and program outcomes;
 - (5) Utilize the SYF collateral materials, logos, images, and promotional materials written or designed for public consumption in accordance to the SYF Style Guide, as outlined in Exhibit D; and
 - (6) Allow and participate in SYF visits with invited partners and/or donors.
- (d) Local Academy Partnership Engagement and Supports. Public School Partner shall:

- (1) Support the Community Advisory Committee (CAC) comprised of members from local shopping mall managers, businesses, community organizations and educational institutions that support the educational outcomes of the Academy and the Local Academy;
- (2) Identify with the CAC an action plan for developing partnerships with local businesses to support the following Local Academy key activities:
 - (a) Participate in back to school/open house activities;
 - (b) Conduct graduation activities in accordance with the Public School Partner's guidelines and in consultation with SYF;
 - (c) Develop job shadowing/internship opportunities; and
- (3) Prepare a financial accounting, including capital improvements and operating budget for review and approval for the Local Academy as part of the annual budget operations and submit to SYF by November 1, of each year.

Section 1.3. Obligations of SYF. SYF agrees to take the following actions:

- (a) Pursuant to Section 1.1, provide no less than 1,200 square feet of physical space for the Local Academy in the Mall;
- (b) Per funds available, provide student and teacher enhancement grant funds to support the Local Academy by SYF in its sole discretion;
- (c) Per funds available, provide scholarship fund opportunities for graduating Local Academy students as determined and awarded by SYF in its sole discretion;
- (d) Per funds available, provide additional funding opportunities, if and when they become available, to enhance implementation of the Local Academy and its programs;
- (e) Per funds available, provide capital improvements per rotating scheduled maintained by SYF in its sole discretion;
- (f) Provide technical assistance, ongoing monitoring with feedback for the effective operation of the Local Academy;
- (g) Conduct at minimum one site visit per every other academic year to the Local Academy site for observations and feedback, contingent upon availability of funds to conduct visits;
- (h) Conduct an annual conference during the school year, contingent upon availability of funds to conduct these events, supporting the travel and accommodations of at least one attendee per each local academy;

- (i) Provide at least one online engagement per academic school year through web conferencing/meeting with Local Academy administrators and/or designee to support key activities;
- (j) Recognize, and where appropriate, publicize the accomplishments of students, staff, and others associated with the Local Academy;
- (k) Maintain the confidentiality of all student education records and student information obtained from the Local Academy and Public School Partner in connection with the Local Academy;
- (l) Assist in the identification of local organizations, individuals and other available resources that may provide support for the Local Academy, students, their families, and staff;
- (m) Engage and inform the CAC so that it provides maximum benefits to the Local Academy in the following key activities:
 - (a) Participate in back to school/open house activities;
 - (b) Conduct graduation activities in accordance with the Public School Partner's guidelines and in consultation with SYF;
 - (c) Develop job shadowing/internship opportunities; and
- (n) Develop SYF media resources to help market the Academy and the Local Academy to key stakeholders;
- (o) Maintain records for Mall management of Mall space used by the Local Academy that includes statistics for space used per student;
- (p) Support the alternative education/blended learning strategies of the Local Academy that align with district, state and national standards; and
- (q) Assist in identifying higher education partnerships that encourage dual enrollment, scholarships, and academic support for eligible Local Academy students.

Section 1.4. Mutual Obligations of Public School Partner and SYF. The Public School Partner and SYF shall:

- (a) Support the continuous improvement and high level operations of the Local Academy as described in this MOU;
- (b) Cooperate with each other, the local community, Mall management, the California Department of Education, and other entities in the development of a comprehensive public relations plan to promote the Academy, the Local Academy and Public School Partner;
- (c) Develop and maintain an annual mutually agreeable plan to support the Local Academy operations and student outcomes; and

- (d) Participate in an annual review of the Local Academy with the Local Academy director, staff and designated representative of Public School Partner.

Section 1.5. Management of the Local Academy. Information relating to Local Academy management, their respective titles, and responsibilities and qualifications shall be provided by Public School Partner to SYF prior to the Local Academy opening and shall be updated on a quarterly basis during the Term.

ARTICLE II

EXPECTATIONS OF THE PARTIES

Section 2.1. Expectations for the Local Academy. The Parties intend that the Local Academy will provide a high quality educational experience in a safe academic environment that utilizes research based teaching techniques and behavior management strategies appropriate for the target student population. The educational program may combine self-paced and competency-based learning, as allowed by the Public School Partner, and life skills learning with structured work internships, work skill development, career planning, service learning, and personal development. The Parties contemplate that enrollment in the Local Academy will provide students with a second chance to earn a high school diploma, and that for many it will be an educational option of choice. The Parties further intend that the Local Academy will be used on a year-round basis for as many hours as deemed feasible by SYF and Mall management in their sole discretion. Thus, additional educational and development activities may be offered during hours when classes at the Local Academy are not in session. These additional activities may include, but are not limited to, educational and cultural enrichment, remedial assistance, tutoring, mentoring by caring adults, job training, life skills development and recreation as determined by Public School Partner in consultation with and agreed to by SYF. The Parties shall cooperate with each other in good faith in the operation of the Local Academy. Public School Partner acknowledges and agrees that SYF has relied on and approved the alternative education, student enrollment, staffing, curriculum, administration and funding statements and parameters set forth in the LOI and such statements and parameters collectively form a material basis for SYF's election to select, develop and operate the Local Academy and enter into this MOU with Public School Partner. Public School Partner shall not change, eliminate or materially deviate from such alternative education, student enrollment, staffing, curriculum, administration and/or funding statements and/or parameters set forth in the LOI without the prior written consent of SYF.

Section 2.2. Promotion and Marketing of the Local Academy. The Parties shall cooperate in the promotion and marketing of the Local Academy and any promotion or marketing shall be pursued and accomplished in accordance with the mutual agreement of the Parties.

Section 2.3. Publicity. As the existence of the relationship between the Parties is of significant marketing value to all, during the Term, each Party shall be entitled to announce its special relationship with the other Party and to thereafter publish references to the relationship, provided that each Party shall be obligated to seek prior approval of the form and substance of any public announcement from the other Party, which approval shall not be unreasonably withheld or delayed.

Section 2.4. Financial Obligations of Parties; SYF Grants.

- (a) Obligations of the Public School Partner. Public School Partner shall assume all expenses associated with staffing, managing and operating the Local Academy as such allocation of expenses is described in the Site Cost Responsibilities Worksheet, attached hereto and made a part hereof, as Exhibit E; provided, further, that Public School Partner represents and warrants that it has the financial capacity to satisfy its financial obligations as set forth in Exhibit E and knows of no circumstances that will cause it to cease having appropriate financial capacity in the future.
- (b) Obligations of SYF. SYF shall assume all expenses as such allocation of expenses is described in the Site Cost Responsibilities Worksheet attached hereto and made a part hereof as Exhibit E; provided, however, that title to any furnishings, fixtures or equipment contributed by SYF in accordance with Exhibit E (collectively, the "FF&E") shall transfer to Public School Partner immediately upon delivery to the Premises and SYF shall have no further financial or other obligations in connection with such FF&E, including, without limitation, costs to maintain, store or dispose of the FF&E. Public School Partner acknowledges and agrees that SYF shall have no further financial or other obligations except as expressly set forth on Exhibit E and as otherwise expressly provided for in this MOU. The Parties acknowledge and agree that as of the date hereof, SYF's total investment in the Premises and the Local Academy, including, without limitation, the cost of the FF&E, is \$8,945 (the "Initial Investment").
- (c) SYF Grants. Public School Partner acknowledges and agrees that SYF may, from time to time, provide certain grants (each, a "SYF Grant" and collectively, the "SYF Grants") to Public School Partner that will allow Public School Partner to (1) make physical improvements to the Premises, (2) purchase furnishings, fixtures or equipment to be owned by the Public School Partner and used in the Premises and by the Local Academy, (3) fund programs or events that will directly or indirectly benefit the Local Academy, or (4) purchase instructional materials for use by the Local Academy. The terms and conditions and approved uses for each such SYF Grant and the ownership of any furnishings, fixtures or equipment purchased with a SYF Grant shall be documented in separate grant agreements to be executed by and between the Parties (each, a "SYF Grant Agreement" and collectively, the "SYF Grant Agreements") and no such SYF Grant shall be funded until the corresponding SYF Grant Agreement is executed by the Parties. Public School Partner acknowledges and agrees that each such SYF Grant shall be used in a manner that will directly benefit or positively impact the Local Academy and in accordance with the terms and conditions contained in each corresponding SYF Grant Agreement. Notwithstanding the foregoing, Public School Partner acknowledges and agrees that each SYF Grant shall be provided in SYF's sole and absolute discretion and SYF shall have no duty or obligation to provide any SYF Grants to Public School Partner.
- (d) SYF Overhead. SYF may incur from time-to-time during the Term certain travel, accounting, legal, and consulting costs, expenses and fees in connection with the establishment and oversight of the Local Academy and the Premises (collectively, the "SYF Overhead"). In the event this MOU is terminated in accordance with Section 3.2(d), SYF shall provide Public School Partner with documentation of such SYF Overhead and Public School Partner shall reimburse SYF for such SYF Overhead in accordance with Section 3.2(d).

ARTICLE III

TERM AND TERMINATION

Section 3.1. Term. Subject to the following provisions hereof, this MOU shall be effective for a term beginning on the Effective Date and continuing through and including October 31, 2021 (the "Initial Term"). Provided that the Local Academy is operating in accordance with the terms and conditions of this MOU as determined by SYF in its sole discretion and Public School Partner has not materially breached or failed to perform any duties or obligations hereunder and such breach or failure has not remained uncured after written notice to Public School Partner, SYF may elect to extend the Initial Term of this MOU for successive five (5) year periods on the same terms and conditions as provided in this MOU. Each such extension shall be effective upon execution by SYF and Public School Partner of a written agreement memorializing each such extension. Any reference in this MOU to "Term" shall mean the Initial Term as it may be extended from time to time pursuant to this Section 3.2.

Section 3.2. Termination; Effect of Termination. Notwithstanding anything to the contrary contained herein, this MOU shall terminate upon the occurrence of any of the following:

- (a) Either Party provides one hundred eighty (180) days written notice to the other Party of its termination of this MOU without cause.
- (b) SYF provides ten (10) days written notice to Public School Partner of a material breach or failure to perform any duties or obligations hereunder by Public School Partner, with such notice stating with reasonable particularity the nature of the material breach or failure to perform, and such material breach or failure to perform remains uncured for thirty (30) additional days.
- (c) Immediately upon SYF's written notice that lease for the Premises with the owner thereof has been terminated.
- (d) Notwithstanding anything to the contrary contained herein, in the event that this MOU is terminated by (i) Public School Partner, without cause pursuant to Section 3.2(a) above, (ii) SYF, pursuant to Section 3.2(b) above, or (y) SYF, pursuant to Section 7.4 below, then within ten (10) days following SYF's written demand therefor, Public School Partner shall pay to SYF, in immediately available funds, a termination fee comprised of the following amounts:
 - (1) 100% of the Initial Investment and the SYF Overhead if such termination occurs on or before the first (1st) anniversary of the Effective Date.
 - (2) 100% of a SYF Grant if such termination occurs on or before the first (1st) anniversary of the corresponding SYF Grant Agreement.
 - (3) 80% of the Initial Investment and the SYF Overhead if such termination occurs on or before the second (2nd) anniversary of the Effective Date.
 - (4) 80% of a SYF Grant if such termination occurs on or before the second (2nd) anniversary of the corresponding SYF Grant Agreement.

- (5) 60% of the Initial Investment and the SYF Overhead if such termination occurs on or before the third (3rd) anniversary of the Effective Date.
 - (6) 60% of a SYF Grant if such termination occurs on or before the third (3rd) anniversary of the corresponding SYF Grant Agreement.
 - (7) 40% of the Initial Investment and the SYF Overhead if such termination occurs on or before the fourth (4th) anniversary of the Effective Date.
 - (8) 40% of a SYF Grant if such termination occurs on or before the fourth (4th) anniversary of the corresponding SYF Grant Agreement.
 - (9) 20% of the Initial Investment and the SYF Overhead if such termination occurs on or before the fifth (5th) anniversary of the Effective Date.
 - (10) 20% of a SYF Grant if such termination occurs on or before the fifth (5th) anniversary of the corresponding SYF Grant Agreement.
- (e) Upon termination of this Agreement, Public School Partner agrees to remove Public School Partner's goods and effects, to repair any damage caused by such removal and to peaceably yield up the Premises clean and in good order, repair and condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted. Any personal property of Public School Partner not removed within two (2) days following such termination shall become property of SYF.

ARTICLE IV

INTELLECTUAL PROPERTY MATTERS

Section 4.1. License to Use SYF Logos and Trademarks. The Parties acknowledge and agree that SYF is the owner of or has created certain trademarks, logos and trade names listed on Exhibit F (collectively, the "SYF Trademarks"). During the Term and subject to the following conditions, SYF grants the Public School Partner a non-exclusive, non-transferable, terminable license to solely use the SYF Trademarks in connection with the Academy and the Local Academy. Any use by Public School Partner of any SYF Trademark is, however, subject to the Public School Partner obtaining from SYF prior written approval of SYF for any proposed use. Public School Partner acknowledges and agrees that SYF retains all right, title and interest in the SYF Trademarks and the value and goodwill associated therewith. Nothing in this Agreement will be construed to grant a Public School Partner any right, title or interest in or to the SYF Trademarks, other than as expressly stated in this Section 4.1. All use of the SYF Trademarks by Public School Partner and the goodwill associated therewith shall inure to the benefit of SYF. To the extent that any rights in the SYF Trademarks have inured to the Public School Partner, Public School Partner hereby assigns all rights, title and interest in and to the SYF Trademarks and the goodwill associated therewith to SYF. The Public School Partner agrees that it shall comply with all existing quality control procedures and policies that SYF has adopted and may adopt from time to time in the future regarding the use of the SYF Trademarks and perform all acts reasonably requested by SYF to assure the nature and quality of the use of the SYF Trademarks and the services and products are consistent with and do not detract from the goodwill associated with the SYF Trademarks. If in its sole discretion SYF believes that any use, including but not limited to, any use in already approved marketing material, advertisements, or promotions, is inconsistent with this Agreement or otherwise

damages the goodwill associated with the SYF Trademarks, SYF may notify the Public School Partner of its objection to such use and upon receipt of such notice, the Public School Partner shall immediately cease such use of the SYF Trademarks in the objected to manner, regardless of whether such use was previously approved.

Section 4.2. Intellectual Property Arising From The Academy. The Parties agree that any materials, logos, works of authorship, inventions or developments (whether patentable or not) curriculum, processes, and other information and procedures, including without limitation all trademarks, logos, trade name of the Academy and/or the Local Academy, copyrights, trade secrets, patents or other proprietary rights arising from (or developed by or for) the Academy and/or the Local Academy, including the name of the Academy and the Local Academy (collectively, the "Intellectual Property") shall be owned by SYF and the Public School Partner hereby assigns all right, title and interest in and to the Intellectual Property to SYF. During the Term and subject to the terms and conditions of this Agreement, SYF grants to Public School Partner a non-exclusive, non-transferable, terminable license to use the Intellectual Property solely in connection with the Academy and the Local Academy. SYF's ownership of the Intellectual Property shall include ownership of the Intellectual Property Rights, all trademark applications, copyright applications, patent applications or any resulting trademark registrations, copyright registrations or patents that may be filed or issued. All legal and filing fees associated with such applications shall be borne by SYF and be in the name of SYF. The Public School Partner shall not file any such applications without the advance written consent of SYF.

Section 4.3. Noninfringement. In performing its obligations and responsibilities under this Agreement, Public School Partner shall not infringe, misappropriate or violate any third party's copyrights, trademarks, trade secrets, patents, or other proprietary or contractual rights.

ARTICLE V

DISPUTE RESOLUTION

Except as otherwise provided in Article III, Article VI or this Article V, if any dispute involving the Parties arises out of or relates to this MOU, the Parties agree to submit to and participate in the following dispute resolution mechanisms in the following order:

Section 5.1. Informal Dispute Resolution. The Parties shall meet (the "Initial Meeting") promptly, through representatives with authority to resolve the dispute, and shall attempt in good faith to negotiate a resolution to the dispute without the necessity of involving outside parties.

Section 5.2. Mediation. If, within fifteen (15) days after such Initial Meeting, the Parties have not succeeded in negotiating a mutually agreeable resolution of the dispute, they will appoint a mutually acceptable neutral person not affiliated with either of the Parties (the "Mediator"), and will participate in a non-binding mediation in a good faith effort to resolve the dispute. The mediation shall be held in Indianapolis, Indiana. In the event that the Parties have failed to agree upon the appointment of a Mediator within twenty-five (25) days from the date of the Initial Meeting, SYF shall be entitled to select the Mediator from a firm of attorneys holding themselves out as practicing civil mediators practicing in Indianapolis, Indiana. The Parties shall share equally the costs of the Mediator (including time and reasonable expenses) and any costs. For any other fees or expenses incurred in mediation, each Party shall bear its own costs.

Section 5.3. Jurisdiction and Venue. If the Parties fail to resolve the dispute through mediation within forty-five (45) days of the Initial Meeting, the Parties may initiate a civil action in state or federal court and may thereafter seek any legal and equitable remedies as they may have, subject to the terms and conditions of this MOU. Public School Partner consents to the jurisdiction of any state or federal court located within Marion County, Indiana. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to Public School Partner at the address indicated below each Party's signature, and Public School Partner otherwise waives personal service of any and all process made upon Public School Partner. Public School Partner waives any objection which Public School Partner may have to any proceeding commenced in a federal or state court located within Marion County, Indiana, based upon improper venue or forum non conveniens. Nothing contained in this section shall affect the right of SYF to serve legal process in any other manner permitted by law or to bring any action or proceeding against Public School Partner or its property in any other courts having jurisdiction. SYF and Public School Partner, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this MOU or any of the transactions contemplated by this MOU or any course of conduct, dealing, statements (whether oral or written), or actions of any of them. Neither SYF nor Public School Partner shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver shall not be deemed to have been modified in any respect or relinquished by SYF or Public School Partner except by a written instrument executed by both of them.

ARTICLE VI

INSURANCE, WAIVER AND INDEMNIFICATION

Section 6.1. SYF.

- (a) SYF or SPG or their affiliates shall carry casualty insurance for the Mall and the Premises with such coverage and in such amounts as established by SPG from time-to-time. SYF also agrees to maintain the following coverages and will name or have Public School Partner named as an additional insured thereunder for the claims asserted against Public School Partner related to the Local Academy: (i) a Commercial General Liability Policy with a Combined Single Limit of no less than \$3,000,000 per occurrence and a \$3,000,000 Combined Single Unit, aggregate; and (ii) insurance covering all personal property used in connection with the Local Academy for its full replacement value.
- (b) Notwithstanding anything to the contrary contained herein and to the extent allowed by applicable law, there shall be absolutely no personal liability on the shareholders, partners, officers, directors, agents, related entities, employees or customers of SYF with respect to any of the terms, covenants, conditions and provisions of this MOU. Public School Partner shall look solely to each and every remedy provided to Public School Partner pursuant to the terms of this MOU in the event of default of SYF hereunder. In the event that SYF (and all of its respective shareholders, partners, officers, directors, agents, related entities, employees, customers and invitees) (collectively the "SYF Group") is held liable in any way to Public School Partner for any matter related to this MOU, the Local Academy or the Academy, Public School Partner agrees to look solely to the

proceeds of the insurance carried by SYF in accordance with this Section 6.1 in order to make its recovery, which proceeds shall be the sole right of recovery of Public School Partner.

- (c) None of the SYF Group shall be liable for, and Public School Partner waives all claims for, damage to person or property sustained by Public School Partner or any person claiming through Public School Partner resulting from any accident or occurrence in or upon the Premises or building of which the Premises is a part, or any other part of the Mall. Public School Partner agrees to pay on demand SYF's expenses, including reasonable attorneys' fees incurred in enforcing any obligation of the Public School Partner under this MOU.

Section 6.2. Public School Partner

- (a) Public School Partner agrees that it shall be responsible for any claim of personal injury, property damage and/or theft arising out of or relating to the use and operation of the Local Academy and the Premises and/or the building of which the Premises is a part, or any other part of the Mall.
- (b) Public School Partner agrees to maintain all insurance coverages, other than casualty insurance for the Mall and the Premises, which shall be carried by SYF, SPG or their affiliates as set forth above, including but not limited to the following coverages for the claims asserted against SYF related to the Local Academy (i) a Commercial General Liability Policy with a Combined Single Limit of no less than \$3,000,000 per occurrence and a \$3,000,000 Combined Single Unit, aggregate, (ii) Workmen's Compensation insurance as required by the laws of the State where Local Academy is located, and Employer's Liability insurance with a \$2,000,000 limit; (iii) insurance covering all personal property used in connection with the Local Academy for its full replacement value, and (iv) insurance required pursuant to the lease for the Premises. All members of the SYF Group shall be named as additional insureds on all such insurance coverage maintained by Public School Partner regardless of whether such insurance coverage is in excess of the minimum coverage set forth above and with coverage showing as primary to any other coverage available to any member of the SYF Group which might otherwise cover a claim. Certificates evidencing Public School Partner's compliance as to insurance coverage (and containing a requirement that additional insured be given 30 days' notice of any modification or cancellation) shall be delivered to SYF immediately upon execution of this Agreement and shall be kept current.
- (c) To the extent insurance maintained by Public School Partner on the SYF Group's behalf pursuant to this Section 6.2 does not fully hold all members of the SYF Group harmless, Public School Partner hereby agrees to indemnify, defend and hold harmless the SYF Group and the Mall (and its owners, officers, directors, agents, managers, related entities, employees, customers and invitees) against and from any and all liabilities, obligations, losses, costs, penalties, actions, suits, claims, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever (collectively, "Claims") in any way relating to or arising out of or alleged to arise from (a) any activity of the Public School Partner (including without limitation the activities of Public School Partner's officers, directors, employees, agents, contractors, servants and

students) (collectively, the "Public School Partner Group") including but not limited to negligent acts or omissions or willful misconduct of any Public School Partner Group Member; (b) any violation of Public School Partner of any law, rule, regulation or governmental or administrative permit or order; (c) Public School Partner's breach of any terms or conditions of this MOU; or (d) the acts or omissions of Public School Partner; irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by a member of the SYF Group and regardless of the legal theory upon which the Claim is asserted. THIS INDEMNITY SHALL BE BROADLY CONSTRUED, SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND SHALL APPLY REGARDLESS OF WHETHER IT IS ALLEGED THAT THE SYF GROUP OR PUBLIC SCHOOL PARTNER WERE SOLELY NEGLIGENT, THAT THE SYF GROUP AND PUBLIC SCHOOL PARTNER WERE JOINTLY NEGLIGENT, OR OTHERWISE.

Section 6.3. Survival/Liability Limitation. The indemnity obligations of the Parties set forth in Sections 6.1 and 6.2 shall survive expiration or termination of this MOU. IN NO EVENT SHALL ANY SYF GROUP MEMBER BE LIABLE FOR ANTICIPATED OR LOST PROFITS, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES. Any action by Public School Partner arising out of or relating to this MOU must be commenced by Public School Partner within one year after the cause of action has occurred.

ARTICLE VII

OPERATION OF THE LOCAL ACADEMY

Section 7.1. Control. Public School Partner shall at all times during its use and operation of the Local Academy and the Premises provide sufficient supervision and maintain adequate control of its students, employees, guests or invitees, establish and maintain adequate security measures in accordance with Public School Partner's policies and procedures in effect for other educational facilities operated by Public School Partner, and abide by the terms conditions, rules and regulations contained in the lease for the Premises and as established by the landlord for the Premises from time to time, and be subject to the reasonable control and supervision of Mall management. Public School Partner agrees that it shall, and shall cause its students, employees, guests and invitees to, comply with all rules and regulations promulgated by Mall management, SPG or SPG's affiliates.

Section 7.2. Licenses. In the event there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on and/or in use of the Premises or operation of the Local Academy, Public School Partner shall be responsible for obtaining and maintaining such licenses, authorizations and permits at its own cost and expense. No unlawful activities shall be permitted in the use of the Premises. The possession, storage or use of alcoholic beverages or the engagement of individuals in gambling activities shall not be permitted within the Premises.

Section 7.3. Waste. Public School Partner agrees not to harm the Local Academy and the Premises, commit waste, create any nuisance, make any use of the Local Academy and the Premises and/or the Mall, which is offensive as determined by SYF, in its sole discretion, or do any act tending to injure the reputation of the Mall, SYF, SPG or their affiliates.

Section 7.4. Violations of Law. Notwithstanding any of the foregoing provisions to the contrary, if Public School Partner is deemed to be in violation of any federal, state, municipal,

or local fire, building, or other code, Public School Partner shall immediately cure any and all violations and immediately pay any and all costs, fines and/or penalties attributable to all such violation(s). If Public School Partner fails to cure said violation(s), SYF may at its sole discretion either (a) cure the violation(s), or (b) immediately terminate this Agreement without notice or liability to Public School Partner whatsoever. SYF's election to exercise the provisions of the preceding sentence shall not in any way relieve Public School Partner of paying any and all costs, fines, and/or penalties attributable to any such violation.

Section 7.5. Alterations. Public School Partner agrees not to make any alterations or additions to the Premises, nor permit the making of any holes in its walls, partitions, ceilings, or floors, nor permit the painting or placing of any exterior signs, placards, other advertising, media, banners, pennants, awnings, aerals, antennas, or the like on or about the Premises, without on each occasion obtaining prior written consent of SYF, which consent may be withheld by SYF in its sole and absolute discretion.

Section 7.6. Mechanics Lien. Public School Partner agrees not to suffer any mechanic's lien to be filed against the Premises by reason of any work, labor, services or materials performed at or furnished to the Premises, to the Public School Partner, or on behalf of or at the direction of Public School Partner. Public School Partner shall bear all costs and expenses (including SYF's reasonable attorneys' fees) to remove any mechanic's lien filed against the premises. Nothing in this Agreement shall be construed as consent on the part of SYF to subject SYF or SYF's estate in such premises to any lien of liability under the Lien Laws of the State in which such premises are located.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Severability. If any provision of this MOU is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this MOU that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this MOU shall remain in full force and effect as if this MOU had been executed without such invalid or unenforceable provisions.

Section 8.2. Notices. Any notice required or permitted to be given under this MOU shall be conclusively deemed to have been received by a Party to this MOU on the day it is delivered to such Party at the address indicated below under the Party's signature (or at such other address as such Party shall specify to the other Party in writing) or, if sent by registered or certified mail, on the third business day after the date on which it is mailed to such Party at said address. All notices required pursuant to this MOU must be in writing.

Section 8.3. Entire Agreement. This MOU sets forth the entire understanding between the Parties with respect to the matters contemplated by this MOU and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

Section 8.4. Amendments; Waivers. This MOU may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this MOU may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this MOU, in any one or

more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this MOU.

Section 8.5. Applicable Law. The Parties affirm that this MOU has been entered into in the State of Indiana and will be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary.

Section 8.6. Assignment. Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party. All of the terms, provisions, covenants, conditions and obligations of this MOU shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

Section 8.7. Authority. The undersigned person executing this MOU on behalf of Public School Partner represents and warrants that he has been duly authorized to execute this MOU and that Public School Partner has taken all necessary action to authorize this MOU. Public School Partner further represents and warrants that this MOU constitutes the legal, valid and binding obligation of Public School Partner.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below, to be effective on the Effective Date.

Date: _____, 2016 ("SYF")

SIMON YOUTH FOUNDATION, INC.

By: _____

Printed: _____

Title: President and CEO

Address: 225 West Washington Street
Indianapolis, IN 46204

Date: _____, 201_ ("PUBLIC SCHOOL PARTNER")

Capistrano Unified School District

By: _____

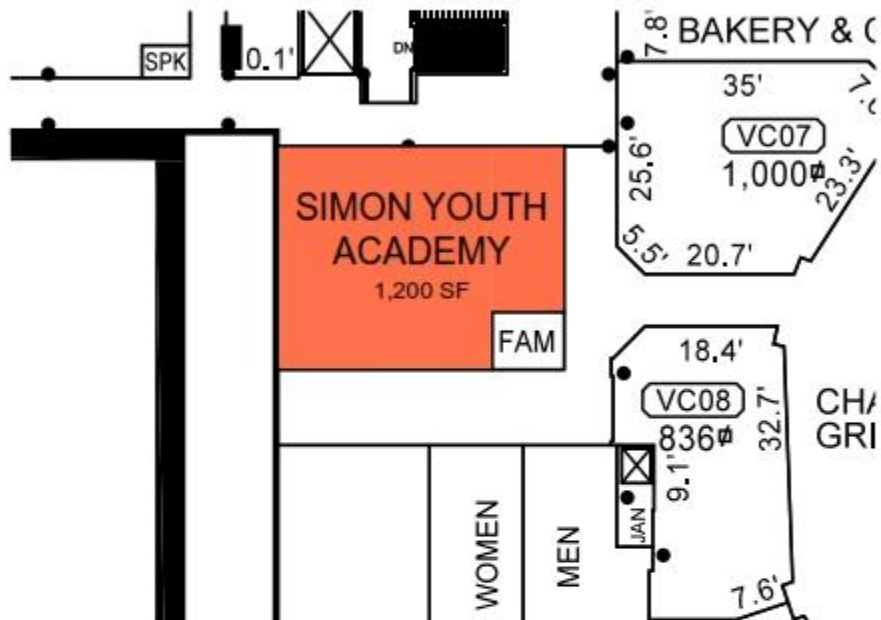
Printed: _____

Title: **Superintendent of Schools**

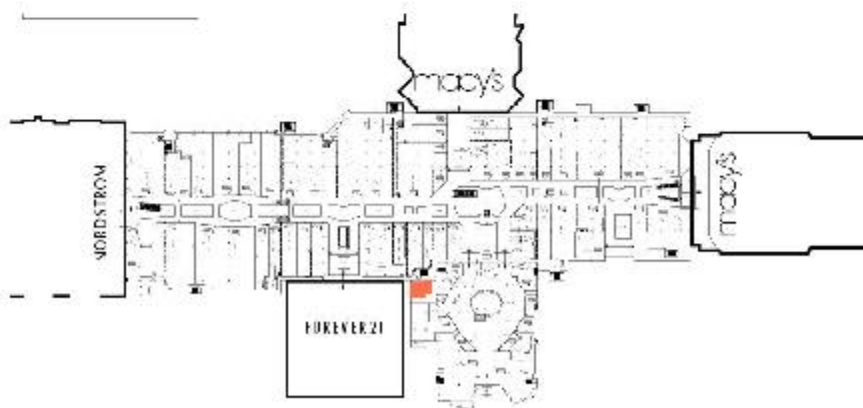
Address: **33122 Valle Road
San Juan Capistrano, CA 92675**

EXHIBIT A

[Depiction of Premises]



The Shops at Mission Viejo - SYF Lease Space - Suite 825
(Not to Scale)



The Shops at Mission Viejo - Center Lease Plan - Second Floor
(Not to Scale)

EXHIBIT B

Letter of Intent

Simon Youth Foundation

Letter of Intent

Capistrano Unified School District

Capistrano Unified School District
33122 Valley Road
San Juan Capistrano, California 92675



Please complete this application, sign and date, and return to:

Simon Youth Foundation

Kimb Stewart

Program Coordinator

225 West Washington Street

Indianapolis, IN 46204

You may also scan the completed document and email to Kimb at: kimb.stewart@simon.com

Contact Information

Local School District Superintendent:

Name: Susan Holliday, Ed. D., Associate Superintendent Education Services

Signature: _____

Date: _____

Email : seholliday@capousd.org

Phone: (949) 234-9334

School Administrator Completing Application:

Name: Wendy Pospichal, Ed. D., Executive Director Student Support Services

Signature: _____

Date: _____

Email: wjpospichal@caposud.org

Phone: (949) 234-9260

Please complete the contact information below.	
School District Name	Capistrano Unified School District
Site Coordinator (if known)	Wendy Pospichal, Ed. D.
Site Address	33122 Valle Road
City/State/Zip Code	San Juan Capistrano , CA 92675
Site Coordinator Email	wjpospichal@capousd.org
Telephone/Fax Numbers	(949) 234-9260
Website	http://capousd.ca.schoolloop.com

Please answer the following questions.

1. Alternative Education Program

a. Does your district have a current alternative education program? Yes

i. If yes, describe the current alternative education program(s)

Describe the alternative education program(s) that your district plans to implement in partnership with Simon Youth Foundation

Capistrano Unified School District (CUSD), is considered to be the 12th largest school district in the state of California and the 82nd largest school district in the United States. CUSD, covers 195 square miles, and serves 53,878 students, currently offers several alternative education programs to meet student and family needs. This includes a K-8 Virtual and Home School, a blended, online high school, a 9th through 12th grade independent study program and, continuation high school for students age 16 and over who are deficient in credits toward graduation. Additionally, to meet the needs of our most at-risk students we, in partnership with the Simon Youth Foundation (SYF), provide an independent study drop-out prevention program at the Shops at Mission Viejo.

b. Describe the alternative education program(s) that your district plans to implement in partnership with Simon Youth Foundation

The Capistrano Unified School District desires to continue its partnership with the SYF to provide educational services at the Shops at Mission Viejo for 9th through 12th grade students enrolled in the district's independent study program – Fresh Start. The Fresh Start program serves a variety of youth, targeting students who are at-risk of dropping out of high school, face personal challenges, have behavioral/academic/social/medical concerns, are pregnant or parenting, are

unable to attend school on a regular basis, or must work to support their families. The program provides students with a flexible schedule in a safe environment where students receive one-to-one and small group instruction. Fresh Start focuses on fostering responsibility, self-reliance, and enhancing social and academic skills.

Each of our six traditional, comprehensive schools monitors student attendance and course completion. Academic advisors and/or administrators communicate with students who are struggling to maintain regular attendance and/or complete courses with passing grades. When appropriate, students (and their parents/guardians) are offered alternative methods of completing the high school course of study. Options include our Virtual Academy, Continuation High School (for ages 16 and older), or the Fresh Start Program.

Fresh Start students complete one course at a time rather than tackling multiple courses concurrently. Completion is based upon mastery and students earn grades of A, B, or C. Failure is not an option. Teachers work with students to ensure their understanding of course content. Lessons and work are self-paced. Lessons are customized to the student. Students may complete a course in as few as three weeks but generally in no more than six weeks.

All students complete a master contract upon enrollment in the Fresh Start Program. They may maintain enrollment in the program through graduation unless they have three warnings issued for the following: a missed appointment without a call or notification; attending the appointment without school work, or changing the appointment twice within one semester. Few students do fail to meet their contractual obligations. As a result, a high graduation rate is the norm.

Student needs have also resulted in a hybrid Fresh Start/Traditional Program option. The hybrid includes working dual enrollment for one or two courses at the comprehensive high school and concurrently completing one course at Fresh Start with weekly teacher meetings at the Shops of Mission Viejo.

Historically, approximately 120 students enroll in Fresh Start Program. Eighty independent study students, enrolled in Fresh Start, are served at two other school sites within the District. Annually, approximately 40 students participate in the Academy Program at the Shops at Mission Viejo. Beginning in the 2016-17 school year, an additional teacher serves students at the Shops at Mission Viejo, thereby increasing potential enrollment at the Shops at Mission Viejo from approximately 40 students to 72 students. This expansion of services is possible by utilizing two offices within the current space rather than only one of the offices. The teacher meets hourly with individual students or very small groups of students to ensure their mastery of course matter prior to assigning additional work.

Beyond high school courses, CUSD is committed to preparing our students to meet the challenges of a rapidly changing world. A very high percentage of

students enrolled in the Academy at the Shops of Mission Viejo graduate high school. Academy students have the opportunity to meet with Academic Advisors at their school of residence or at the Capo Virtual School Campus; few currently do so. The District recognizes the need to ensure each of our students has a plan for their post-secondary future. Each graduate should leave high school with an informed plan for their future: be it college, military or career.

The District proposes extending and enhancing the partnership with SYF by offering College and Career Counseling services as a personalized and accessible way for students to plan for post-secondary success. The District proposes maximizing the time utilizing the Shops at Mission Viejo space, generously provided by the SYF, by providing these services. Academy student needs will be prioritized and addressed through one-on-one coaching and group workshops for students and families from 1:30 – 3:00 p.m. Additionally, during the non-traditional school hours of 3:00 -9:00 the College and Career services would prioritize services for our 3,124 at-risk high school students(inclusive of the Academy students) in an attempt to ensure their post-secondary planning. Services would then be extended to our non-at-risk high school students. This enhancement to the partnership will better prepare our Academy students for their world beyond high school.

2. Demographics

a. Approximately how many students will be enrolled annually?

The Fresh Start Academy at the Shops at Mission Viejo is projected to serve 72 of our most at-risk students in 2016-17. The target population for the College and Career Counseling services is the 3,124 at risk high school students (including Academy students) who meet one or more of the following criteria: homeless foster, migrant, English learner, or qualify for the Federal free or reduced lunch program, low socio-economic status, and/or first generation college attendees. The teachers create relationships with the student and the entire family. Students receive one on one attention, and parents/guardians are expected to attend the first appointment meeting with their student. Parents/guardians are encouraged to attend subsequent appointments. The College and Career Counseling target population needs will be met through individual and very small group meetings (no more than 12 people per group) at the Shops of Mission Viejo. Additionally, larger workshops will be offered at school sites within CUSD. These workshops will vary from 20 students in a computer lab to 200 students in a theater or gymnasium. Additionally, workshops will be held at the District Office. The variety of workshops and locations will allow easy access and serve the diverse needs of our students in a range of geographic areas throughout CUSD.

b. Describe the student demographics for the district and alternative education program.

Below, is a chart highlighting the Shops at Mission Viejo Academy demographics from 2007 to 2016. Of the 50+ students enrolled in the Academy over the course of the 2015-16 school year, 2% were Asian, 2% were multi-racial, 76% were white, and 20% were Hispanic/Latino. In addition, 18% of the students qualified for free and reduced lunch and 3% were pregnant or parenting.

Shops at Mission Viejo Academy Student Profile Grid

Academic Year	Enrollment (by Grade Level)				Total # of Students	Actual # of Graduates	# of Eligible Graduates	Graduation Rate	1st Post-Secondary College Students (of total student population)	Female	Male	Student Demographics								% Free and Reduced Lunch	% Homeless (income point during the year)	% Pregnant or Parenting	
	9	10	11	12								Black	Asian	American Indian / Alaska Native	Hispanic / Latino	White	Hispanic/Latino	Other					
Shops at Mission Viejo Academy Student Profile Grid - 2007-2016																							
2007-2008	0	0	21	54	75	22	54	96%															
2008-2009	1	0	16	25	42	26	25	100%															
2009-2010	1	7	18	56	82	32	88	98%															
2010-2011	2	6	17	48	73	31	46	111%				1%					72%	23%	4%		1%	4%	
2011-2012	3	13	22	39	77	38	39	100%				0%					81%	11%	5%		1%	4%	
2012-2013	9	16	66	151	242	108	213	88%	NA			3%					73%	18%	6%	NA	1%	3%	
2013-2014	3	2	9	31	45	30	31	91%	NA	78%	22%	2%		7%			71%	20%		22%	4%	4%	
2014-2015	1	7	9	31	48	28	29	96%	NA	74%	26%	2%		2%			81%	15%		17%	NA	4%	
2015-2016	3	6	17	30	56	20	21	95%	NA	81%	30%	3%	2%	0%	1%	0%	79%	20%		18%	1%	3%	
TOTAL=	18	31	102	408	659	418	414	98%	NA			2%					78%	18%	5%	NA	2%	4%	

NOTE

NOTE:

We anticipate the students served by the College and Career Counseling services at the Shops of Mission Viejo will mirror the demographics of the Capistrano Unified School District demographics.

Demographics Served by the College and Career Counselors

Level	Code	Hispanic or Latino of Any Race	American Indian or Alaska Native, Not Hispanic	Asian, Not Hispanic	Pacific Islander, Not Hispanic	Filipino, Not Hispanic	African American, Not Hispanic	White, not Hispanic	Two or More Races, Not Hispanic	Not Reported	Total
Capistrano Unified	3066464	14,029	128	3,087	79	951	761	30,867	3,446	530	53,878

c. Teacher/Student Ratio:

i. Anticipated 36 : 1

ii. Maximum Allowed 36 : 1

The maximum number of students allowed per teacher is based on the contractual agreement between Capistrano Unified School District and the Capistrano Unified Education Association for all grade 9-12 teachers. This ratio is consistent with teacher-student ratios throughout California.

The College and Career Counselors are credentialed personnel, providing support services. Their services are not included in the above ratios.

- d. How many staff will be located at the new academy? For each category indicate the number of full and part-time staff.

Staff Type	Full Time	Part Time
Teachers	2	
College and Career Counselors	2	
*School Counselor (social and emotional counseling)		.1
*Clerical Support		.25
Administrative Personnel		.25
*Coordinator of College and Career Counseling	.5	
*Executive Director of Student Support Services		.1

*Due in part to space limitations, additional student support is provided through off site personnel: The District's Alternative Education Principals provides support and oversight of the Academy. The Alternative Education Office Manager provides clerical support for the Academy. The Alternative Virtual Education School Counselor provides social emotional counseling services. The Coordinator of College and Career Counseling will supervise the work of the College and Career Counselors. The Executive Director of Student Support Services will serve as a liaison between the District and SYF. The support personnel are located on the campus of the Virtual High School and at the District Office.

3. Curriculum

- a. Identify the instructional components of the Academy that align with district, state, and national standards for alternative education

The Academy at the Shops at Mission Viejo curriculum aligns with district, state, and national standards and requirements for alternative education. Specifically, the program is operated in an innovative and collaborative manner so that the educational program is equivalent to grade-level programs in the district and the

learning environment allows all students to achieve their maximum potential (California Education Code (EC) section: 58500,).

The program adheres to state mandate in that it is voluntary for both teachers and students and previous classroom performance is not a criterion for enrollment. In addition, the Academy is maintained and funded at the same level as other district schools and there are annual evaluations of the school by the district and the state (California Education Code (EC) sections: 58503, 58404, 58507, 58510).

The Academy was designed and implemented to provide an alternative means for students to reach the same ends as students enrolled in traditional high schools. The curriculum, instruction and student performance of the Academy are held to the same standards as those in the district's six comprehensive high schools. Course credits are equivalent to the credits earned in the traditional high schools and the program offers courses that meet University of California and California State University "a-g" admissions requirements. (California Education Code (EC) section: 46201.2).

Students enrolled in the Academy at the Shops at Mission Viejo receive the same education as students enrolled in the six comprehensive high schools in the school district. They utilize the same textbooks and learning materials as other high school students. Upon graduation, students receive a high school diploma from one of the district's accredited high schools. While the education is the same, the delivery and setting for the students' learning is not traditional. Students meet once per week in a one-to-one setting and/or small group with an Academy teacher who develops a positive and supportive relationship with each and every student and his/her family. This individualized instructional strategy has proven to be extremely effective as evidenced by a 98% graduation rate.

Academy students complete their mathematics requirements at the Virtual High School Campus over an 18 week semester. This is a change from the initial practice of enrolling Academy students in mathematics courses at the Shops of Mission Viejo with an anticipated completion period of three to six weeks. Students found the course to be too fast paced and experienced difficulty in mastery and retention of content.

In order to meet California State physical education requirements, students must log in 200 minutes of activity and skills per week.

The following is the CUSD College and Career Counseling meeting topic proposal to enhance student preparation for life beyond high school so that each student may graduate with a viable post-secondary plan. Individual and small group meetings will be held at The Shops at Mission Viejo. Larger workshops will be held at the District Office and school sites within CUSD:

Meeting Topic	Description
Orientation & Goal - Setting 9, 10, 11, 12	<ul style="list-style-type: none"> • Introductory student/family interview • Review the process and set expectations • Explain the purpose of meeting and follow-up assignments • Discuss a recommended timeline and responsibilities • Discuss needs and goals and/or walk-through college and career aptitude surveys • Prelim evaluation of strengths and weaknesses as an applicant • Q&A
Naviance Orientation & Exploration 9, 10, 11, 12	<ul style="list-style-type: none"> • Review the basic elements of Naviance – login, student dashboard • Walk through Career Exploration (and results) • Walk through Aptitude Surveys (and results) • Walk through College Search (and results)
"Best Fit" College and Career Planning I & II 9, 10, 11, 12	<p>I</p> <ul style="list-style-type: none"> • Provide general overview of the college admissions process • Review academic 4 Year Plan and testing records and plans • Review course-work and testing • Discuss activity planning • Discuss career overview • Review Aptitude Surveys <p>II</p> <ul style="list-style-type: none"> • Review activity planning - brainstorming, development, & editing • Review coursework and test planning • Outline strategic plan for admission to top choice schools • PSAT, SAT, ACT, SAT Subject Test practice testing assessment, timeline planning, score analysis + test prep resource review • Create preliminary list of colleges to research (10th – 12th) • Exploration of internships, jobs, work placements, and community-based learning programs (10th – 12th) • Discuss Financial Aid and Scholarship Support (11th – 12th)
"Best Fit" College and Career Search Essentials I & II 9, 10, 11, 12	<p>I</p> <ul style="list-style-type: none"> • Begin college discussion and research • Begin career assessment and majors discussion • Discuss preferences/criteria to what fits them best • Begin college search/matchmaking process (11th – 12th) • Use search tools <p>II (11th and 12th)</p> <ul style="list-style-type: none"> • Review/discuss potential college matches • Review your careers or majors • Narrow college list based on research • More potential college matches may be given at this time • College visit planning • Student should be able to clearly articulate interest in each college at this time (12th) • Discuss what you can be doing to improve your chances of admission to your best fit colleges • Discuss list of colleges, divide them into "reaches," "targets," and "safeties" • Discuss career options

Applications 12	<ul style="list-style-type: none"> • Discuss best practices for filling out the application forms – outline for top school - Common App, Coalition, UC/CSU • Discuss best practices for filling out supplements • Review Paying For College Options - FAFSA, CSS Profile, Grants, Loans
Internships 11, 12	<ul style="list-style-type: none"> • Explore and provide internships in related field of interest for Fresh Start SFY Academy Students

1. Please describe your intended use of online web services and how it will be integrated into the curriculum.

Students enrolled in the Academy participate in online instruction for mathematics. A credentialed math teacher works individually and in small groups with students to provide assistance and to extend learning above and beyond the online instruction.

College and Career Counseling services will include the ability to have individual counseling services via Google Hangout as well as an appointment system through Google. Additional services will include:

- A College and Career Website that will have resources such as college and career information and tools and assessments to assist students
- Online training workshops and professional development videos eventually will be available on the website as an archive for the learning process. Cisco WebEx is one platform we plan to use for these items.
- Naviance, a district wide program, for exploration of college and career planning will also be available. Students will use this program to create and manage the college and career process and provide additional data to the district about success metrics. Additionally, when students will have access to the tools in the Naviance on-line program for interest inventories, college and career searches and planning.

2. How will the following support services be provided?

- i. Counseling

School counseling services, to meet the social and emotional needs of students, are provided to students at their resident high schools by credentialed school counselors. Additionally, non-credentialed, Academic Advisors provide academic guidance and course selection support.

- ii. Social work

Social work is provided through off site community resources by referral.

- iii. Career readiness

Career readiness awareness is offered by Academic Advisors at the students' resident high schools. The additional proposal to enhance the

SYF Academy at the Shops at Mission Viejo, would supply direct College and Career Counseling and Guidance to prepare our at-risk students with a post-secondary plan. Although 98% of our students graduate from the Academy, we recognize the need to further prepare our youth so they graduate with a focused plan for their future. These services would be provided at the Shops at Mission Viejo by credentialed School Counselors who specialize in College and Career planning. They would meet directly with each Academy student as well as students who are at-risk but attending other alternative education sites or traditional high schools.

3. Please describe the post-secondary transition needs and strategies

Currently, Academy students may meet with their non-credentialed, Academic Advisors at their resident high schools for assistance with post-secondary planning and educational and career goals. However, few students return to their school of residence for these brief meetings. The District acknowledges the need to serve our most at-risk students and has developed a strategy to be highly accessible to Academy students while meeting the needs of at-risk students throughout the district.

The additional proposal to the Simon Youth Foundation would provide direct College and Career Counseling and Guidance services to our Fresh Start Academy students and guide our at-risk students in their creation of a personalized post-secondary plan. These services would be provided at the Shops at Mission Viejo by credentialed School Counselors who specialize in College and Career planning.

College and Career data will measure the number of students seen and for what purpose. Post-secondary planning, college application, college acceptance and college going data will also be gathered. Data will be disaggregated for the students attending the Fresh Start Academy at the Shops of Mission Viejo.

4. Administration

a. Please describe the support of a partnership between Simon Youth Foundation and the School Administration and School Board

The Capistrano Board of Trustees and the District/School Administration support the partnership with the Simon Youth Foundation as evidenced by the district's funding of two credentialed teachers dedicated solely to the Academy coupled with the oversight of an Alternative Education Principal, and clerical and school counseling support. In addition, the district provides support with office furniture, technology, student desks, and textbooks and supplemental learning materials. The Capistrano Unified School District is committed to ensuring that all students,

including students enrolled in alternative education programs, achieve high academic standards and reach their career-related goals. Districtwide there is an unwavering commitment to student success. Additionally, the Board of Trustees is committed to meeting the post-secondary planning needs of our students, thereby enriching their engagement and educational purpose. By providing two credentialed College and Career Counselors and a Coordinator of College and Career Counseling to support our Fresh Start SYF Academy and at-risk students, as a priority, our District has extended their commitment to the mutually shared vision of preparing our students of meet the challenges of a rapidly changing world.

b. Please describe your plan for data collection and evaluation

Students enrolled in the Academy are required to complete the same district and state assessments as students in a traditional setting. Students participate in the district's Common Interim Assessments or benchmarks as well as annual state tests. The state assessments are based on the Common Core State Standards (CCSS) for English language arts/literacy (ELA) and mathematics.

The intent of the assessments is to support teaching and learning by providing data that can be utilized to monitor student progress. Students' test results in conjunction with student work, grades, course-based assessments and teacher observations are utilized to analyze and improve student performance.

The short term data for College and Career Counseling will include number of meetings/appointments, number of workshops, attendees as well as any process data such as website visits, traffic and email open rates. Secondly we will use perception data such as survey (students, faculty, and parents) results to gain insight into satisfaction and additional programming or adjustments. Long term, as part of the Naviance implementation plan, we will use Senior Surveys to help set up success metrics that will ultimately allow us to support students in identifying their course of study and future college and/or career plans. Data would include acceptance rates, test scores, college and career readiness, college attendance and graduation rates, a-g completion rates, aptitude survey completion rates, career cluster completion rates, and demographics. Collection of data will allow us to provide valuable information to assist us in creating a college and career going culture for all students.

5. Funding

a. If there is a current Alternative Education Program, how is it funded?

The Academy is funded through the school district's general fund. The College and Career Counselors and the Coordinator of College, Career Counselors and support services are funded through the general fund and the Local Control Funding Formula; State funds which target services for our at-risk students.

- b. How would the district fund the ongoing cost of the operating budget of the Simon Youth Academy?

The Academy will continue to be funded through the school district's general fund as a priority option for our most at-risk students.

- c. Do you have a budget for the proposed Simon Youth Academy?

- i. If yes, please provide a copy of the budget with this application.

Salaries and Benefits	\$271,776
Supplies	\$1145
Salaries and Benefits	\$268,958
Supplies	\$4000
Professional Learning	\$8000

- d. How can the school assist with the academy build-out, in-kind, and community donations?

The College and Career Counselors will be working on partnerships and community sponsorship and donations in years to come to assist in developing additional programming and support. We would like to consider providing internship opportunities for our Fresh Start SYF Academy students.

- e. Are there any funding restrictions? No.

6. Public Relations

School District Public Relations Contact	
Name	Ryan Burris
Title	Capistrano Unified School District Chief Communications Officer
Address	33122 Valle Road
City/State/Zip Code	San Juan Capistrano, CA 92675
Telephone/Fax Numbers	(949) 234-9100
Website	http://capousd.ca.schoolloop.com
Email Address	rkbarris@capousd.org

1. What media coverage has there been to date for your existing alternative education programs?

A successful method of reaching our community is through Capo Talk an electronic newsletter which focuses on student, staff, and school and District successes in our unwavering commitment to student success. Additionally, social media is a norm for spreading our district messages of success.

- Facebook,
- Twitter,
- Capo Spotlight
- Press Releases

2. What is the District's plan to build community awareness of the Simon Youth Academy?

Our District is working with Album on an initiative to brand and communicated our districtwide goals and the array of alternative programs offered to our students to meet their diverse needs. This includes a focus on engaging our most at risk students in meaningful activities which lead to increased post-secondary options for all students. Currently, each high school has information about the Fresh Start SYF Academy Program located at the Shops of Mission Viejo which is passed on to students and their families as they consider the alternative program. As we further develop our focused communication, we will continue to espouse the student benefits of our partnership with the Simon Youth Academy as at-risk students graduate from high school and plan for their careers.

3. Describe the district's relationship, if any, with the mall management team the local Simon Property Group entity (SPG Mall, Mills, or Premium Outlet).

Capistrano Unified School District has a positive working relationship with the Shops at Mission Viejo Management Team. We recognize this relationship is secondary to the relationship with the Simon Youth Foundation and the line of communication and decision making in reference to the Simon Youth Foundation programs and services.

With the District's change in management, we foresee a District appointed single point of contact, to communicate with the Simon Youth Foundation on a regular basis and with the Shops of Mission Viejo, as directed by the SYF to facilitate the implemented programs. CUSD's primary contact will be a District Administrator. The District Administrator will communicate with the SYF President and CEO, and SYF Program Staff. Secondly, an Alternative High School Principal will respond to data, and scholarship and enhancement grants. Both the District and Site Administrator will participate in monthly SYF conference calls.

CUSD is committed to an open line of communication with the SYF to include participation in the annual conference, attention to timelines and reports, and response to requests and program and partnership updates. Media coverage of the Academy accomplishments will be readily shared with the SYF. CUSD looks forward to a continued, enhanced partnership with SYF.

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EXHIBIT C

Annual Reporting Obligations

Simon Youth Academy (SYA) Annual School Year Reporting YYYY - YYYY

SYA Report	When to Submit	Submit To
Academy Outcome Midyear Dashboard (<i>academy site level</i>) <ul style="list-style-type: none">• Student Demographics*• Student At-Risk Indicators*• Student Behavior*• Student Attendance*• Academic Improvement*• Number of Graduates*• Credit Earned*• Standardized Exams/Test*• College/Career Readiness*• Current Grade*• EOY/Exit Information*	November 1, of each year	<ul style="list-style-type: none">• Academic Administrator• School District Superintendent• Simon Youth Foundation
SYA EOY Report	July 1, of each year	<ul style="list-style-type: none">• Academic Administrator• School District Superintendent• Simon Youth Foundation

**please delete all student names before saving and submitting*

**Simon Youth Academy (SYA) Outcomes for
Annual Reporting**

Outcome	Description
Ethnic and gender composition	Demographic percentages
Percentage Free and Reduce Lunch	Percentages of students who qualify for free and reduced lunch per national school lunch program federal guidelines; SYA that don't serve lunch will identify home school Title I status
TITLE I status/Adequate Yearly Progress (AYP)	TITLE I—Improving the academic achievement of the disadvantaged or AYP status of school district feeder high schools to SYA
Percentage Homeless	Percentage of homeless children are those "who lack a fixed, regular, and adequate nighttime residence. " This includes not only those who live in shelters, abandoned buildings, cars, and public spaces but also children who share housing with other families because of economic hardship or live in motels, hotels, trailer parks, or campgrounds, according to the McKinney-Veto Act
Percentage Pregnant and/or Parenting	Percentage of students who are parents and/or expecting a child.
First Generation College Attendance	Number of students who are first generation college attendance
Student end of year status	Percentages of students graduated, transferring out, continuing at SYA, dropped out, return to home-base school, and GED
Student behavior	Change in behavior (# of suspensions prior and during SYA enrollment)
Attendance	Change in attendance-percentage improving, and change in # of students missing 10 or more days prior and during SYA enrollment
Academic improvement	Academic change- overall averages prior to and during SYA enrollment
Credit earned	Percentage of students earning credits, per district graduation requirements during the school year; and comparison to # of credits behind students prior to SYA enrollment
Promotion	Percentages of gains in grade level (no gain, 1, 2, 3, grade levels)
Plans at graduation	Percentages of college, technical school, military acceptance and those moving into jobs
Graduates	Number of graduates
Seniors graduating	Percentage of students classified as seniors during the year graduating
Graduation year	Percentage of students graduating in their anticipated cohort graduation year
College/Career Readiness	Percentage of students participating in job shadowing/internships/working full and or part-time jobs

EXHIBIT D



Simon Youth Foundation Stylebook

A communications stylebook is crucial to protecting and maintaining the identity of SYF. Each time we communicate with our stakeholders and the public at large, it is an opportunity to convey our mission and reinforce our identity – and all types of communication influence public perception of our identity.

The guidelines presented in this document are to be followed for all public communications, both print and electronic, distributed by Simon Youth Foundation, partner school districts, and Academy mall locations. Formatting issues or questions not addressed in this document should be brought to the attention of the SYF communications manager.

Table of contents

<u>Visual identity elements</u>	Pages 2-4
Logos	2-4
Colors	5
Fonts	6
<u>References to key initiatives</u>	Pages 6-9
Guidelines for scholarship references	6
Guidelines for school references	7-9
<u>Miscellaneous Style Notes</u>	Page 10

Visual identity elements

The elements that make up the SYF visual identity include the SYF logo, Simon Youth Academy logos, and approved color palettes and fonts. Academies are encouraged to use the SYF logo and Academy logo on printed material. Prior to using the photo, be sure you have a high-resolution file from the Communications Manager and that you are using it in accordance with the brand guidelines outlined in this document.

SYF Logo

The SYF brand logo is our most visible symbol and appears on all of our print and electronic communications for a public audience. All marketing collateral, both print and electronic, as well as all web pages, press statements, and professional letters that are associated with SYF should display the SYF logo. Specific applications and guidelines for use are in the sections that follow.



Academy Logos

Each individual Academy has its own vertical logo, consistent with the primary SYF logo. Your Academy logo should be used in communications that are school-specific. When promoting the Foundation as a whole, please use the SYF logo. Academy Logos are not available in the horizontal format.



Iconography

SYF often uses a mortarboard icon to express our goals of graduation. With the brand redesign, we also have a new graduation cap icon to use. The grad cap icon should NOT stand alone without the SYF logo appearing somewhere on the document.

SYF Iconography should be used only in consultation with the Communication Manager.

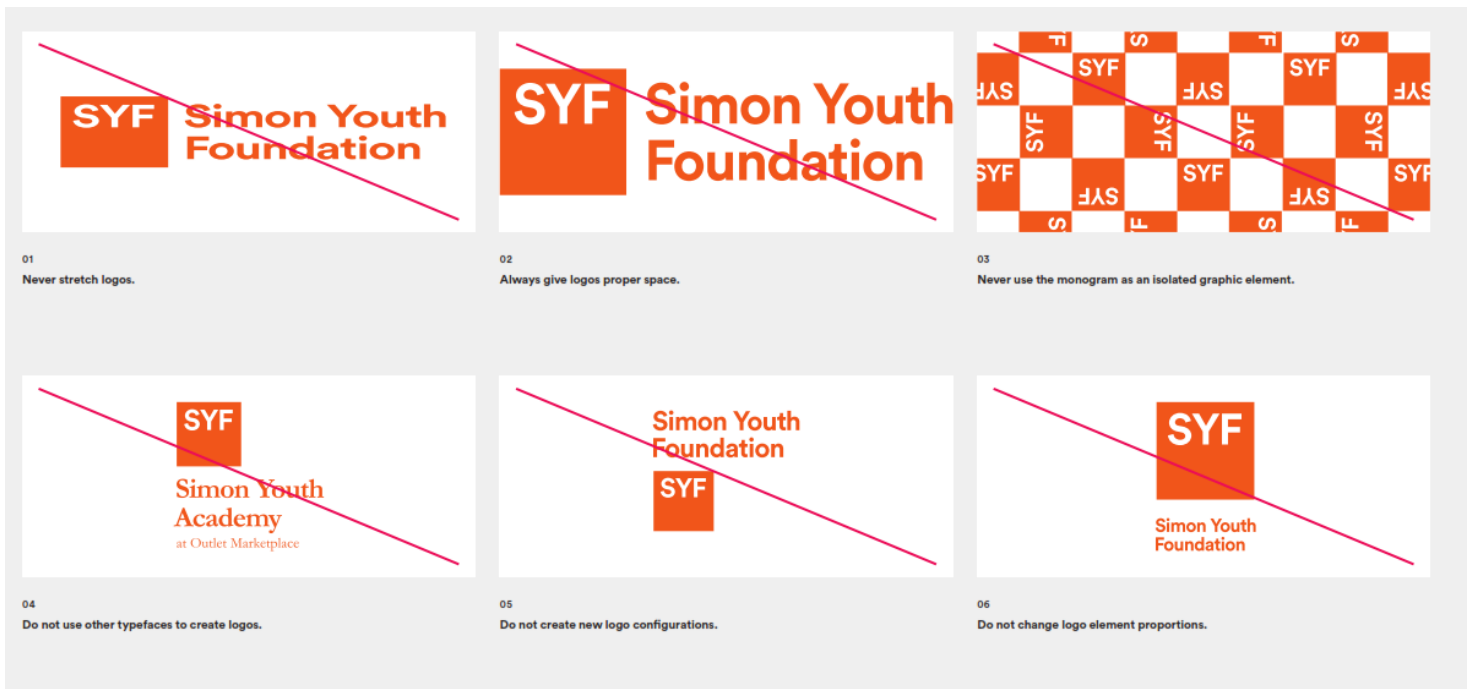


Additionally, SYF uses standard icons to promote fundraising events. These icons are consistent with our new brand image.



Guidelines for logo use

- DO think carefully about where you are using the SYF logo.
- DO use a high-resolution version of the file.
- DO consult with the SYF Communications Manager if you have questions about the proper use of the logo.
- DO use the appropriate color palette for the logo.
- DO NOT alter the logo artwork or positioning in any way.
- DO NOT change the logo's font or recreate the logo.
- DO NOT use the logo in a frame or box.
- DO NOT place the logo on backgrounds that use patterns, pictures or other distracting characteristics.

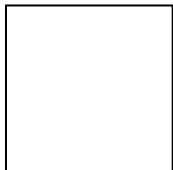


Brand colors

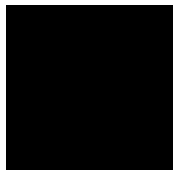
SYF uses a small color palette that includes SYF Orange, true black, true white, and Simon Dark Gray (for web use only).



PMS 1655
R 252 B 76 G 2
C 0 M 70 Y 99 K 1
Hex #FC4202



R 252 B 252 G 252
C 0 M 0 Y 0 K 0
Hex #FFFFFF



PMS Black 6 C
R 0 B 0 G 0
C 40 M 30 Y 30 K 100
Hex #000000



PMS Cool Gray 9 C
R 122 B 124 G 125
C 60 M 50 Y 50 K 0
Hex #7A7C7D

Fonts

These are the preferred font families for SYF communications.

- Simon Circular will be used by the SYF design team only for all marketing and advertising materials. The Circular family of fonts should NOT be used on standard office documents such as letters, Powerpoints, or press releases.
 - Simon Circular Bold should be used for headlines
- Helvetica should be used in professional letters, Powerpoints, board reports, and other office documents.
 - **Helvetica Bold** should be used for headlines

- Arial is an acceptable substitution for Helvetica if Helvetica is not available.
 - **Arial Bold should be used for headlines**

References to key initiatives

To achieve its stated mission, SYF supports two major initiatives – Simon Youth Academies and Simon Youth Scholarships. SYF’s identity is rooted in its mission, and the manner in which we present SYF initiatives in our communications is crucial to the public perception of our identity. Therefore, consistency in the language used to reference the key SYF initiatives is not only a component of brand maintenance, it is crucial element in how our organization is seen and understood by the public.

Guidelines for Simon Youth Foundation

- Simon Youth Foundation should always be spelled out on first reference.
- SYF can be used on later references.
- SyF (lowercase y) is NOT acceptable.

Guidelines for scholarship references

- A student award granted by SYF is to be referred to as a “Simon Youth Scholarship” or “Scholarships” in the case of referencing multiple awards.
 - John Doe earned a Simon Youth Scholarship for the 2014-15 academic year. He is one of 60 students who have earned Simon Youth Scholarships this year.
- When referencing the broader program, “Simon Youth Scholarship program” should be used.
 - John Doe is one of 60 students who have benefitted from the Simon Youth Scholarship program this year.
- “Scholarship recipient” is preferred over “scholarship winner”.

Simon Youth Scholarships Branding

Formal names for the various Simon Youth Scholarships

- **Simon Youth Community Scholarship**, *awarded in partnership with Simon properties and available to any high school graduate living within 50 miles of a Simon property*
- **Simon Youth Community Award of Excellence**, *awarded to one selected Community Scholarship applicant in 10 “hub” regions that are home to multiple Simon properties*
- **Simon Youth Academy Scholarship**, *awarded to graduates of Simon Youth Academies*
- **Greg Saunders Legacy Scholarship**

awarded to high school graduate dependents of Simon Property Group employees, these scholarship winners are not made public.

Guidelines for school references

- Each school supported by SYF will be referred to most generically as an Academy. More specifically, SYF sponsored schools are to be communicated as a “Simon Youth Academy” or “Academies” in the case of multiple schools being referenced at a single time.
 - John Doe has been attending a Simon Youth Academy for three years.
- When referring to a specific academy in either print or electronic communications, the proper and complete school name will be used on first reference, which includes the academy’s mall or SPG location after “Simon Youth Academy.” For consecutive references, “the Academy (capitalized)” or “the school (lowercase)” is acceptable.
 - John Doe attends the Simon Youth Academy at Independence Center. He’s been studying at the Academy for the last three years. The school opened in
- In the event an academy is a sponsored school, the sponsored title is to fall between “Youth” and “Academy” in the proper and complete school name.
 - John Doe attends the Simon Youth Dr. Paul E. Kelley Volunteer Academy at Knoxville Center.
- There is no acronym for the academies that will appear in any publicly available SYF communications. SYAs and other shortened forms are not acceptable.
- Education Resources Center or ERC is an obsolete name for Simon Youth Academies and should NOT be used.

Simon Youth Academy Branding Formal Names for Logo and Signage

Updated 7/10/2015

Names appear in alphabetical order by mall

Simon Youth Chester I. Lewis Academy
Simon Youth Academy at Circle Centre
Simon Youth Clark-Pleasant Academy
Simon Youth Coast High School Academy
Simon Youth Academy at Edinburgh Premium Outlets
Simon Youth Rose Tree Media Academy
Simon Youth Academy at Hickory Hollow
Simon Youth Academy at Independence Center
Simon Youth Dr. Paul L. Kelley Volunteer Academy at Knoxville Center
Simon Youth Middle College High School Academy at Northgate Mall

Simon Youth Peabody Learning Academy at Northshore Mall
Simon Youth Academy at Old Cockrill
Simon Youth Academy at Opry Mills
Simon Youth Academy at Port Charlotte Town Center
Simon Youth Academy at Prien Lake Mall
Simon Youth Academy at The Shops at Mission Viejo
Simon Youth Mahoning County Academy at Southern Park Mall
Simon Youth Academy at Sunland Park Mall
Simon Youth Judson Learning Academy at Rolling Oaks Mall
Simon Youth Academy at Outlet Marketplace
Simon Youth Academy at Towne East Square
Simon Youth Academy at Towne West Square
Simon Youth Academy at Westminster Mall

Miscellaneous Style Notes

If not addressed in this guide, SYF will follow AP Style in written publications.

Simon – Simon is preferred when referencing the corporate entity. Simon Property Group may be used to avoid confusion. Simon has three mall platforms

- Malls
- Premium Outlets
- The Mills

State Abbreviations – Use AP style abbreviations for states, not Postal Codes. Postal Codes should only be used in an address block. A list of AP abbreviations can be found here:
<https://owl.english.purdue.edu/owl/resource/735/02/>

A state needs to follow all cities, unless noted in AP Style
<https://owl.english.purdue.edu/owl/resource/735/02/>

Telephone Numbers – Phone numbers should consist of an area code in parenthesis, and a hyphen between the digits.

(317) 509-3676

Time – Times should be listed followed by a space and a.m. or p.m., (4:00 a.m., 12:15 p.m.). In the middle of a sentence, a comma should always follow the abbreviation. At the end of a sentence, an additional period should NOT be added.

I went to the store at 4:00 p.m., and returned at 6:30 p.m. Then we ate dinner.

Web address – The SYF website should always be listed as syf.org. Use of www or http:// before syf.org is incorrect.

WP GLIMCHER – SYF has several Academies in WP GLIMCHER malls. WP GLIMCHER is the corporate entity formed with the merger of Washington Prime Group and Glimcher Realty Trust.

EXHIBIT E

Site Cost Responsibilities Worksheet

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
FINANCIAL COMMITMENTS		
1: FACILITIES (Buildout Only)		
1.1 Construction		
Layout design	X	
Construction drawings	X	
Local permits and approvals	X	
Construction bids	X	
Construction management	X	
Construction	X	
1.2 Upgrades		
Carpeting/Paint (per schedule)	X	
Computer/Telephone wiring	X (Buildout Only)	X
Study Carrels (build-ins)		X
Window blinds		X
Security system/devices		X
1.3 Appliances		
Refrigerator		X
Microwave		X
Water cooler		X
1.4 Furnishings		
Study areas		X
Meeting/group areas		X
Staff furniture/offices	X	X
Reception		X
Kitchen/lounge		X
1.5 Equipment		
Telephones		X
Photocopier		X
Fax		X
Computers		X
Network hub		X
Internet hub		X
1.6 Instructional Material		
Self-paced workbooks library		X
Educational software library		X

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
Job & life skills software		X
Business software		X
Videos		X
2. FACILITIES		
2.1 Recurring Operations		
Rent	X	
HVAC		X
Water/sewage		X
Electrical		X
Equipment maintenance/repair		X
Janitorial		X
Telephone		X
Cable		X
Internet service		X
Insurance	X	X
3. PROGRAM OPERATIONS		
3.1 Personnel		
Local Academy Administrator		X
Administrative assistant		X
Teachers		X
Industry trainers (in-kind)		X
Mentors (volunteers)		X
Social workers (in-kind)		X
Health care providers (in-kind)		X
3.2 Other Program Costs		
Supplies		X
Postage/communication		X
Printing		X
Student transportation		X
Events, recognition and awards	X	X
Replacement & new materials		X
Hardware & software upgrades		X
Staff development & training	X	X
Travel, conferences, meetings	X (Best Practice Conference Only)	X
Dues and publications	X	X
Hardware maintenance		X

EXHIBIT F



**Simon Youth
Foundation**

Exhibit E: SYF Trademarks

Images below are in the process of being trademarked by Simon Youth Foundation.

SYF Horizontal Logo



SYF Vertical Logo



SYF Monogram



SYF Mortarboard



DynaFile™ Subscription Agreement

Rev 5/1/2016

DynaFile™ is a web-based document management solution that gives you the tools to improve business. Whether you're looking to consolidate paper files, automate document archiving or integrate an electronic filing system into your current business, DynaFile™ has the versatility and simplicity to allow you to easily go paperless. This document outlines the deliverables, costs and subscription agreement for the application. More information about DynaFile™ can be found by visiting www.dynafile.com.



Exhibit A – Statement of Services

This Exhibit A - BRT's Software as a Service Statement of Services shall be incorporated in and governed by the terms of the Master Software as a Service Subscription Agreement by and between Blue Ribbon Technologies, LLC ("BRT") and Customer, as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in this Exhibit A shall prevail.

Services Description

A subscription to the Service includes the following:

- 1) Web based access to the Service via the URL specified in the System Configuration with all transmission secured via SSL encryption.
- 2) All features listed for the chosen Subscription Edition in the Subscription Edition Features section.
- 3) No limits on the amount of Content stored in the Service. Any storage utilized over the Storage Amount for the chosen Subscription Edition chosen will be billed monthly at the Additional Storage rate specified for the given Subscription Edition, based upon total storage space for all Content, rounded up to the nearest gigabyte (GB) of storage and based on the peak usage for the month.
- 4) Capabilities to upload Content into the Service via the browser based upload feature or the optional "Save To" and "Print To" utilities (which requires Windows Vista or greater) which allows for both uploading and printing of digital files.
- 5) Capabilities to scan paper documents into the Service via any of the following methods.
 - a) Desktop scanning through either manufacturer specific or third party scanning utilities that can save the resulting scan to the Save To DynaFile virtual drive which will upload the scanned images via an encrypted HTTPS protocol.
 - b) Network scanning from an unlimited number of network scanning devices (including multi-function copiers) via FTP protocols. Should corporate, state or federal regulatory requirements dictate secure data transmission, DynaFile accepts both SFTP (FTP over SSH) and FTPS (FTP over SSL) communications.
 - c) Should encrypted communications not be available on network scanning devices, Customer may install the DynaFile Secure Upload Service utility which monitors network folders that the network scanning device(s) have been configured to save the scanned images to. This service will then securely upload the scanned images via an encrypted HTTPS protocol. This utility is only available for Advanced and higher subscriptions.

- 6) Full usage reports for the Administrator that will include user activity, storage utilization and document access logging. For Advanced and higher Subscription Editions, custom reports can be requested but may require a customization charge depending upon report complexity.
- 7) Phone and email support for implementation, training and general support questions. Advanced and higher Subscription Edition customers receive a dedicated account representative while Premium and Ultimate Edition customers will have access to a 24x7 emergency contact. All support and training will be provided via web based conference, phone call or email. No onsite training or support is included.
- 8) If required by Customer, customizations to the Service, assistance with import of Content, data modifications, third-party integrations, etc. can be requested through Blue Ribbon Technologies Professional Services which are billed at a standard hourly rate of two hundred dollars (\$200) per hour. Any requested Professional Services will be outlined in detailed Statement of Work ("SOW") which will need to be approved by Customer prior to services being provided.

Subscription Edition Features



Customer will receive the features and initial storage amount for the Subscription Edition chosen and specified in the Pricing section (Exhibit B) as defined in the table below.

Feature	Basic	Advanced	Premium	Ultimate
Monthly Fee ¹	\$249	\$599	\$1,499	\$2,999
Setup Fee ¹	\$0	\$0	\$0	\$0
Users	Unlimited	Unlimited	Unlimited	Unlimited
Storage Amount	5 GB	15 GB	50 GB	150 GB
Addl. Storage	\$50/GB	\$40/GB	\$30/GB	\$20/GB
Approx. Page Count ²	100,000	300,000	1,000,000	3,000,000
Inc. Customizations	None	1 Hour	5 Hours	10 Hours
Save To DynaFile	✓	✓	✓	✓
Print To DynaFile	✓	✓	✓	✓
Barcode Processing	✓	✓	✓	✓
Batch Processing	✓	✓	✓	✓
Archive Utility	✓	✓	✓	✓
Secure Upload Service		✓	✓	✓
DocuSign® Integration ³		✓	✓	✓
Custom Reports ³		✓	✓	✓
HIPAA Infrastructure		✓	✓	✓
HIPAA Bus. Assoc. Agmt.			✓	✓
Report Notifications ³			✓	✓
Embedded Barcodes			✓	✓
iCims® Integration ³			✓	✓
Document Protection			✓	✓
SAML/AD Integration			✓	✓
Web Services API Access			✓	✓
Custom Skins			✓	✓
DynaSync ³			✓	✓
Zonal OCR ⁴			Opt	✓
Email Receiver ³			Opt	✓

¹ Pricing is based upon an **annual subscription** commitment. If Customer opts for a month-to-month subscription, then the setup fee is \$1,000 and the monthly fees increase by 25%.

² Approximate page count is based upon the industry standard calculation that 20,000 scanned images, with 20% coverage, at 300dpi, in black and white will consume 1GB of storage.

³ These features may require Professional Services development fees depending upon customer specific requirements.

⁴ One (1) Zonal OCR template is included with the Ultimate edition. The Zonal OCR module can be added to the Premium edition for \$250/month (which includes 1 template). Additional templates, regardless of edition, are \$50/month.

Subscription Edition Feature Detail

Save To DynaFile – This Windows based utility can be optionally installed on Authorized User’s computers to create a “virtual drive” that facilitates the secure uploading of a number of documents to the Service. Documents are uploaded into the Service in their native file format.

Print To DynaFile – This Windows based utility can be optionally installed on Authorized User’s computers to create a “virtual printer” that will allow users to print documents, web pages, etc. into the Service that otherwise cannot easily be saved. Documents are converted to images (rasterized to TIFF format) prior to uploading. The Save To DynaFile utility must be installed in order to upload the printed images.

Barcode Processing – Barcode processing allows users to scan a large amount of distinct documents into the Service in a single scan as long as all the documents pertain to a single “entity” (employee, customer, client, vendor, etc.). Processing is performed by recognizing a custom barcode cover sheet identifying the “entity” and reusable barcode sheets that identify specific documents within the scanned packet.

Batch Processing – Batch processing allows users to scan any number of unrelated documents into the Service. The scanned images will be put into a “queue” that Authorized Users can access through the web interface allowing them to manually separate and index each page or set of pages in the batch.

Archive Utility – This Windows based utility allows for backing up, purging or archiving of documents from the live Service. This utility is useful for creating on-site backups of the Content (documents and associated index metadata) stored in the Service, to archive and delete Content to reduce storage utilization or to export all Content into another system. This utility allows the Administrator to select any subset of documents to archive by any index field or retention criteria (date added, date modified, document type, name, etc.).

Secure Upload Service – This Windows based service provides an alternate method of securely uploading documents from network scanning devices (including multi-function copiers) that do not have built-in secure FTP transmission capabilities (FTPS or SFTP) or from organizations that prohibit unencrypted FTP communications. This lightweight service can be installed on a local server and will monitor a network share that any scanner has been configured to save files to. When new scanned files are saved into that share, the files will then be securely uploaded into DynaFile via the HTTPS protocol.

DocuSign® Integration – This integration facilitates the automatic sending and/or reception of DocuSign envelopes to or from the Service. Envelopes received from DocuSign can be automatically parsed for relevant data so that they can be split into individual documents and automatically indexed into the Service. This integration requires that Customer obtain valid DocuSign Business Class or higher licenses (which can be procured directly from BRT).

Custom Reports – All Customers receive the standard, built-in reports to include storage utilization, email and fax delivery, scan processing results, user and group rights, and usage logs. Additional reports can be custom created by BRT based on Customer’s specific needs based on any document index information or access actions. Most custom reports do not require additional costs to develop.

HIPAA Infrastructure – All hardware, software, encryption mechanisms and business policies and procedures used to store Customer Content within the Service on an Advanced or higher Subscription Edition have been audited by an independent third-party and verified as conforming to all HIPAA and HITECH requirements.

HIPAA Business Associate Agreement – BRT will enter into a Business Associate Agreement (BAA) with the Customer as a Covered Entity (CE), indicating that BRT meets and maintains all HIPAA/HITECH requirements for document storage, safety, retrieval, backup and breach notification.

Report Notifications – Custom reports can be scheduled to be sent to any user or group of users at configurable times and with configurable parameters.

Embedded Barcodes – The Barcode Processing system can be configured to read DynaFile specific barcodes embedded within the document itself instead of having to use separate barcode cover pages. This is beneficial in situations where individuals are filling out pre-created paper forms.

iCims® Integration – This integration facilitates the automatic reception and registration of documents completed through the iCims Applicant Tracking and/or On Boarding system directly into DynaFile without any manual intervention. This integration requires that Customer obtain a valid iCims API connector.

Document Protection – This feature allows Administrators to define a user as being able to view “Protected Documents Only”. When this action is enabled (which de-selects all other actions), the user will only be able to view files that are, or can be converted to PDF documents (Word, Excel, TIFF), but the resulting PDF file that is presented to the user can be watermarked with custom text (including the requesting user’s name and date accessed) and optionally protected against printing and/or copying.

SAML/AD Integration – DynaFile can be configured to authenticate user access against an internal corporate identity server. This feature requires that Customer provide an externally facing Active Directory Federation Services (ADFS) or other SAML 2.0 compatible endpoint to receive authentication requests from DynaFile.

Web Services API Access – The Service API provides a robust set of web services that allows programmatic document searching, reception, and retrieval as well as user management. API access is done via secure SOAP communications using either WSE 3.0 or WCF connections. RESTful web services will be available by the end of 2016.

Custom Skins – The look and feel of the Service can be adjusted to match Customer’s corporate identity. By default, Customer’s the corporate logo can be added to the interface. If required by Customer, additional customizations can include color scheme and minor layout changes.

DynaSync – This feature allows index information in the Service to be automatically and dynamically updated based on a data feed from an external system. This feed can be in a text based (e.g. tab-delimited, CSV or XML) format and can run on any schedule as required by Customer (e.g. hourly, daily, weekly, etc.). Typical usages of this feature include updating an Employee’s name, status or department when that data is updated in a back-end management system (e.g. HRIS, ATS, ERP).

Zonal OCR – This feature provides the capability to automatically recognize certain, predefined areas of a document for index information via Optical Character Recognition (OCR) and register the documents in the Service with this information. This feature works best with computer generated (not hand-written) documents that are highly structured in terms of the layout and the type of information to be parsed (e.g. invoice number, dates, etc.). Pricing is dependent upon the number of recognition templates needed.

Email Receiver – This feature allows the Service to programmatically retrieve structured emails sent to a specific email address and parse information in the email sender, subject, body or attachment names in order to extract the attachments and save them into the Service based on index information deciphered from the email structure or attachment naming conventions.

DynaFile Master Software as a Service Subscription Agreement

This DynaFile Software as a Service Subscription Agreement ("Agreement") is between Blue Ribbon Technologies, LLC ("BRT") and the entity whose name appears in the signature block ("Customer") and is effective when signed by all Parties, which is determined by the last date stated with the Parties' signatures ("Effective Date"). BRT and Customer shall collectively be referred to as the "Parties" and individually as a "Party."

Recitals

Whereas, BRT has an electronic document management solution referred to as the DynaFile application that is hosted on BRT's computing devices and that is accessed by Customer via an Internet connection (the "Services," as further described herein).

Whereas, Customer requires a third-party hosted "software as a service" electronic document management solution with respect to certain of its information technology needs.

Whereas, based on BRT's superior knowledge and experience relating to its electronic document management solution, Customer has selected BRT to provide its Services to Customer.

Whereas, BRT wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of Customer's Content (as defined in Section 2(d)) are critical to the operation of Customer's business.

Whereas, BRT has agreed to provide the Services to Customer, all on the terms and conditions set forth here.

Now, therefore, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

Agreement

1. **The Services.** This Agreement sets forth the terms and conditions under which BRT agrees to provide the Services to Customer and provide other services necessary for the productive use of such Services including customization/integration, user identification and password change management, data import/export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth in Exhibit A. The Agreement shall remain in effect unless terminated as provided herein.

a. **Authorized User; Authorized Uses.** BRT grants Customer a renewable (unless provided for herein) and nonexclusive right for any Customer employee, contractor, or agent, or any other individual or entity authorized by Customer, (each, an "Authorized User") to access and use the Services.

b. **Control and Location of Services.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of BRT. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

c. **Storage.** The Service shall include the applicable allocation of base data storage described in Exhibit A. Additional storage is available to Customer at the rates described in Exhibit A. The amount of storage billed for each month shall be the peak amount of storage used during that month.

Support Guide. The Support Guide for the Service (located at <http://support.dynafire.com>) shall provide the Authorized User with sufficient instructions such that its Authorized Users can become self-reliant with respect to access and use of the Services.

2. **Customer Responsibilities:**

a. **Restriction on Use of the Service.** Customer will ensure that its Authorized Users comply with Customer's obligations under this Agreement. Customer will not and will ensure that its Authorized Users do not: (a) use the Service in any manner or for any purpose other than as expressly permitted by this Agreement; (b) sell, lend, rent, resell, lease, or sublicense the Service to any third party; (c) modify, alter, tamper with, repair or otherwise create derivative works of any software used to provide the Service; (d) reverse engineer, disassemble or decompile the Service, or attempt to derive source code from the Service; (e) remove, obscure or alter any proprietary right notice related to the Service; (f) use the Service to send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages; (g) store

or transmit content: (1) that is illegal to store or transmit; (2) containing unlawful, defamatory, threatening, pornographic, abusive, or libelous material; (3) containing any material that encourages conduct that could constitute a criminal offense; (4) that violates the intellectual property rights or rights to the publicity or privacy of others, or (5) that contains malicious code; (h) interfere with or disrupt servers, networks or other equipment connected to or used to support the Service or other BRT's users' access to the same, or violate the regulations, policies or procedures of such networks; (i) access or attempt to access other accounts hosted by BRT or other computer systems or networks through password mining or any other means; and (j) access or use the Service in a way intended to avoid incurring fees or hiding storage usage.

b. **Establishment of Accounts.** Customer will comply with the procedures located in the Support Guide in establishing and maintaining its Accounts for the Service. Customer will appoint one individual to act as the Administrator for the Service's Management Console. BRT will initially provide the necessary login credentials or other unique identifiers to the Administrator to access the Management Console. As between the Customer and BRT, the Administrator will be solely responsible for the assignment and management of Customer's accounts.

c. **Management of Users.** Customer will have the right to create and manage Authorized Users under its account for the Service through the Management Console. As between the Customer and BRT, the Administrator will be responsible for providing the necessary approvals and credentials to permit Authorized Users to access and use the Service. Customer will ensure that all Authorized Users do not share any password with any other person or permit any other person to log on to the Service using their credentials. Customer will also be responsible for terminating an Authorized User's access to the Service.

d. **Content.** Customer will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with applicable laws, regulations and this Agreement; (c) promptly handle and resolve any notices sent to Customer by any person claiming that any Content violates any person's rights, including take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; (d) maintain appropriate security, permissions, protection and/or routine archiving of the Content; and (e) verify the integrity and quality of Content added to the Service (including visual verification of Content for completeness, legibility and integrity once registered and indexed in the Service). BRT will have no liability of any kind as a result of (i) Customer's or an Authorized Users alteration of, deletion of, correction of, destruction of any Content, and (ii) scanning, transmission or uploading errors. For purposes of this Agreement, "Content" means electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by Customer using the Service.

e. **Notification of Unauthorized Use.** Customer will immediately notify BRT in writing of any unauthorized use or access of any Content or the Service that comes to Customer's attention. In the event of any such unauthorized use or access of the Service, Customer will take all commercially reasonable steps necessary to terminate such unauthorized use. Customer will provide BRT with such cooperation and assistance related to any such unauthorized use or access as BRT may reasonably request.

f. **HIPAA.** Unless Customer has purchased an Advanced subscription or higher, Customer agrees not to upload and/or use the Service to store Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability of 1996 Act as amended ("HIPAA").



3. Service Levels

- a. Service Levels. BRT agrees that access to the Service will be available 99.9% of the time per month ("Service Level"). For each month that the Services does not meet or exceed the Service Level, BRT will, if notified by Customer that the Service was not available, provide Customer with a Service Credit equal to a pro-rata amount of all fees payable by Customer applicable to the effected month of Service, calculated as $((\text{Monthly Fee}) / 30) \times [\text{Service Credit Variable}] = \text{Service Credit}$, as defined below:

Monthly Availability	Service Credit Variable
99% - 99.9%	1 (day)
95% - 98.99%	5 (days)
90% - 94.99%	15 (days)
Below 90%	30 (days)

- b. Maintenance Windows: Force Majeure Events. The Parties agree that Maintenance Windows and Force Majeure events shall be excluded from the Service Level. Any extended Scheduled Maintenance Windows are typically scheduled on Saturday nights from 9:00 pm to Sunday 6:00 am Mountain Time, though mid-week updates requiring an outage of ten (10) minutes or less may be scheduled during non-business hours as required.

4. Training: Technical Support: Maintenance

- a. Training Services. BRT shall provide up to three (3) hours of initial training to Customer's Administrator on how to access, configure and use the Service.
- b. Technical Support. BRT will provide unlimited Non-Emergency Support to Customer's Administrator via telephone and email, 9:00 AM to 5:00 PM Mountain Time, Monday through Friday, excluding holidays, during the Term of the Agreement. BRT will provide Emergency Support to Customer's Administrator when they email BRT at urgent-support@dynafile.com.
- i. Non-Emergency Support. Non-Emergency Support is defined as Customer requests for training, questions or issues with Content upload or access, scanning or other administrative tasks when the Service as a whole is still accessible.
- ii. Emergency Support. Emergency Support is defined as a situation where the Service is completely inaccessible or devoid of all functionality for all Authorized Users for a period of greater than ten (10) minutes and Customer has confirmed Internet access from their location by going to <http://status.dynafile.com> and retrieving a valid response.
- c. Maintenance. BRT shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Service, is available to Customer and its Authorized Users; (b) the Services work with the then-current version and the two (2) prior versions of Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome Internet browsers. The Monthly Fee shall be inclusive of the fees for maintenance.
- i. Non-Emergency Maintenance. Non-Emergency Maintenance is defined as periodic product updates that enhance the product, update underlying network infrastructure, fix bugs or issues that do not present an immediate security concern or pose a possibility for Content loss or corruption. Non-Emergency Maintenance will be conducted during scheduled Maintenance Windows.
- ii. Emergency Maintenance. Emergency Maintenance is defined as the recognition of an issue where the current Site functionality may lead to imminent Content loss, corruption or unauthorized disclosure. Emergency Maintenance will be conducted as soon as a patch is developed and tested that will correct such deficiencies and return the application to a stable and secure state, even if during normal business hours.

5. Term and Termination: Renewals

- a. Terms. This Agreement is binding as of the Effective Date and shall continue for one (1) year ("Initial Term") unless terminated earlier as set forth in this Agreement. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term") until such time as a Party provides the other Party with written notice of termination; provided, however, that (a) such notice must be given no fewer than sixty (60) calendar days prior to the last day of the then-current term and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.
- b. Termination for Cause. Without limiting the right of a Party to immediately terminate this Agreement for cause as provided for in this Agreement, if

either Party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching Party is not diligently pursuing a cure to the non-breaching Party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching Party may terminate this Agreement for cause as of a date specified in such notice.

- c. Payments upon Termination. Upon the termination of this Agreement, Customer shall pay to BRT all undisputed amounts due and payable hereunder, if any. If Customer terminates this Agreement for any reason other than Termination for Cause, then Customer shall owe BRT a termination fee equal to i) the number of months remaining on the then current Term multiplied by ii) the highest monthly fee (including additional storage fees) in the preceding twelve (12) months.
- d. Retrieval of Content. Prior to the termination of this Agreement, it is Customer's responsibility to download all Content from the Service. Customer may download all Content in its native format with an associated XML based index file identifying the index information of all Content downloaded by using the included DynaFile Archive Utility.
- e. Renewals. Should the Services continue beyond the then-current Term, the Services Fees for the Renewal Term may be increased no more than five percent (5%) on an annualized basis. If BRT is increasing the Service Fees it will notify Customer in writing at least ninety (90) days prior to the then current Renewal Term.

6. Fees: Billing

- a. Billing Procedures. Customer shall be responsible for and shall pay to BRT the fees set forth in Exhibit A, subject to the terms and conditions contained in this Agreement and such Exhibit A. Any sum due BRT for the Services for which payment is not otherwise specified shall be due and payable thirty (30) days after the invoice date ("Due Date"). If Customer does not pay BRT by the Due Date, BRT shall provide Customer via email a notice of the past due amount ("Past Due Notice"). Customer shall have ten (10) days from receipt of the Past Due Notice to pay the invoice ("Payment Cure Period"). If Customer does not pay the invoice during the Payment Cure Period then the Service will be deactivated. BRT may charge Customer a re-activation fee of \$500.00 which is due along with the invoice amount before BRT will reinstate the Service. BRT will maintain the Content for another thirty (30) day period before permanently deleting the Content.
- b. Sales Tax. Fees are exclusive of Taxes; and, Customer will promptly pay or reimburse BRT for all Taxes arising out of this Agreement. For purposes of this Agreement, "Taxes" means any sales, use and other taxes (other than taxes on BRT's income), export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If Customer is legally entitled to an exemption from the payment of any Taxes, Customer will promptly provide BRT with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption. Unless otherwise prohibited by law, BRT will apply the benefits of any requested tax exemption to Customer after the date BRT receives and reasonably processes such tax exemption certificates.
- c. Non-Binding Terms. Any terms and conditions included in a Customer purchase order or a BRT invoice, as the case may be, shall be deemed to be solely for the convenience of the respective Party, and no such term or condition shall be binding upon the Parties.
- d. Credits. Any amounts due to Customer, such as a Service Credit, from BRT will be applied by BRT to the subsequent Customer invoice.
- e. Payment Records. BRT shall maintain accurate records of all fees billable to, and payments made by, Customer in a format that will permit audit by Customer for a period of twelve (12) months from when a fee was incurred or a payment was made.

7. Representations and Warranties.

a. Mutual. Customer and BRT each represent and warrant that:

- i. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- ii. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- iii. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- iv. it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and
- v. there is no outstanding litigation, arbitrated matter or other dispute to which it is a Party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

b. By BRT. BRT represents and warrants that:

- i. it is in the business of providing the Services.
- ii. it is the lawful licensee or owner of the Services (excluding any Content) and has all the necessary rights in the Services to grant the use of the Services to Customer;
- iii. it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with professional standards; and
- iv. the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Support Guide.

c. By Customer. Customer represents and warrants that:

- i. Customer or its licensors own all right, title and interest in and to the Content;
- ii. Customer has all rights in the Content to grant the rights to BRT contemplated by this Agreement; and
- iii. none of the Content will violate the terms of this Agreement.

d. Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

8. Proprietary Rights; Content Backup.

a. Content Ownership by Customer. As between Customer and BRT, Customer or its licensors own all right, title and interest in and to the Content. Customer hereby grants BRT the right to transmit, use or disclose the Content solely for providing the Service to Customer or any Authorized User or to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law.

b. Ownership of Service by BRT. As between BRT and Customer, BRT or its licensors own and reserve all right, title and interest in and to the Service and all hardware, software and other items used to provide the Service, other than the rights explicitly granted to Customer in this Agreement. No title or ownership of any proprietary rights related to the Service is transferred to Customer or any Authorized User pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to Customer are reserved by BRT. In the event that Customer provides comments, suggestions and recommendations to BRT with respect to the Service (including, without limitation, comments, suggestions and recommendations with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, "Feedback"), Customer hereby grants BRT a world-wide,

royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service.

c. BRT's Use of Content. BRT is provided a limited license to the Content for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display the Content only to the extent necessary in the providing of the Services. BRT shall: (a) keep and maintain the Content in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose the Content solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the Content for BRT's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent.

d. Backup and Recovery of Content. As a part of the Services, BRT is responsible for maintaining a backup of the Content and for an orderly and timely recovery of such data in the event that the Services may be interrupted. BRT shall maintain a daily backup of the Content, which shall occur nightly at approximately 7:00 PM Mountain Time and which will be retained for sixty (60) days. Any backups of Content shall not be considered in calculating storage used by Customer.

e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of the Content, BRT shall, as applicable: (a) notify Customer as soon as reasonably possible after becoming aware of such occurrence; (b) provide Customer with the relevant records, logs, files, data reporting, and other materials it needs to comply with applicable law; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; and, (d) provide to Customer, upon request, a detailed plan within ten (10) business days of the occurrence describing the measures BRT will undertake to prevent a future occurrence.

9. Non-Disclosure of Confidential Information.

The Parties acknowledge that each Party may be exposed to or acquire communication or data of the other Party that is confidential, privileged communication not intended to be disclosed to third parties.

a. Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a Party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such Party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing Party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing Party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving Party without an obligation of confidentiality; (b) developed independently by the receiving Party, as demonstrated by the receiving Party, without violating the disclosing Party's proprietary rights; (c) obtained from a source other than the disclosing Party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving Party). For purposes of this Agreement, in all cases and for all matters, Content shall be deemed to be Confidential Information.

b. Obligation of Confidentiality. The Parties agree to hold all Confidential Information in strict confidence and not to copy (other than maintaining backup copies), reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a Party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

c. Cooperation to Prevent Disclosure of Confidential Information. Each Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall advise the other Party immediately in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each Party will cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Customer, at the sole election of Customer, the immediate termination, without liability to Customer, of this Agreement and Exhibit A.

10. Data Privacy and Information Security

a. Without limiting BRT's obligation of confidentiality as described herein, BRT shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Content; (b) protect against any anticipated threats or hazards to the security or integrity of the Content; (c) protect against unauthorized disclosure, access to, or use of the Content; (d) ensure the proper disposal of Content; and, (e) ensure that all employees, agents, and subcontractors of BRT, if any, comply with this Agreement.

b. Cross Border Data Transfer. BRT represents and warrants that BRT's data centers and servers used to provide the Service will store Customer Data only on computers located solely within the United States. BRT will not move data centers, and/or servers outside of the United States without Customer's prior written consent.

11. Indemnification

a. General Indemnification. BRT shall indemnify Customer and Customer's officers, directors, affiliates, subsidiaries, agents, and employees ("Customer Indemnitees") from any loss or damage arising out of a third Party claim or action against Customer Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of BRT's personnel while they are providing the Service to Customer under this Agreement. Customer shall indemnify and hold BRT and BRT's officers, directors, affiliates, subsidiaries, agents, and employees harmless from any injury to a third party or damage to real or tangible personal property of a third party to the extent caused by the negligent acts or omissions of Customer's personnel while BRT is providing the Service to Customer under this Agreement. Neither Party has a duty to indemnify or hold the other Party and its officers, directors, affiliates, subsidiaries, agents, and employees harmless from or against any claim or action for injuries to person or damage to property or any other damage or loss to the extent caused or contributed to by the act or failure to act of the other Party and its officers, directors, affiliates, subsidiaries, agents, and employees.

b. Intellectual Property Indemnification

i. BRT shall defend, and pay any damages and costs awarded in final judgment or made in settlement of, any claim or suit against Customer by a third party alleging that the Service, when used in conformity with this Agreement, infringes a U.S. patent, copyright or trade secret. If the Service is determined by a court of competent jurisdiction to be infringing, or in BRT's opinion is likely to become the subject of a claim of infringement or violation, BRT may, at its option, procure for Customer the right to continue using the Service, or replace or modify the Service so it is not infringing. If BRT cannot secure these remedies on a reasonable basis and if Customer must discontinue use of the Service, BRT will refund a portion of the fees paid for the infringing Service based on the number of months remaining on then current term.

The foregoing indemnity shall not apply to any infringement claim arising from (i) Customer's or any other party other than BRT modification of the Service; (ii) Customer's use of the Service in conjunction with products or services of parties other than BRT where such use gives rise to the infringement claim; (iii) Customer's use of the Service after written notice to Customer to cease such use; (iv) the Service not used in accordance with BRT's instructions and

specifications; or (v) Customer's use of the Service with services or products not provided by BRT.

c. Conditions. All indemnification under this Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying Party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss. A Party's responsibility to indemnify any indemnified Party is conditioned upon i) the indemnifying Party receiving prompt written notice of any claim or action, ii) the indemnifying Party having the sole authority to defend the indemnified Parties against any claim or action upon which third party indemnity is sought, and, iii) the indemnified Parties' cooperation with the indemnifying Party's defense or settlement of the claim. To the extent an indemnifying Party's defense of the claim is materially prejudiced by an indemnified Party's failure to provide prompt notice or full cooperation with indemnifying Party's defense or settlement of the claim, indemnifying Party shall be relieved of its indemnity obligations. The indemnifying Party has no liability to indemnify or hold any indemnified Party harmless for any payment by any indemnified Party in settlement or compromise of a claim or action unless the indemnifying Party receives written notice at least ten (10) business days in advance of such settlement or compromise and approves the settlement or compromise in writing before payment is made.

12. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION TO THE FOREGOING, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT EXCEED THE LESSER OF \$500,000 OR THE TOTAL FEES PAID BY CUSTOMER TO BRT FOR THE USE OF THE SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO A CLAIM. THE FOREGOING SENTENCE SHALL NOT APPLY TO A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT.

13. Insurance. BRT shall at all times during the term of this agreement maintain, at its cost, the following types of insurance, each at coverage levels considered to be commercially reasonable within BRT's industry: general liability, cyber liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage).

14. General

a. Relationship between Customer and BRT. The Parties are entering into this Agreement as independent contracting parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

b. Governing Law and Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the Colorado, without reference to its choice of law rules, and the federal laws of the United States of America. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. There shall be one (1) arbitrator, discovery shall be limited to the maximum extent possible and the arbitration shall take place in Denver, Colorado. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- c. Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one Party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing Party shall pay the prevailing Party's costs and expenses, including but not limited to, reasonable attorneys' fees.
- d. Compliance with Laws; Customer Policies and Procedures. Both Parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable.
- e. Cooperation. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each Party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each Party may properly accomplish its obligations and responsibilities hereunder.
- f. Force Majeure: Excused Performance. Neither Party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party promptly upon the occurrence of any such event, or performance by the delayed Party will not be considered excused pursuant to this Section, and inform the other Party of its plans to resume performance.
- g. No Waiver. The failure of either Party at any time to require strict performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- h. Notices. Notice for breach or non-payment shall be in writing and shall be given by i) personal service, ii) United States certified mail, return receipt requested, postage prepaid, or iii) a national delivery service (i.e. Federal Express and UPS) to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee. All other notices may be delivered via email to support@dynafile.com.
- i. Assignment of Agreement. Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either Party without the prior express written consent of the other which shall not be unreasonably withheld, and for which no additional consideration shall be necessary; provided, however, that either Party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to an Affiliate or in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect. For purposes of this section Affiliate means, with respect to a Party, any entity that controls or is controlled by such Party, or is under common control with such Party. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).
- j. Counterparts: Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile or electronic signature may substitute for and have the same legal effect as the original signature.
- k. Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties will promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.
- l. Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.
- m. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, or agreements between Customer and BRT as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the Parties. This Agreement shall be construed without regard to the Party that drafted it. Any ambiguity shall not be interpreted against either Party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

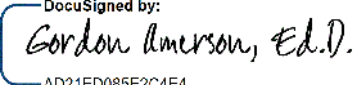
Agreement Acceptance

By signing below, all Parties agree to all terms and conditions stated herein. Signers warrant that they have legal authority to enter into this agreement on behalf of the Party for whom they are signing and that such Party will be held to all terms and conditions stated herein. Executed on the latest date set forth below by the undersigned authorized representative of Customer and BRT to be effective as of the Effective Date.

Customer (Company Name): Capistrano Unified School District

Notification Address: 33122 Valle Road

City: San Juan Capistrano State: Ca Zip: 92675

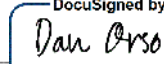
Signature: 

Signer Name: Gordon Amerson, Ed.D.

Title: Associate Superintendent, HR Services

Date: 9/30/2016

Blue Ribbon Technologies, LLC
6030 Greenwood Plaza Blvd, Suite 110
Greenwood Village, CO 80111
(303) 459-2065
FEIN: 84-1592761

Signature: 

Signer Name: Dan Orso

Title: HR Product Specialist

Date: 9/30/2016

Customer Configuration

Site URL: https://capousd.dynafile.com

Please provide the contact information for the central Site Administrator:

Administrator Name: Chelsea Turner

Administrator Email: Bridget Haley

Administrator Phone: Robert Miller

Exhibit B - Pricing

CUSD would like to prepay contract terms 10/1/16 through 9/30/17 to receive a 10% discount on the Premium Edition for a cost of \$16,188.

Qty	Description	Base Cost	Ext. Cost
1	DynaFile Edition: <u>Premium</u>	\$ <u>1499</u>	\$ <u>1499</u>
1	Annual Prepay Discount	\$ <u>-150</u>	\$ <u>-150</u>
		\$ _____	\$ _____
Total Cost Monthly Cost			\$ <u>1349</u>

Subscription includes 50 GB's of storage.

Additional storage will be billed at \$ 30 per GB per month.

Billing Information

Billing Address: 33122 Valle Road

City: San Juan Capistrano State: Ca Zip: 92675

Customer chooses to pay via: ☐ Credit Card -or- ☒ Check

Customer chooses to receive invoices via: ☒ Postal Mail -or- ☐ Email

Accounts Payable Email address: _____

If paying via credit card, please fill out the information below:

Card Type: ☐ Visa ☐ MasterCard ☐ American Express

Card Holder's Name: _____

Card Billing Address: _____

City: _____ State: _____ Zip: _____

Credit Card Number: _____

Expiration Date: ____/____ CCID (Security Code): _____

Credit Card Authorization Signature: _____

**AMENDMENT TO THE
DYNAFILE MASTER SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
BLUE RIBBON TECHNOLOGIES, LLC**

This Amendment to the DynaFile Master Software as a Service Subscription Agreement ("Amendment") is made as of 9/30/2016 ("Amendment Effective Date"), by and between Capistrano Unified School District ("Customer") and Blue Ribbon Technologies, LLC, ("BRT").

RECITALS

WHEREAS, Customer and BRT wish to amend the DynaFile Master Software as a Service Subscription Agreement between Customer and BRT dated 9/30/2016 (the "Agreement") to include the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises and covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Customer and BRT agree to amend the Agreement as follows:

1. Limitation of Renewal Terms to a maximum of four renewals

1.1. Section **5.a. Terms** is deleted in its entirety and replaced with the following:

Terms. This Agreement is binding as of the Effective Date and shall continue for one (1) year ("Initial Term") unless terminated earlier as set forth in this Agreement. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement shall automatically renew for **up to four (4)** successive one (1) year terms (each, a "Renewal Term") until such time as a Party provides the other Party with written notice of termination; provided, however, that(a) such notice must be given no fewer than sixty (60) calendar days prior to the last day of the then-current term and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. **At the end of the fourth Renewal Term, this Agreement will automatically terminate.**

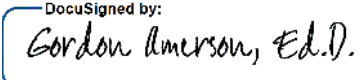
2. Change of Governing Law and Arbitration to the state of California

2.1. The first (1st) sentence in section **14.b. Governing Law and Arbitration** is deleted in its entirety and replaced with the following:

This Agreement shall be governed by and construed in accordance with the laws of the **California**, without reference to its choice of law rules, and the federal laws of the United States of America.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their authorized representatives, to be effective as of the Amendment Effective Date.

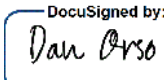
Capistrano Unified School District

By: 
AD21ED085E2C4E4...

Name: Gordon Amerson, Ed.D.

Title: Associate Superintendent, HR Services

Blue Ribbon Technologies, LLC

By: 
FDA5EA1C3AD6481...

Name: Dan Orso

Title: HR Product Specialist

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College, a public educational agency, hereinafter called the “District” and, **CAPISTRANO UNIFIED SCHOOL DISTRICT**, hereinafter called the “Agency”.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District operates Santa Ana College (“College”) and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called “**Students**”, enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, the District and Facility do covenant and agree as follows:

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
7. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
8. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
9. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
10. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years of full-time experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.

10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Clinical Facility shall direct Students, and Instructors providing supervision at the Clinical Facility as part of the Program, to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and

Instructors' role in relation to the use and disclosure of Clinical Facility's protected health information, the Students and Instructors are defined as members of the Clinical Facility's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Clinical Facility. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the Clinical Facility by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Clinical Facility by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

1. The District hereby agrees to defend, indemnify and hold harmless the Clinical Facility, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Clinical Facility hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Clinical Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Clinical Facility's obligations hereunder.

Obligations pursuant to Article VIII shall survive termination or expiration of this Agreement.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder.

Insurance Carried by the District. District shall assure coverage of General liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate covering personal injury, property damage, and general liability claims.

District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

Upon request, Clinical Facility shall be provided a copy of said policy.

Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.

- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI PERIOD OF AGREEMENT

- A. The term of this Agreement shall become effective on the date signed by District, and shall remain in effect for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this Agreement.
This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any student already assigned to and accepted by the Clinical Facility shall be allowed to complete any in-progress clinical practicum assignment at the Clinical Facility.
This Agreement shall immediately terminate if the District or the Clinical Facility's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Clinical Facility by any accreditation or regulatory agency.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

*Rancho Santiago Community
College District
2323 N. Broadway
Santa Ana, Ca 92706*

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

District

Agency/Facility/Location

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Birkinshaw, Ryan	IF-Sp Ed	Other Employment	03/05/2014	08/19/2016
2. Goodwin, Robbi	Lead FS Worker II	Retirement	10/15/1992	10/03/2016
3. Gordon, Gale	Inst Asst	Other Employment	11/04/2014	08/07/2016
4. Gorsline, Melinda	Student Supvr	Voluntary	02/05/2007	09/16/2016
5. Gregory, Amanda	IF-Sp Ed	Voluntary	11/13/2014	08/11/2016
6. Lopez, Fabio	FS Worker	Voluntary	08/12/2016	09/22/2016
7. Martin, Linda	Inst Materials Spec	Retirement	12/08/1987	12/30/2016
8. McCarville, Suzette	Student Supvr	Voluntary	10/22/2002	09/16/2016
9. Myers, Linda	Inst Materials Spec	Retirement	09/05/1991	12/30/2016
10. Pardo, Ericka	Inst Asst-Presch	Voluntary	03/28/2016	10/10/2016
11. Ramirez, Erica	Inst Asst	Voluntary	03/09/2016	09/29/2016
12. Salimi, Layla	IF-Sp Ed	Voluntary	09/24/2013	09/22/2016
13. Wickramasinghe, Srianthanie	Inst Asst-Presch	Deceased	03/02/2015	08/05/2016
14. Zermano, Donna	FS Worker	Voluntary	04/23/2015	09/28/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Boggess, Haileigh	Sch Clerk II (10.5mo/40hpw)	\$ 2,915.10 mo	R25-1	10/12/2016
16. Diedrick, Keith	Technology Support Spec (12mo/40hpw)	\$ 4,327.47 mo	R41-1	10/24/2016
17. Fields, Christopher	Heavy Duty Mechanic (12mo/40hpw)	\$ 4,149.00 mo	R38-1	10/04/2016
18. Jenkins, Edward	Groundskeeper (12mo/40hpw)	\$ 3,062.68 mo	R27-1	10/05/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Olson, Jayson	Technology Support Spec (12mo/40hpw)	\$ 4,327.47 mo	R41-1	10/17/2016

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Abell, Hannah	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/05/2016
21. Bateman, Rhonda	MS Campus Supvr (9.5mo/17.5hpw)	\$16.01 hr	R23-1	10/10/2016
22. Bogue, Jeanette	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	10/04/2016
23. Buendia, Patricia	LVN (9.5mo/25hpw)	\$20.98 hr	R30-3	10/19/2016
24. Carlucci, Marianne	MS Campus Supvr (9.5mo/17.5hpw)	\$16.01 hr	R23-1	10/04/2016
25. Hartnett, Nancy	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/03/2016
26. Holter, Troy	IF-Sp Ed (9.5mo/17.5hpw)	\$17.22 hr	R22-3	10/03/2016
27. Kaplan, Lauren	Inst Asst (9.5mo/15hpw)	\$14.50 hr	R19-1	10/04/2016
28. Lam, Phi (Kevin)	Inst Asst-Science (9.5mo/17.5hpw)	\$14.50 hr	R19-1	10/03/2016
29. Li, Qian	Blngl Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$15.24 hr	R21-1	09/26/2016
30. Motu, Christina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/27/2016
31. Mundl, Jennifer	Elem Library Media Tech (9.5mo/17.5hpw)	\$16.41 hr	R24-1	09/19/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-PartTime</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
32. Parr, Darcy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	10/06/2016
33. Reynolds, Kevin	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/03/2016
34. Shcherba, Leeza	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	09/29/2016
35. Torres, Corina	MS Campus Supvr (9.5mo/15hpw)	\$16.01 hr	R23-1	09/29/2016
36. Toyias, Deborah	Sch Bus Driver (9.5mo/hrs per bid)	\$18.70 hr	R28-1	10/17/2016
37. Villar, Denise	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	09/30/2016
38. Woods, Claudia	MS Campus Supvr (9.5mo/15hpw)	\$16.01 hr	R23-1	10/03/2016
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
39. Deykes, Ela	Account Clerk III	\$19.99 hr	R32-1	09/01/2016
40. Guido Campos, Luis	Custodian	\$17.24 hr	R26-1	10/06/2016
41. Morales Lopez, Francisco	Custodian	\$17.24 hr	R26-1	09/27/2016
42. Morton, Jennifer	MS Campus Supvr	\$16.01 hr	R23-1	09/02/2016
43. Muro, Nicolas	Custodian	\$17.24 hr	R26-1	09/29/2016
44. Sanez, Rosetta	FS Worker	\$12.82 hr	R14-1	10/05/2016
45. Tye, Cynthia	IF-Sp Ed	\$17.22 hr	R22-3	09/23/2016
46. Weber, Deborah	Clerk	\$16.01 hr	R23-1	08/02/2016- 08/18/2016
47. Zelaya, Karen	Inst Asst-Sp Ed	\$17.21 hr	R20-4	09/30/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
48. Bitterlich, Adell	Testing Asst	\$14.50 hr		08/15/2016
49. Boley, Heather	Testing Asst	\$14.50 hr		08/15/2016
50. Bray, Darren	Student Worker	\$10.00 hr		08/30/2016- 09/30/2016
51. Chodirker, Alexis	Testing Asst	\$14.50 hr		09/28/2016
52. Chong, Jessica	Testing Asst	\$14.50 hr		08/15/2016
53. Delgado, Noelia	Student Supvr	\$10.00 hr		08/26/2016
54. Diaz-Messerschmidt, Alice	Student Supvr	\$10.00 hr		10/05/2016
55. Fitch, Kristyn	Student Supvr	\$10.00 hr		09/19/2016
56. Gleason, Alicia	Student Supvr	\$10.00 hr		09/19/2016
57. Godinez, Gema	Testing Asst	\$14.50 hr		09/30/2016
58. Goettsch, Kelley	Student Supvr	\$10.00 hr		09/28/2016
59. Gonzalez, Edrine	Student Supvr	\$10.00 hr		10/06/2016
60. Grafals, Jessie	Student Supvr	\$10.00 hr		08/15/2016
61. Gurgone, Nicole	Student Supvr	\$10.00 hr		08/12/2016
62. Halaby, Marla	Student Supvr	\$10.00 hr		09/14/2016
63. Hernandez, Angelina	Student Supvr	\$10.00 hr		08/15/2016
64. Mohamed, Alshaimaa	Student Supvr	\$10.00 hr		09/27/2016
65. Musal, Bhauna	Student Supvr	\$10.00 hr		09/19/2016
66. Najera, Daniel	Student Worker	\$10.00 hr		11/03/2016- 06/01/2017
67. Nunez, Mariana	Student Supvr	\$10.00 hr		10/05/2016
68. Parra, Sylvia	Student Supvr	\$10.00 hr		09/15/2016
69. Poole, Jennifer	Student Supvr	\$10.00 hr		08/12/2016
70. Qureshi, Farhat	Student Supvr	\$10.00 hr		08/15/2016
71. Ramos, Carrie	Testing Asst	\$14.50 hr		08/15/2016
72. Razzazian, Melody	Student Supvr	\$10.00 hr		08/15/2016
73. Rodriguez, Selene	Student Supvr	\$10.00 hr		09/15/2016
74. Runneboom, Michelle	Testing Asst	\$14.50 hr		09/27/2016
75. Sandino, Claudia	Testing Asst	\$14.50 hr		09/27/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
76. Sotelo, Yasmin	Student Worker	\$10.00 hr		09/13/2016-12/31/2016
77. Solomon, Lynn	Student Supvr	\$10.00 hr		08/12/2016
78. Trussell, Cole	Student Worker	\$10.00 hr		07/15/2016-12/31/2016
79. Valdivia-Rasher, Erika	Student Supvr	\$10.00 hr		08/29/2016
80. Varney, Collin	Student Worker	\$10.00 hr		09/13/2016-12/31/2016
81. Williams, Janice	Student Supvr	\$10.00 hr		08/12/2016
82. Zardinejad, Mimi	Student Supvr	\$10.00 hr		08/15/2016

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
83. Beard, Tom	Volleyball, Girls' Varsity (Head)	San Clemente HS	\$ 3,501.00	08/08/2016-11/02/2016
84. Buyunkuncu, Derya	Swimming, Boys' Varsity (Head)	San Juan Hills HS	\$ 3,501.00	02/15/2016-05/06/2016
85. Calta, Daniella	Dance	Tesoro HS	\$ 2,334.00	08/15/2016-06/01/2017
86. Deverrick, George	Soccer, Girls' (Head)	Tesoro HS	\$ 3,501.00	11/14/2016-02/09/2017
87. Eaton, Patrick	Volleyball, Girls' (Asst)	Tesoro HS	\$ 2,801.00	08/15/2016-10/25/2016
88. Forster, Jens	Safety Equipment	Capistrano Valley HS	\$ 3,735.00	08/15/2016-06/01/2017
89. Fowler, Kevin	Safety Equipment	Tesoro HS	\$ 3,735.00	08/15/2016-12/21/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
90. Harter, Quinn	Soccer, Boys' (Asst)	Dana Hills HS	\$ 2,334.00	11/07/2016- 02/09/2017
91. Kaltenbach, Garrett	Water Polo, Boys' Varsity (Asst)	San Juan Hills HS	\$ 2,801.00	08/01/2016- 11/04/2016
92. Keeler, Jerry	Soccer, Boys' Varsity (Asst)	Tesoro HS	\$ 2,801.00	11/14/2016- 02/09/2017
93. Kelley, Peter	Tennis, Girls' (Head)	Aliso Niguel HS	\$ 3,501.00	08/01/2016- 10/30/2016
94. King, Preston	Football, Varsity (Asst)	Tesoro HS	\$ 3,735.00	08/15/2016- 11/04/2016
95. Kopp, Troy	Football, Varsity (Asst)	San Clemente HS	\$ 3,735.00	08/08/2016- 11/04/2016
96. Legacy, Craig	Athletic Trainer	Tesoro HS	\$ 3,735.00	08/15/2016- 06/01/2017
97. Mason, Laura	Drama	San Clemente HS	\$ 3,735.00	08/12/2016- 06/02/2017
98. Montecinos, Oscar	Football, JV (Head)	San Clemente HS	\$ 3,268.00	08/03/2016- 11/04/2016
99. Nicholson, Sam	Soccer, Boys' Varsity (Asst)	Tesoro HS	\$ 2,801.00	11/14/2016- 02/09/2017
100. Nikolenko, Max	Athletic Trainer	Dana Hills HS	\$ 3,735.00	08/15/2016- 06/01/2017
101. Ohlen, Micah	Athletic Trainer	San Juan Hills HS	\$ 3,735.00	08/15/2016- 06/01/2017
102. Phelps, Darren	Cross Country, Varsity (Head)	Tesoro HS	\$ 3,501.00	08/15/2016- 11/04/2016
103. Portillo, Danny	Cross Country, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,501.00	09/01/2016- 11/04/2016
104. Powell, Christopher	Water Polo, Boys' Varsity (Head)	San Clemente HS	\$ 3,501.00	08/08/2016- 11/04/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
105. Quiggle, Casey	Volleyball, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,801.00	08/01/2016- 10/30/2016
106. Reid, Christopher	Safety Equipment	Aliso Niguel HS	\$ 3,735.00	08/15/2016- 06/01/2017
107. Reimers, Lori	Tennis, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,501.00	08/26/2016- 10/28/2016
108. Roquemore, Scott	Athletic Trainer	Capistrano Valley HS	\$ 3,735.00	08/15/2016- 06/01/2017
109. Sayles, Kenneth	Cross Country, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,501.00	09/01/2016- 11/04/2016
110. Soto, Matthew	Cross Country, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,501.00	09/01/2016- 11/04/2016
111. Stanco, Ambrosia	Pep Squad	San Clemente HS	\$ 3,268.00	08/12/2016- 06/02/2017
112. Stewart, Cris	Pep Squad	Tesoro HS	\$ 3,268.00	08/15/2016- 06/01/2017
113. Takahashi, Roger	Football, JV (Head)	Tesoro HS	\$ 3,268.00	08/15/2016- 11/04/2016
114. Vaca, Jason	Pep Squad, (Asst) Pep Squad	Capistrano Valley HS	\$ 2,334.00 \$ 3,268.00	08/15/2016- 06/01/2017
115. Webster, Britney	Soccer, Girls' (Asst)	Tesoro HS	\$ 2,801.00	11/14/2016- 02/09/2017
116. Yamamoto, Kenny	Water Polo, Boys' (Asst)	Dana Hills HS	\$ 2,801.00	08/01/2016- 11/03/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
117. Adams, Jennifer	Volleyball, Girls' (Asst)	San Clemente HS	\$ 1,000.00	08/08/2016- 11/02/2016
118. Argersinger, Benjamin	Water Polo, Boys' (Asst)	Aliso Niguel HS	\$ 2,500.00	08/15/2016- 11/04/2016
119. Azzollini, Nicholas	Ticket Taker	San Clemente HS	\$ 1,000.00	08/15/2016- 06/01/2017
120. Bahena-Ela, Dominick	Football, (Asst)	San Clemente HS	\$ 2,500.00	08/03/2016- 11/04/2016
121. Banda, Norma	Test Proctor	Tesoro HS	\$ 500.00	09/15/2016- 05/20/2017
122. Bank, Joanne	Tennis, Girls' (Asst)	Tesoro HS	\$ 2,335.00	08/15/2016- 10/28/2016
123. Bardowell, David	Choral, Accompanist	Aliso Niguel HS	\$ 5,700.00	09/01/2016- 06/01/2017
124. Beard, Tom	Volleyball, Girls' Varsity (Head)	San Clemente HS	\$ 3,300.00	08/01/2016- 08/24/2016
125. Billings, Sean	Band, Orchestra	Capistrano Valley HS	\$ 800.00	09/15/2016- 06/30/2016
126. Boroian, Derek	Athletic Trainer	Tesoro HS	\$ 400.00	08/01/2016- 08/30/2016
127. Braun, Tyler	Volleyball, Boys' (Asst)	Dana Hills HS	\$ 1,500.00	07/01/2016- 08/10/2016
128. Canales, Miranda	Soccer, Girls'	San Juan Hills HS	\$ 1,500.00	07/01/2016- 07/31/2016
129. Chan, Audrey	Music, Percussion	Capistrano Valley HS	\$ 8,000.00	08/22/2016- 06/30/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
130. Christiansen, Emily	Swimming, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 3,500.00	02/27/2017- 05/10/2017
131. Cota, Andrea	Cross, Country, Girls'	Dana Hills HS	\$ 1,100.00	07/01/2016- 07/30/2016
	Cross Country, Girls' (Asst)		\$ 1,000.00	08/15/2016- 11/04/2016
132. Crider, Eric	Theatre, Stagecraft	Aliso Niguel HS	\$ 4,000.00	08/15/2016- 06/01/2017
133. Crowe, Ryan	Baseball, Boys'	San Juan Hills HS	\$ 3,000.00	07/01/2016- 07/31/2016
134. DeMendoza, Alejandro	Volleyball, Girls' (Asst)	Capistrano Valley HS	\$ 2,801.00	07/01/2016- 07/31/2016
135. Free, Kathryn	Test Proctor	Tesoro HS	\$ 500.00	09/15/2016- 05/20/2017
136. Gannon, Lauren	Water Polo, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 4,000.00	09/01/2016- 06/01/2017
137. Gleason, Patrick	Football, Frosh (Asst)	Tesoro HS	\$ 2,334.25	09/15/2016- 11/04/2016
138. Haddy, Jessica	Music, Orchestra	Aliso Niguel HS	\$ 5,000.00	09/01/2016- 06/01/2017
139. Hendron, Laurie	Test Proctor	Tesoro HS	\$ 2,000.00	09/15/2016- 05/20/2017
140. Hickson, Williams	ASB Events	Aliso Niguel HS	\$ 3,000.00	08/15/2016- 06/01/2017
141. Horn, Derek	Cross Country, Boys' (Asst)	Dana Hills HS	\$ 2,500.00	08/12/2016- 11/06/2016
142. Howe, Ann	Test Proctor	Tesoro HS	\$ 500.00	09/15/2016- 05/20/2017
143. Hunt, Tyler	Band, (Asst)	Dana Hills HS	\$ 2,500.00	03/23/2016- 06/01/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
144. Huntley, Michael	Football, Varsity (Asst)	Aliso Niguel HS	\$ 1,000.00	08/15/2016- 11/04/2016
145. Iverson, John	Sport Announcer	San Clemente HS	\$ 3,000.00	08/25/2016- 06/01/2017
146. Joyce, Jaime	Baseball, (Asst)	Dana Hills HS	\$ 2,000.00	02/12/2017- 05/12/2017
147. Karimi-Hosseini, Anthony	Football	Aliso Niguel HS	\$ 3,000.00	08/15/2016- 11/04/2016
148. Kennedy, Kelly	Cheer, (Head)	San Juan Hills HS	\$ 7,700.00	08/01/2016- 06/01/2017
149. King, Preston	Football, (Asst)	Tesoro HS	\$ 3,000.00	07/01/2016- 07/29/2016
150. Langdon, Greg	Tennis, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 500.00	08/15/2016- 10/31/2016
151. Leininger, Danielle	Color Guard	Capistrano Valley HS	\$ 8,000.00	07/01/2016- 06/30/2017
152. Magnuson, Gunner	Music, Percussion Band, (Asst) Music, Percussion	Capistrano Valley HS Dana Hills HS Aliso Niguel HS	\$ 8,800.00 \$ 2,500.00 \$ 4,800.00	07/01/2015- 06/30/2016 03/23/2016- 06/01/2016 09/01/2016- 06/03/2017
153. Mahle, Curt	Volleyball, Girls' Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	08/01/2016- 11/04/2016
154. Malone, David	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
155. Mast, Harrison	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$ 500.00	09/15/2016- 10/31/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
156. McCulloch, Carli	Water Polo, Girls' (Asst)	Aliso Niguel HS	\$ 2,500.00	08/15/2016- 10/31/2016
157. McGarry, Vern	Track, (Asst)	Dana Hills HS	\$ 2,000.00	02/14/2016- 05/06/2016
158. McMichael, Steven	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 5,000.00	08/15/2016- 05/31/2017
159. Mills, Joanne	Test Proctor	Tesoro HS	\$ 1,500.00	09/15/2016- 05/20/2017
160. Mordy, Tamara	Cross Country, Boys' (Asst)	Capistrano Valley HS	\$ 2,334.00	09/06/2016- 10/31/2016
161. Munck, Gregory	Football, (Asst)	Tesoro HS	\$ 3,000.00	07/01/2016- 07/29/2016
	Football, Varsity/JV (Asst)		\$ 2,802.00	08/15/2016- 11/04/2016
162. Ohlen, Micah	Athletic Trainer	San Juan Hills HS	\$ 4,500.00	08/15/2016- 06/01/2017
163. Park, Randy	Strengths/ Conditioning	San Juan Hills HS	\$ 4,000.00	08/15/2016- 06/01/2017
164. Pierce, Carrie	Water Polo, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,694.00	08/24/2015- 11/01/2015
165. Pinter, Jeff	Tennis, Girls' JV (Head)	Aliso Niguel HS	\$ 2,000.00	08/15/2016- 10/31/2016
166. Powell, Christopher	Water Polo, Girls' (Head)	San Clemente HS	\$ 2,200.00	09/15/2016- 11/04/2016
167. Robertson, Charity	Test Proctor	Tesoro HS	\$ 500.00	09/15/2016- 05/20/2017
168. Rodriguez Quino, Leonardo	Football, (Asst)	Tesoro HS	\$ 2,334.00	09/08/2016- 11/04/2016
169. Rosenlieb, Martin	Cross Country, Boys' (Asst)	Aliso Niguel HS	\$ 6,000.00	08/15/2016- 02/28/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
170. Ryan, Alayna	Band	San Clemente HS	\$ 7,000.00	07/01/2016-06/30/2017
171. Sack, Richard	Surf, (Asst)	Tesoro HS	\$ 2,000.00	08/15/2016-12/22/2016
172. San Miguel, Mandie	Test Proctor	Tesoro HS	\$ 1,000.00	09/15/2016-05/20/2017
173. Schanderl-Richardson, Alexis	Water Polo, Boys	San Juan Hills HS	\$ 2,000.00	07/01/2016-07/31/2016
174. Schmitz, Robert	Football	Aliso Niguel HS	\$ 1,000.00	08/15/2016-11/04/2016
175. Short, Stanley	Football, (Asst)	Capistrano Valley HS	\$ 3,734.00	09/06/2016-10/31/2016
176. Soto, Mario	Soccer, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,801.00	07/01/2016-07/31/2016
177. Stachowski, Michael	Water Polo, Boys' JV (Asst)	Aliso Niguel HS	\$ 2,500.00	08/15/2016-11/04/2016
178. Taylor, Carrie	Soccer, Girls' (Head)	Dana Hills HS	\$ 1,000.00	07/01/2016-08/01/2016
179. Theodorakis, Erin	Choir	Tesoro HS	\$ 1,000.00	09/13/2016-06/01/2017
180. Thrall, Matthew	Athletic Trainer	Aliso Niguel HS	\$10,000.00	08/15/2016-05/31/2017
181. Valerio, Joy	Test Proctor	Tesoro HS	\$ 500.00	09/15/2016-05/20/2017
182. Vincent, Joni	Tennis, Girls' (Asst)	Aliso Niguel HS	\$ 2,500.00	08/01/2016-11/04/2016
183. Weiler, Kevin	Basketball, Girls' (Asst)	Tesoro HS	\$ 2,000.00	08/01/2016-09/30/2016
184. Wynkoop, Catherine	Test Proctor	Tesoro HS	\$ 1,000.00	09/15/2016-05/20/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
185. Yamamoto, Kenny	Swimming, Boys' (Asst)	Dana Hills HS	\$ 3,000.00	02/13/2016- 05/06/2016
186. Yoon, Jun Suk	Athletic Trainer	Tesoro HS	\$ 2,500.00	09/15/2016- 11/25/2016
187. Youssef, Michael	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,801.00	11/01/2016- 01/31/2017

APPROVE RECLASSIFICATION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
188. Harris, Heidi	Sch Bus Driver/State Certified Trainer (12mo/40hpw)	State Certified Trainer (12mo/40hpw)	R34-20	10/01/2016

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
189. Bernhoft, Neil	Inst Asst-Sp Ed (9.5mo/17.5hpw)	MS Campus Supvr (9.5mo/17.5hpw)	R23-3	10/03/2016
190. Ceja-Lopez, Cristian	Custodian I (12mo/40hpw)	Groundskeeper (12mo/40hpw)	R27-3	10/10/2016
191. Finley, Kirt	Groundskeeper (12mo/40hpw)	Lead Groundkeeper (Temp/40hpw)	R37-5	09/12/2016- 11/10/2016
192. Florentino, Efren	Custodian I (12mo/40hpw)	Custodian III (12mo/40hpw)	R30-3	10/10/16
193. Garcia, Joe	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-10	08/15/2016- 09/16/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE PROMOTION (Cont.)

<u>Name</u>	Former <u>Position</u>	<u>Position</u>	Range <u>Step</u>	Effective <u>Date</u>
194. Goodrich, Elizabeth	IF-Sp Ed (9.5mo/17.5hpw)	Speech and Language Pathologist Asst (Temp/35hpw)	R39-1	09/07/2016- 11/06/2016
195. Gunderson, Lisa	Health Asst (9.5mo/17.5hpw)	Sch Clerk II (10.5mo/40hpw)	R25-15	11/01/2016
196. Opp, Douglas	Custodian II (12mo/40hpw)	Maintenance Pesticide Technician (12mo/40hpw)	R31-20	10/05/2016
197. Scheid, Jack	Maintenance Painter (12mo/40hpw)	Maintenance Plumber (Temp/40hpw)	R40-2	09/19/2016- 11/18/2016
198. Thoman, Molly	Lead Int Office Asst (12mo/40hpw)	Supvr Transp (Temp/40hpw)	MGMT R33-1	10/01/2016- 10/31/2016
199. Toledo, Ontoniel	Custodian I (12mo/40hpw)	Custodian III (12mo/40hpw)	R30-10	10/10/2016
200. Travis, Mark	Maintenance Plumber (12mo/40hpw)	Maintenance Planner (12mo/40hpw)	R46-15	09/26/2016

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	Former <u>Position</u>	Assignment <u>Adjustment</u>	Range <u>Step</u>	Effective <u>Date</u>
201. Barragan, Marlen	Student Supvr (9.5mo/5hpw)	Student Supvr (9.5mo/15hpw)		09/19/2016
202. Denayer, Pamela	Student Supvr (9.5mo/8hpw)	Student Supvr (9.5mo/19.15hpw)		08/12/2016
203. Fautua, Caron	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-4	10/05/2016
204. Giauque, Mark	HS Campus Supvr (9.5mo/17.5hpw)	HS Campus Supvr (9.5mo/35hpw)	R25-5	09/26/2016
205. Guthary, Miriam	Blngl IF-Sp Ed (9.5mo/17.5hpw)	Blngl IF-Sp Ed (9.5mo/30hpw)	R24-4	10/03/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
206. Hernandez, Olga	Student Supvr (9.5mo/19.75hpw)	Student Supvr (9.5mo/12.2hpw)		08/12/2016
207. Kim, Kathy	FS Worker (9.5mo/10hpw)	FS Worker (9.5mo/15hpw)	R14-2	10/04/2016
208. Loper, Alison	Student Supvr (9.5mo/7.45hpw)	Student Supvr (9.5mo/13.85hpw)		08/12/2016
209. Miller, Amber	Student Supvr (9.5mo/5.75hpw)	Student Supvr (9.5mo/18hpw)		08/15/2016
210. Mondino, Mickey	Student Supvr (9.5mo/4.7hpw)	Student Supvr (9.5mo/8hpw)		08/15/2016
211. Nicolosi, Nancy	Student Supvr (9.5mo/19.7hpw)	Student Supvr (9.5mo/19.75hpw)		08/12/2016
212. Parks, Nicole	Student Supvr (9.5mo/15hpw)	Student Supvr (9.5mo/22.5hpw)		08/15/2016
213. Roldan, Audriana	Student Supvr (9.5mo/13.7hpw)	Student Supvr (9.5mo/16.7hpw)		09/19/2016
214. Schwab, Sarah	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	10/03/2016
215. Tamaddon, Layla	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-4	10/05/2016
216. Vidra, Marisa	Student Supvr (9.5mo/19.75hpw)	Student Supvr (9.5mo/18.9hpw)		08/12/2016
217. Woolwine, Debra	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/40hpw)	R22-10	10/03/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE REASSIGNMENTS

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
218. Anderson, Annie	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	R19-3	10/12/2016
219. Carrera, Tammy	IF-Autism (9.5mo/30hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	10/05/2016
220. Hernandez, Angelina	MS Campus Supvr (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-2	10/03/2016
221. Sherrell, Christy	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	R19-4	10/12/2016

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
222. Sturgeon, Erica	Lead FS Worker II TAA NTE 2.5hrs (Assist with breakfast start-up program)	R31-10	10/03/2016- 12/31/2016
223. Vega, Buenaventura	Student Supvr TAA NTE 6hrs (Provide student supervision during parent workshop)	R16-20	09/20/2016- 06/01/2017

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
224. Adamson, Coral	IBI Asst/Tutor TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
225. Aguirre, Mariella	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
226. Anderson, Annie	IF-Sp Ed TAA NTE 10hrs (Attend professional development meeting)	09/26/2016- 06/01/2017
227. Bacon, Lisalani	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
228. Bayramkul, Bonnie	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
229. Beas, Estela	Presch Teacher TAA NTE 60hrs (Attend IEP's)	08/15/2016- 06/01/2017
230. Bicakci, Jessica	Inst Asst TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
231. Birkinshaw, Sandy	IBI Asst/Tutor TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
232. Blumen, Rochelle	IF-SP Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
233. Bonar, Catherine	Inst Asst TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
234. Bonsangue, Dawnell	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
235. Bybordi-Shariat, Shayesteh	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
236. Cardin, Patti	IBI Asst/Tutor TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
237. Casraneda, Juana	Student Supvr TAA NTE 6hrs (Provide child supervision during parent workshop)	09/20/2016- 06/01/2017
238. Cherone, Elizabeth	Health Asst TAA NTE 2hrs (Assist with processing and data entry)	10/03/2016- 10/07/2016
239. Copeland, Sheila	MS Campus Supvr TAA NTE 2hrs (Provide student supervision during power outage)	08/15/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
240. Dinsmoor, Joy	IBI Asst/Tutor TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
241. Fairchild, Vikki	Inst Asst TAA NTE 50hrs (Assist with classroom prep)	07/15/2016- 08/05/2016
242. Fleten, Susan	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
243. Fowler, Norma	FS Elem Cashier TAA NTE 5hrs (Assist with breakfast start-up program)	09/14/2016- 12/22/2016
244. Fragnito, Cecilia	MS Campus Supvr TAA NTE 2hrs (Provide student supervision during power outage)	08/15/2016
245. Gallo, Sarah	FS Elem Cashier TAA NTE 5hrs (Assist with breakfast start-up support)	10/03/2016- 12/31/2016
246. Gervais, Karen	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
247. Gorder, Mitzi	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
248. Hamidi, Zoila	Presch Teacher TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
249. Hannon, Karen	Interpreter for Hearing Impaired TAA NTE 90hrs (Provide instructional support)	06/20/2016- 07/15/2016
250. Harwood, Melinda	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
251. Hernandez, Evelyn	Inst Asst TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
252. Huckaby, Deborah	Interpreter for Hearing Impaired TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
253. Jacobson, Julia	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
254. Jensen, Kim	HS Campus Supvr TAA NTE 4hrs (Attend campus safety training)	08/08/2016
255. Ko, Caroline	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
256. Kopelson, Kathleen	IBI Asst/Tutor TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
257. Larkin, Nancy	Infant/Toddler Child Care Provider TAA NTE 16hrs (Assist with classroom set up)	09/11/2016- 06/02/2017
258. Lopez, Ann	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
259. Loya, Enrique	HS Campus Supvr TAA NTE 24hrs (Attend campus safety training)	08/09/2016- 08/11/2016
260. Mendoza, Rosa	Blngl Comm Svsc Liaison TAA NTE 2hrs (Interpret at the college fair)	09/15/2016
261. Mikhaykivna, Irina	Inst Asst Sp Ed TAA NTE 36hrs (Assist with after school homework support)	09/12/2016- 12/21/2016
262. Milano, Frank	HS Campus Supvr TAA NTE 4hrs (Attend campus safety training)	06/23/2016
263. Miranda, Christine	Inst Asst Sp Ed TAA NTE 10hrs (Attend professional development meeting)	09/26/2016- 06/01/2017
264. Murphy, Marissa	Mental Health Behavior Support Specialist TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
265. Orgill, Janell	IBI Asst/Tutor TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
266. Panning-LaBate, Tina Lee	IBI Asst/Tutor TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
267. Peters, Raquel	FS Elem Cashier TAA NTE 2.5hrs (Assist with breakfast start-up program)	10/03/2016- 12/31/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
268. Pino-Miranda, Maria	Presch Teacher TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
269. Ponce de Leon, Adelle	MS Campus Supvr TAA NTE 2hrs (Provide student supervision during power outage)	08/15/2016
270. Poole, Ruth	Inst Asst TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
271. Ramirez, Elizabeth	Student Supvr TAA NTE 6hrs (Provide student supervision during parent workshop)	09/20/2016- 06/01/2017
272. Rasooli, Maryam	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
273. Rosas, Alicia	Inst Asst TAA NTE 2hrs (Provide support during back to school night)	09/06/2016
274. Sheffield, Lorri	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
275. Shimizu, Aimee	Inst Asst-Comp Lab TAA NTE 75hrs (Support in the computer lab)	09/19/2016- 01/20/2017
276. Stackfield, Karen	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
277. Stanley, Maria Lourdes	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
278. Stevenson, Christina	IF-Sp Ed TAA NTE 10hrs (Attend professional development meeting)	09/26/2016- 06/01/2017
279. Strandstra, Claudia	Inst Asst TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
280. Summers, Denice	Int Office Asst TAA NTE 10hrs (Perform office task)	09/12/2016- 09/16/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
281. Theis, Sandra	Inst Asst TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
282. Vargas, Sonia	Student Supvr TAA NTE 6hrs (Provide student supervision during parent workshop)	09/20/2016- 06/01/2017
283. Vega, Sojahni	Student Supvr TAA NTE 6hrs (Provide student supervision during parent workshop)	09/20/2016- 06/01/2017
284. Walters, Elaine	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
285. Wellington, Patricia	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
285. Wendy, Anita	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
286. Whiting, Susan	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
287. Whyte, Juanita	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
288. Wills, Arlett	IF-Sp Ed TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
289. Wong Tam, Jacqueline	Inst Asst TAA NTE 3hrs (Attend UDL behavior training)	08/05/2016- 08/10/2016
290. Zardinejad, Mahnaz	Student Supvr TAA NTE 10hrs (Attend safety training meeting)	08/12/2016- 05/30/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Classified Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
291. Olvera, Jessica	IF-Sp Ed	School	09/26/2016- 10/31/2016
292. Solarcyk-Riyhani, Evelyn	IF-Sp Ed	School	11/06/2016- 11/24/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bell, Gabriella	Sub Teacher	Other Employment	03/27/2014	09/27/2016
2. Bitterlich, Adell	Sub Teacher	Other Employment	09/24/2015	09/27/2016
3. Botticello, Amber	Sub Teacher	Other Employment	10/10/2013	09/26/2016
4. Carpio, Frederick	Director I, Sp Ed Technology Support Programs	Voluntary	06/10/2013	10/07/2016
5. Curtis, Leslie	Sub Teacher	Other Employment	10/15/2015	09/26/2016
6. DeJarnette, Cherie	Sub Teacher	Other Employment	03/13/2014	09/26/2016
7. Edgeworth, David	Sub Teacher	District Initiated	09/25/2012	10/05/2016
8. Graves, Nicole	Sub Teacher	Other Employment	01/14/2016	09/26/2016
9. Oscar, Aeljandra	Sub Teacher	Other Employment	11/13/2014	09/26/2016
10. Perez, Kristi	Sub Teacher	District Initiated	02/11/2016	10/04/2016
11. Saar, Sherilyn	Sub Teacher	Other Employment	01/14/2016	09/26/2016
12. Vu, Joanne	Teacher	Other Employment	08/30/2012	10/02/2016
13. Walker, Heidi	Sub Teacher	Other Employment	10/23/2014	09/26/2016
14. Wilson, Alisa	Sub Teacher	Other Employment	05/14/2015	10/04/2016

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

15. Shrader, Loren

APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per day

16. Boyd, Valerie
17. Gomez, Brenda

18. Kamand, Andrew
19. Pryer, Tricia

APPROVE 6/5ths ASSIGNMENT 1st SEMESTER

Not to exceed \$20,966 for 6/5ths section

20. Brail, Richard

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
21. Beltran, Antonio	ETAP I	Teacher	08/11/2016- 06/02/2017
22. Cowell, Sarah	STAP I	STAP I	08/11/2016- 06/02/2017
23. Cutkomp, Carol	ETAP I	ETAP I	08/11/2016- 06/02/2017
24. Easton, Alexandra	STAP II	STAP II	08/08/2016- 06/06/2017
25. Finman, Marie	STAP II	STAP II	08/08/2016- 06/06/2017
26. Hebbard, Kristi	Teacher	ETAP I	08/11/2016- 06/02/2017
27. Hehn, Lynette	ETAP I	ETAP I	08/11/2016- 06/02/2017
28. Klingbeil, Katie	STAP I	STAP I	08/11/2016- 06/02/2017
29. Middlekauff, Marianne	ETAP I	ETAP I	08/11/2016- 06/02/2017
30. Moss, Jennifer	ETAP I	ETAP I	08/11/2016- 06/02/2017
31. Parker, Megan	Teacher	ETAP I-70%	08/11/2016- 06/02/2017
32. Schertzer, Kristen	Teacher	ETAP II	08/08/2016- 06/06/2017
33. Smith, Mishelle	Teacher-80%	Teacher-100%	08/11/2016
34. Wentzel, Kory	ETAP II	ETAP II	08/08/2016- 06/06/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE PROMOTIONS

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Salary</u>	<u>Effective Date</u>
35. Pettey, Stephanie	Psychologist	Coordinator, Sp Ed Mental Health	\$110,390	10/03/2016

APPROVE ADDITIONAL ASSIGNMENTS

Organize Kindergarten Storage Area - Castille Elem

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

36. Logan, Traci

37. Werthmuller, Kelly

Grade Level Action Planning and Leadership Team - Chapparral Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

38. Barnard, Kirstin

Additional Hours to Initiate #CapoForward - Clarence Lobo Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

39. Greene, Kathryn

42. Ramirez, Michelle

40. Nye, Kelli

43. Richardson, Kim

41. Payne, Julie

Attend Data Analysis Meeting - Hankey Elem

Not to exceed 16 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

44. Cady, Scott

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Professional Development - Hidden Hills Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

09/12/2016-06/02/2017

- | | |
|-------------------------|----------------------|
| 45. Benjoya, Eve | 52. Morgan, Lynne |
| 46. Borg, Shannon | 53. Murphy, Jodi |
| 47. Botting, Tracy | 54. Roman, Stacy |
| 48. Calentino, Jennifer | 55. Russell, Jami |
| 49. Ciolek, Rhonda | 56. Sherlock, Andrea |
| 50. Fairweather, Roklyn | 57. Waters, Linda |
| 51. Klos, Michael | |

Attend Leadership Committee - Hidden Hills Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

08/15/2016-06/02/2017

- | | |
|------------------|-------------------|
| 58. Benjoya, Eve | 59. Morrill, Leah |
|------------------|-------------------|

Prep for Science Professional Development Workshop - Kinoshita Elem

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour

10/01/2016-10/31/2016

60. Johnson, Marsha

Serve on the Leadership Team - Palisades Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

09/01/2016-06/01/2017

- | | |
|------------------------|-------------------------|
| 61. Allard, Kristi | 65. Jonsson, Cassaundra |
| 62. Butier, Amy | 66. O'Husky, Carrie |
| 63. Castellana, Evelyn | 67. Rhodes, Kellie |
| 64. Jiron, Jeanne | 68. Rice, Susan |

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Participate in Instructional Planning for Science Standards - RH Dana Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

09/13/2016-06/01/2017

69. Bowers-Georgia, Lori
70. Brown, Robynne
71. Cast, Jody
72. Granja, Patricia
73. Herrera, Deborah
74. Ordonez, Lourdes

75. Paradise, Susan
76. Parker, Megan
77. Pedersen, Janet
78. Pitkin, Bonny
79. Stevens, Jennifer

Attend Science Notebook Training - RH Dana Elem

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour

10/1/2016-10/31/2016

80. Cast, Jody
81. Georgia, Lori
82. Herrera, Deborah

83. Paradise, Susan
84. Pedersen, Janet
85. Stevenson, Jennifer

Teach After School Academic Support Classes -San Juan Elem

Not to exceed 10 hours pay sub rate @ \$21.00 per hour

09/26/2016-12/21/2016

86. Galvan-Lawson, Elsa

Teach After School Academic Support Classes -San Juan Elem

Not to exceed 21 hours instructional pay @ \$35.00 per hour

10/17/2016-01/13/2017

87. Camacho, Isis
88. De Lira, Veronica
89. Garcia-Serrato, Martha
90. Gerson, Victoria
91. Godinez, Renee
92. Jacques, Pierre
93. Le, Leslie
94. Liceaga-Reyes, Gabriela
95. Martinez Ramirez, Saul

96. Mesholzadeh, Raquel
97. Perez, Carmen
98. Porter, Jacqueline
99. Sabad, Bernardo
100. Sanchez, Lidia
101. Sandoval, Rocio
102. Sandoval, Yohana
103. Ward, Yesenia
104. Yamshon, Adriana

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ILT Member - San Juan Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

- | | |
|-----------------------------|----------------------|
| 105. Le, Leslie | 109. Rendon, Sophie |
| 106. Martinez Ramirez, Saul | 110. Sandoval, Rocio |
| 107. Perez, Carmen | 111. Tawil, Gracie |
| 108. Ramirez, Theresa | 112. Ward, Yesenia |

Provide Sound and Lighting for Choir Concert - Niguel Hills MS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
11/01/2016

113. Sanford, Samantha

Conduct Kindergarten Assessments - Vista Del Mar MS

Not to exceed 2 hours instructional pay @ \$35.00 per hour
08/04/2016

- | | |
|------------------|----------------------|
| 114. Abbott, Amy | 115. Stamen, Barbara |
|------------------|----------------------|

School Website/Webpage Support - Vista Del Mar MS

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
09/01/2016-06/01/2017

116. Miller, Daphne

Conduct Survivor Book Club - Vista Del Mar MS

Not to exceed 12 hours instructional pay @ \$35.00 per hour
09/06/2016-06/01/2017

- | | |
|-----------------------|----------------------|
| 117. Dewees, Julia | 121. Salazar, Arleen |
| 118. Hanley, Kim | 122. Slee, Elisa |
| 119. Porzuczek, Karin | 123. Velez, Lisa |
| 120. Ridgway, Damon | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Tutorial - Aliso Niguel HS

Not to exceed 35 hours instructional pay @ \$35.00 per hour
09/16/2016-06/01/2017

124. Cowan-Ruhlen, Ada
125. Parker, Karen

126. Sepe, Christina
127. Torres, Kelsey

Biology CAGS - Capo Valley HS

Not to exceed 7 hours non-instructional pay @ \$30.00 per hour
08/09/2016-08/10/2016

128. Hogan, Joyce

Conduct After School Detention - Tesoro HS

Not to exceed 12 hours instructional pay @ \$35.00 per hour
09/16/2016-12/21/2016

129. Manzotti, Maria

Teacher Induction Program Planning - BTSA

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/02/2017

130. Abuharoon, Christine
131. Bolla, Brenda

132. Hanley, Kimberly
133. Sepe, Christina

Attend PLC and Orientation Meeting - Early Childhood Development

Not to exceed 30 hours pay sub rate @ \$21.00 per hour
08/12/2016-06/09/2017

134. Liuzzi, Karen

Oversee Distributions for Families Forward Organization - Education Services

Not to exceed 4 hours pay @ \$55.00 per hour
11/19/2016

135. Pedraza, Jose Luis

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assist with the Native American Program - Education Services

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour

09/19/2016-06/02/2017

136. Curtiss-Welsh, Laura

Coordinate Reading Intervention - Education Services

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

09/19/2016-06/01/2017

137. Bell, Elizabeth

138. Brooks, Teresa

139. Brooks, Tracy

140. Brunet, Michelle

141. Calkins, Joan

142. Cantacessi, Angela

143. Carney, Teri

144. Cast, Jody

145. Clinkinbeard, Marie

146. Cornejo, Eduardo

147. Curran, Laurie

148. Eltiste, Ellen

149. Garcia, Monica

150. Gerson, Victoria

151. Gibson, Elisabeth

152. Greene, Kassi

153. Hoffman, Todd

154. Hornig, Sarah

155. Hughes, Sheri

156. Lausterer, Lori

157. Martin, Christine

158. Neill, Kelly

159. Neidl, Isabel

160. Nielson, Susie

161. Renz, Beth

162. Swanson, Celeste

163. Theurer, Bernadette

164. Vardoulakis, Mechaela

165. Velarde, Valerie

166. Wade, Natalie

167. Waters, Linda

Lead Professional Development Stipend - Education Services

Not to exceed \$2,000.00

09/06/2016-06/01/2017

168. Bertini, Carrie

169. Duarte, George

170. Hill, Josh

171. Jones, Jeff

172. Smalley, Jennifer

173. Wellikson, Josh

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

PLC Principals Stipend - Education Services

Not to exceed \$1,000.00

09/06/2016-06/01/2017

- | | |
|---------------------------|---------------------|
| 174. Bearst, Peggy | 179. Foucart, Paul |
| 175. Bogle, Tony | 180. Martin, Jayne |
| 176. Buckingham, Diann | 181. Miller, Sandra |
| 177. Campbell, Jacqueline | 182. Sawyer, Pamela |
| 178. Dore, Judith | 183. Visca, Curt |

Assist with WebEx Sessions to Support Teachers - Education Services

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

09/07/2016-06/01/2017

- | | |
|-----------------------|-----------------------|
| 184. Austin, Jennifer | 191. Lopinto, Steve |
| 185. Berrest, Stacy | 192. O'Leary, Darla |
| 186. Cooper, Pamela | 193. Phillips, Deanna |
| 187. Evans, Laurie | 194. Samson, Kristen |
| 188. Gauthier, Karen | 195. Sykes, Marie |
| 189. Hardos, Barbara | 196. Whitaker, Leslie |
| 190. Little, Kellie | |

Providing Support to Referred PAR/PIP Participating Teachers - Human Resource Services

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

09/12/2016-06/02/2017

- | | |
|----------------------|-------------------------|
| 197. Hulse, Michael | 199. Martin-Wilson, Liz |
| 198. Johnson, Robert | 200. Schnapper, Joy |

Behavior Training for UDL - Special Education

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

08/05/2016-08/10/2016

- | | |
|--------------------------|----------------------------|
| 201. Anderson, Carol | 206. Pittman, Terrill |
| 202. Anderson, Stephanie | 207. Pitzen, John |
| 203. Baker, Kent | 208. Reynolds, Pam |
| 204. Hardos, Mike | 209. Romo-Higley, Rosa |
| 205. Mitchell, Kelsey | 210. Sandoval-Fitz, Yohana |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Behavior Training for UDL - Special Education (Cont.)

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

08/05/2016-08/10/2016

211. Perry, Johnnie

212. White, Laura

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
213. Alexander, Ted	Football, Varsity (Asst)	Tesoro HS	\$ 3,735.00	08/15/2016- 11/04/2016
214. Anderson, Jill	ASB, Elem-50%	Moulton Elem	\$ 701.00	08/15/2016- 06/01/2017
215. Anderson, Kelly	ASB, Elem	Bathgate Elem	\$ 1,401.00	08/15/2016- 06/01/2017
216. Au, Judy	ASB, Elem	Viejo Elem	\$ 1,401.00	08/15/2016- 06/01/2017
217. Blake, Roxane	ASB, Elem-50%	Reilly Elem	\$ 701.00	08/15/2016- 06/01/2017
218. Briggs, Charlie	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,735.00	08/01/2016- 11/04/2016
219. Brown, Robynne	Peer Asst Leadership-50%	RH Dana Elem	\$ 701.00	08/15/2016- 06/02/2017
220. Brunton, Michelle	Block Music Team Facilitator Music, Elem	Elem Music	\$ 467.00 \$ 2,334.00	08/15/2016- 06/01/2017
221. Buff, Penni	Block Music Team Facilitator	Elem Music	\$ 467.00	08/15/2016- 06/01/2017
222. Bushell, Kimberly	ASB, Elem-50%	Ambuehl Elem	\$ 701.00	08/15/2016- 06/01/2017
223. Caestecker, Heidi	ASB, Elem-50%	Ambuehl Elem	\$ 701.00	08/15/2016- 06/01/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
224. Calhoun, Judy	Department Chair, Electives	Bernice Ayer MS	\$ 3,268.00	08/11/2016- 06/02/2017
225. Choi, Eun Young	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
226. Chubb, Jon	Football, JV/Soph (Head)	Aliso Niguel HS	\$ 3,268.00	08/15/2016- 10/31/2016
227. Collins, Sarah	ASB, Elem-50%	Reilly Elem	\$ 701.00	08/15/2016- 06/01/2017
228. Colwell, Greg	Football, Freshman (Head)	Aliso Niguel HS	\$ 3,268.00	08/15/2016- 10/31/2016
229. Colwell, Sarah	Department Chair, Sp Ed	San Juan Hills HS	\$ 4,669.00	08/15/2016- 06/01/2017
230. Cox, William	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
231. Cunningham, Chad	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
232. Dahlgren, Brenda	ASB, Elem-50%	Vista Del Mar Elem	\$ 701.00	08/15/2016- 06/02/2017
233. Davis, Nicole	ASB, Elem-50%	Vista Del Mar Elem	\$ 701.00	08/15/2016- 06/02/2017
234. Dembiec, Chris	ASB, Elem-50%	Oso Grande Elem	\$ 701.00	08/15/2016- 06/01/2017
235. Diaz, Monica	ASB, Elem-50%	San Juan Elem	\$ 701.00	08/15/2016- 06/01/2017
236. Dileo, Tim	Tennis, Girls' (Head)	Tesoro HS	\$ 3,501.00	08/15/2016- 10/28/2016
237. Dunn, Craig	Cross Country, Boys' (Head)	Dana Hills HS	\$ 3,501.00	08/15/2016- 11/04/2016
238. Ellis, Shawna	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
239. Evans, Stuart	ASB, Elem-50%	Castille Elem	\$ 701.00	08/15/2016- 06/01/2017
240. Foote, Carol	Department Chair, ELD	Hankey MS	\$ 3,268.00	08/15/2016- 06/02/2017
241. Forster, Glenn	Golf, Girls' (Head)	Dana Hills HS	\$ 3,501.00	08/25/2016- 10/23/2016
242. Flowers, Aaron	Football, Varsity (Head)	San Juan Hills HS	\$ 4,202.00	08/01/2016- 11/04/2016
243. Garritson, Melanie	ASB, Elem-50%	Concordia Elem	\$ 1,401.00	08/15/2016- 06/01/2017
244. Gonzalez, Armando	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,735.00	08/01/2016- 11/04/2016
245. Gonzalez, Joann	ASB, Elem-50%	San Juan Elem	\$ 701.00	08/15/2016- 06/01/2017
246. Gray, Lisa	Block Music Team Facilitator Music, Elem	Elem Music	\$ 467.00 \$ 2,334.00	08/15/2016- 06/01/2017
247. Green, Justin	Tennis, Girls' (Head)	Dana Hills HS	\$ 3,501.00	08/15/2016- 11/28/2016
248. Hair, Jonathan	Football, Freshman (Head)	Tesoro HS	\$ 3,268.00	08/15/2016- 11/04/2016
249. Hambrick, Kelly	Football, JV (Head)	San Juan Hills HS	\$ 3,268.00	08/01/2016- 11/04/2016
250. Hamro, Jonathan	Football, Varsity (Asst)	San Clemente HS	\$ 3,735.00	08/03/2016- 11/04/2016
251. Harvey, Lauren	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
252. Healy, Jerome	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
253. Henry, William	ASB, Elem	Elem Music	\$ 1,401.00	08/15/2016- 06/01/2017
254. Hernandez, Juan	Football, Freshman (Head)	San Juan Hills HS	\$ 3,501.00	08/01/2016- 11/04/2016
255. Howard, Andrea	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
256. Hunker, William	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
257. Jones, Karyn	ASB, Elem	Bergeson Elem	\$ 1,401.00	08/15/2016- 06/01/2017
258. Ketelsleger, Marie	Peer Asst Leadership-50%	RH Dana Elem	\$ 701.00	08/15/2016- 06/02/2017
259. Lee, Tz-Yi	Outdoor Ed, Elem	Bergeson Elem	\$ 117.00	10/04/2016- per night 10/07/2016
260. Mashburn, Andrew	Athletic Director, Boys'	Aliso Niguel HS	\$ 4,669.00	08/15/2016- 06/01/2017
261. Marcus, Bruce	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
262. Mednick, Melissa	ASB, Elem-50%	Oso Grande Elem	\$ 701.00	08/15/2016- 06/01/2017
263. Montgomery, Lori	ASB, Elem	Canyon Vista Elem	\$ 1,401.00	08/15/2016- 06/01/2017
264. Nason, Kim	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
265. Nufer, Colleen	ASB, Elem-50%	Concordia Elem	\$ 701.00	08/15/2016- 06/01/2017
266. Nye, Kelli	ASB, Elem	Lobo Elem	\$ 1,401.00	08/15/2016- 06/01/2017
267. Ortiz, Jaime	Football, Varsity (Head)	San Clemente HS	\$ 4,202.00	08/03/2016- 11/04/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
268. Parker, Marc	Golf, Girls' Varsity (Head)	San Clemente HS	\$ 3,501.00	08/08/2016- 10/21/2016
269. Peterson, Debra	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
270. Petty, Valerie	Choral	Newhart MS	\$ 1,867.00	08/11/2016- 06/01/2017
271. Pinon, Ryan	Surf, Head	Tesoro HS	\$ 3,501.00	08/15/2016- 12/22/2016
272. Pitkin, Bonny	ASB, Elem	RH Dana Elem	\$ 1,401.00	08/15/2016- 06/01/2017
273. Polk, Rich	Volleyball, Girls' (Head)	Tesoro HS	\$ 3,501.00	08/15/2016- 10/25/2016
274. Popperwell, Christopher	Instrumental Music B	Niguel Hills MS	\$ 1,867.00	08/15/2016- 06/01/2017
275. Poston, Matt	Football, (Head)	Tesoro HS	\$ 4,202.00	08/15/2016- 11/04/2016
276. Proodian, Dave	Cross Country, Girls' Varsity (Head)	San Clemente HS	\$ 3,501.00	08/08/2016- 11/03/2016
277. Rosa, Matt	Water Polo, Boys' (Head)	Dana Hills HS	\$ 3,501.00	08/15/2016- 11/03/2016
278. Santoke, Mahfrin	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
279. Schultz, Brian	Surfing, Varsity (Head)	Capistrano Valley HS	\$ 3,501.00	08/15/2016- 11/04/2016
280. Skelly, Barbara	ASB, Elem	Las Palmas Elem	\$ 1,401.00	08/15/2016- 06/02/2017
281. Soto, Antonio	Orchestra, HS	San Clemente HS	\$ 1,401.00	08/12/2016- 06/02/2017
282. Stephens, John	Tennis, Girls' Varsity (Head)	San Clemente HS	\$ 3,501.00	08/01/2016- 10/23/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
283. Stirling, Robert	Block Music Team Facilitator	Elem Music	\$ 467.00	08/15/2016- 06/01/2017
284. Strukoff, Rudolf	Annual, MS	Bernice Ayer MS	\$ 3,268.00	08/11/2016- 06/02/2017
285. Voss, Misha	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
286. Wanders, Michelle	Department Chair, Sp Ed	Las Flores MS	\$ 3,268.00	08/15/2016- 06/01/2017
287. Webster, Anne	Music, Elem	Elem Music	\$ 2,334.00	08/15/2016- 06/01/2017
288. Wentzel, Kory	Block Music Team Facilitator	Elem Music	\$ 467.00	08/15/2016- 06/01/2017
289. Westling, Kurt	Football, (Head)	Aliso Niguel HS	\$ 4,202.00	08/01/2016- 10/30/2016
290. Wood, Joe	Football, Varsity (Asst)	San Clemente HS	\$ 3,735.00	08/03/2016- 11/04/2017
291. Young, Michael	ASB, Elem	George White Elem	\$ 1,401.00	08/23/2016- 06/02/2017

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
292. Dunn, Craig	Track, Boys' (Head)	Dana Hills HS	\$ 373.50	05/09/2016- 06/04/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 26, 2016
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
293. Calentino, Mark	Wrestling, (Head)	San Clemente HS	\$ 3,300.00	09/22/2016- 10/30/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
294. Gilmore, Shelly	Personal	2016-2017
295. Thomas, Kogee	Personal	10/01/2016- 12/01/2016
296. Young, Marissa	Childcare	09/26/2016- 09/30/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF SPECIAL MEETING
AUGUST 10, 2016
EDUCATION CENTER – BOARD ROOM

President Hanacek called the meeting to order at 6:01 p.m.

**Call to Order/
Adjourn to Closed
Session**

At 6:01 p.m. the Board recessed to Closed Session to discuss: Conference with Legal Counsel - Anticipated Litigation;

At 7:11 p.m. the Board reconvened to Open Session.

**President's
Report from
Closed Session
Meeting**

President Hanacek reported the following action taken during Closed Session:

Agenda Item #3A:

No Reportable Action.

President Hanacek read the following statement:

“On August 9, 2016 the school district received correspondence that alleged violations of law by the District and district staff. Pursuant to *Government Code Section 54954.2(b)(2)* there is a need to take immediate action and that the need for action came to the attention of the school district subsequent to the agenda being posted related to this correspondence. I ask for a motion to add to tonight's Closed Session agenda Initiation of Litigation – One Case.”

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 6-1 Roll Call vote to add Initiation of Litigation – One Case to the Closed Session agenda.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard.

NOES: Trustee Reardon

ABSENT: None

The Board recessed to Closed Session at 7:17 p.m.

**Adjourned to
Closed Session**

The Board reconvened to Open Session at 7:56 p.m.

President Hanacek called for any speakers who would like to comment on the Closed Session item Initiation of Litigation – One Case. The following speaker addressed the Board:

**Oral
Communications**

- *Dawn Urbanek spoke regarding the addition of Closed Session Item #3B.*

The Board recessed to Closed Session at 7:57 p.m.

**Adjourned to
Closed Session**

The Board reconvened to Open Session at 7:59 p.m.

President Hanacek reported the following action taken during Closed Session:

Agenda Item #3B:

**President's
Report from
Closed Session
Meeting**

The Board voted in Closed Session to initiate litigation against Frank Ury and Tony Beall. The Board also voted to direct staff to request the Orange County District

Attorney and California Attorney General to investigate whether the City of Mission Viejo or the City of Rancho Santa Margarita has misused public funds to influence the outcome of an election. The vote of the Board was 6-1.

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

**Permanent
Record**

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to adjourn the special meeting.

Adjournment

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Hanacek announced the special meeting adjourned at 8:02 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
August 10, 2016
EDUCATION CENTER – BOARD ROOM

President Hanacek called the meeting to order at 8:02 p.m.

**Call to Order/
Adjourn to Closed
Session**

ROLL CALL:

Present: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon

Absent: None

The Pledge of Allegiance was led by President Amy Hanacek.

**Pledge of
Allegiance**

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

**Permanent
Record**

It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the
Board Agenda**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard and Reardon

NOES: None

ABSENT: None

Agenda Item #3A – Item was not addressed.

**President's
Report from
Closed Session
Meeting**

Superintendent Vital reported on the beginning of the 2016 – 2017 school year. The District welcomed ninety-nine new teachers and focused on the importance of Great First Instruction during their new hire orientation. She shared information regarding the Grand Opening of the College and Career Center at The Shops at Mission Viejo.

**Board and
Superintendent
Comments**

Superintendent Vital also spoke regarding facilities funding and CFD refinancing.

President Hanacek announced all speakers will be heard for oral comments.

**Oral
Communications**

The following speakers addressed the Board:

- Dawn Urbanek spoke regarding bond issues.
- Debbie Flowers spoke regarding the option for Vista del Mar students to attend San Juan Hills High School due to the opening of La Pata Road.

PUBLIC HEARING

President Hanacek announced the Public Hearing open at 8:20 p.m. to hear Resolution No. 1617-16, Formation of School Facilities Improvement District #2.

**Public Hearing:
Resolution No.
1617-16
Formation of
School Facilities
Improvement
District #2**

The following speaker addressed the Board:

- Mike Pouraryan spoke regarding school facility needs.

President Hanacek declared the Public Hearing closed at 8:23 p.m.

251 of 331

Agenda Item 1

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.

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 7-0 Roll Call vote to approve the following Consent Calendar with the correction of typographical errors, as presented by Trustee Jones, for Agenda Item 2 and Agenda Item 3.

**Items Pulled from
the Consent
Calendar**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

Approval of the minutes for the May 25, 2016 Regular Board Meeting.

**School Board
Minutes
Agenda Item 2**

Approval of the minutes for the June 8, 2016 Regular Board Meeting.

**School Board
Minutes
Agenda Item 3**

Discussion Action Items

Board President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present information on this item and answer any questions.

This is an information item only.

**Update on
Financings for
Community
Facilities Districts
Agenda Item 4**

Board President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 7-0 vote to waive the 20 minute limit for Blue Card speakers.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

**Resolution No.
1617-16 Ordering
Formation of
School Facilities
Improvement
District #2
Agenda Item 5**

The following speakers addressed the Board:

- *Laurie Davies spoke against the bond in her capacity as a private citizen and not as the Mayor of Laguna Niguel.*
- *Michele Ploessel-Campbell spoke in favor of the bond.*
- *Craig Delahooke spoke against the bond.*
- *Pam Patterson spoke against the bond in her capacity as both a private citizen and Mayor of San Juan Capistrano.*
- *Mike Munzing spoke against the bond in his capacity as a private citizen.*
- *Wendy Bucknum spoke against the bond in her capacity as a private citizen.*
- *Natalie Simmons spoke against the bond.*
- *Dawn Urbanek spoke against the bond.*
- *Jack O'Connell spoke in favor of the bond.*
- *Susan Stuart spoke in favor of the bond.*
- *Kevin Gordon spoke in favor of the bond.*
- *Judy Bullockus spoke against the bond.*

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee McNicholas, and motion carried by a 6-1 Roll Call vote to adopt Resolution 1617-16, Ordering Formation of School Facilities Improvement District #2.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard.
NOES: Trustee Reardon
ABSENT: None

Board President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

The following speakers addressed the Board:

- *Stephanie Winstead spoke regarding transparency within the District.*
- *Judi Heidel spoke in favor of the bond.*
- *Linda Verraster spoke in favor of the bond.*
- *Kim Sprague spoke against the bond.*
- *Sharon Campbell spoke against the bond.*
- *Mike Hodson spoke in favor of the bond.*
- *Laura Ferguson spoke against the bond.*

**Resolution No.
1617-17 Ordering
A School Bond
Election on
November 8, 2016
Within School
Facilities
Improvement
District #2 and
Authorizing
Necessary Actions
Agenda Item 6**

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Hatton-Hodson, and motion carried by a 6-1 Roll Call vote to adopt Resolution 1617-17, Ordering A School Bond Election on November 8, 2016 Within School Facilities Improvement District #2 and Authorizing Necessary Actions.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard.
NOES: Trustee Reardon
ABSENT: None

It was moved by Trustee Jones, seconded by Trustee Hatton-Hodson and motion carried by a 7-0 vote to adjourn the meeting.

Adjournment

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Hanacek announced the meeting adjourned at 10:59 p.m.

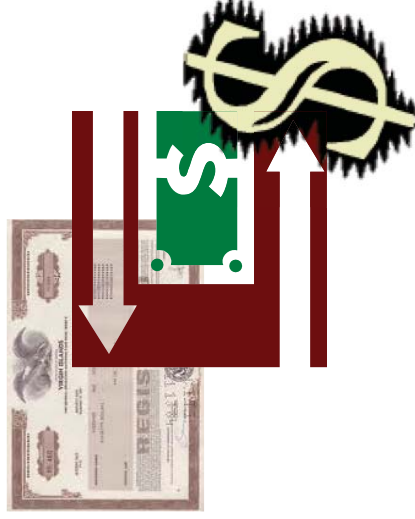
Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board of Trustees

Capistrano Unified School District

Update on General Obligation Bond Measures



Keith Weaver

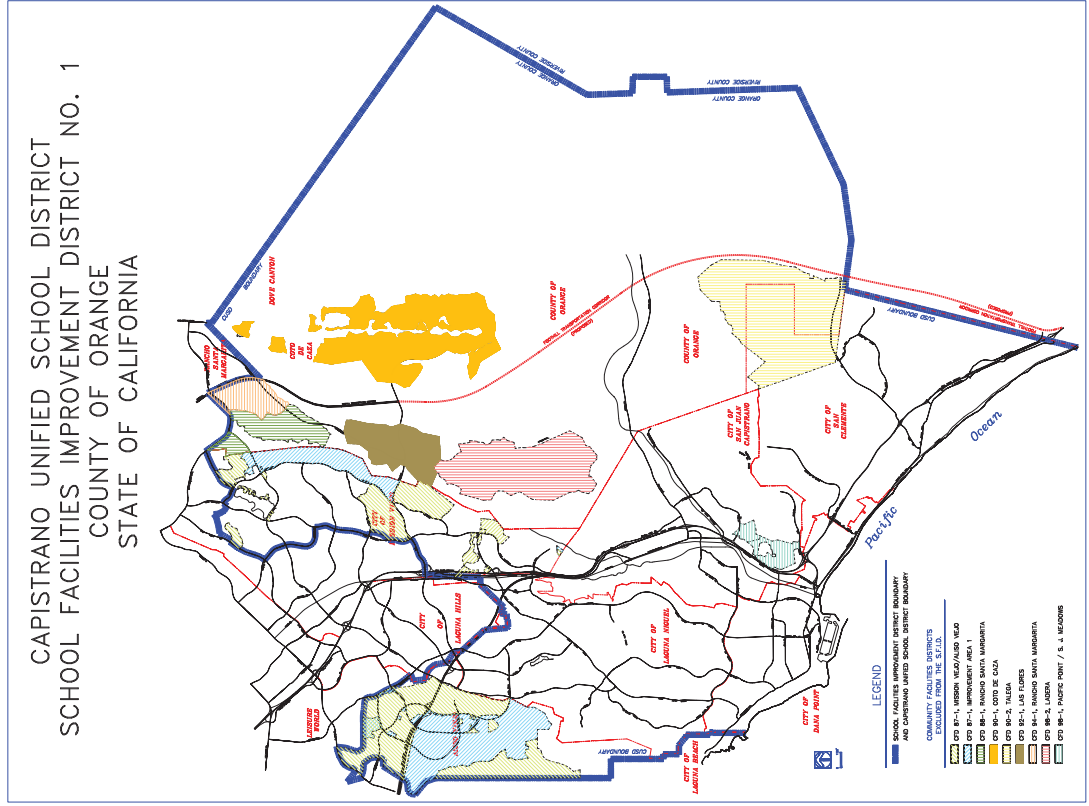
Presented October 26, 2016

Agenda

- ◆ Update on Measure A (SFID #1)
- ◆ Update on Measure M (SFID #2)

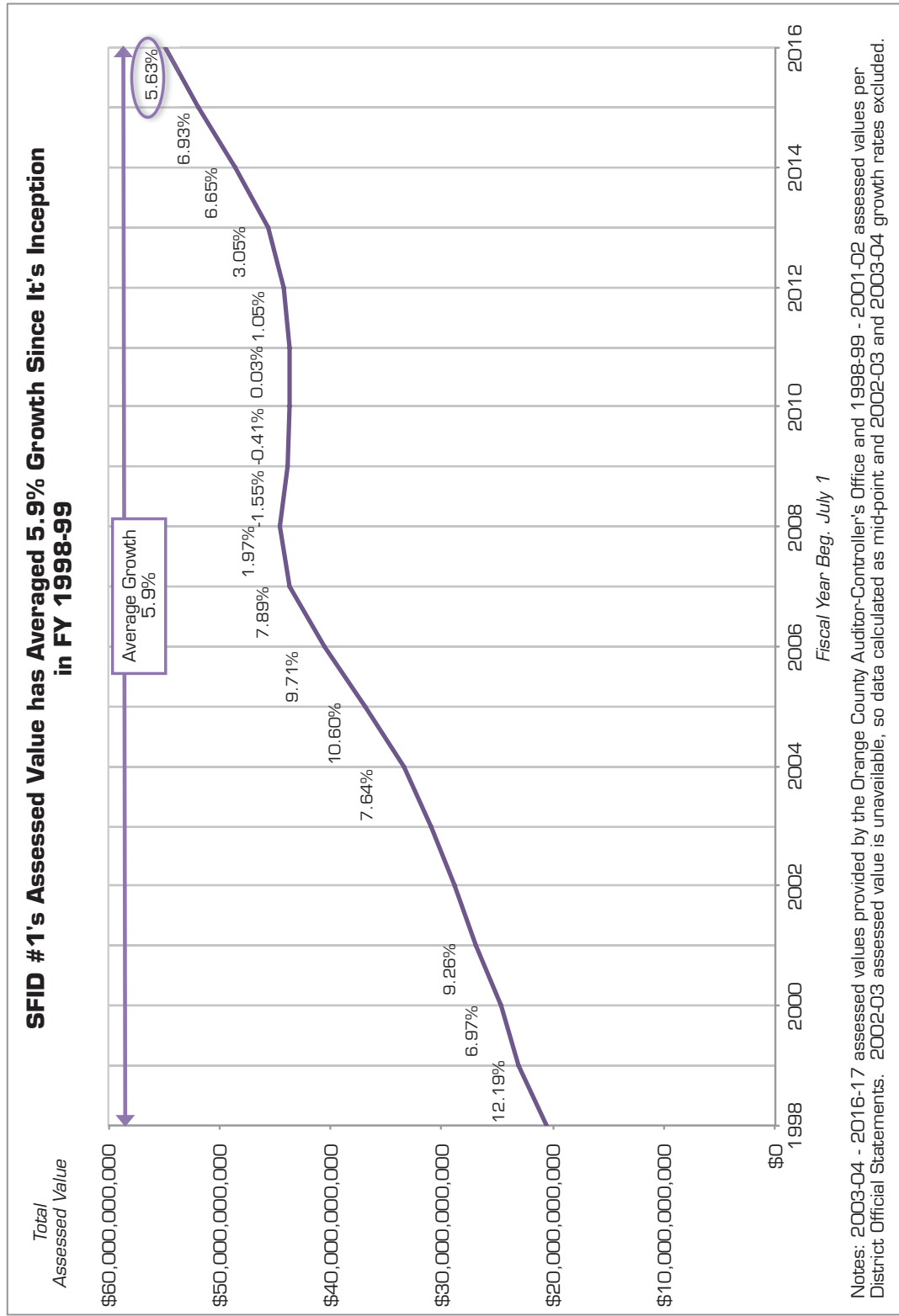


Review of Measure A (SFID #1)

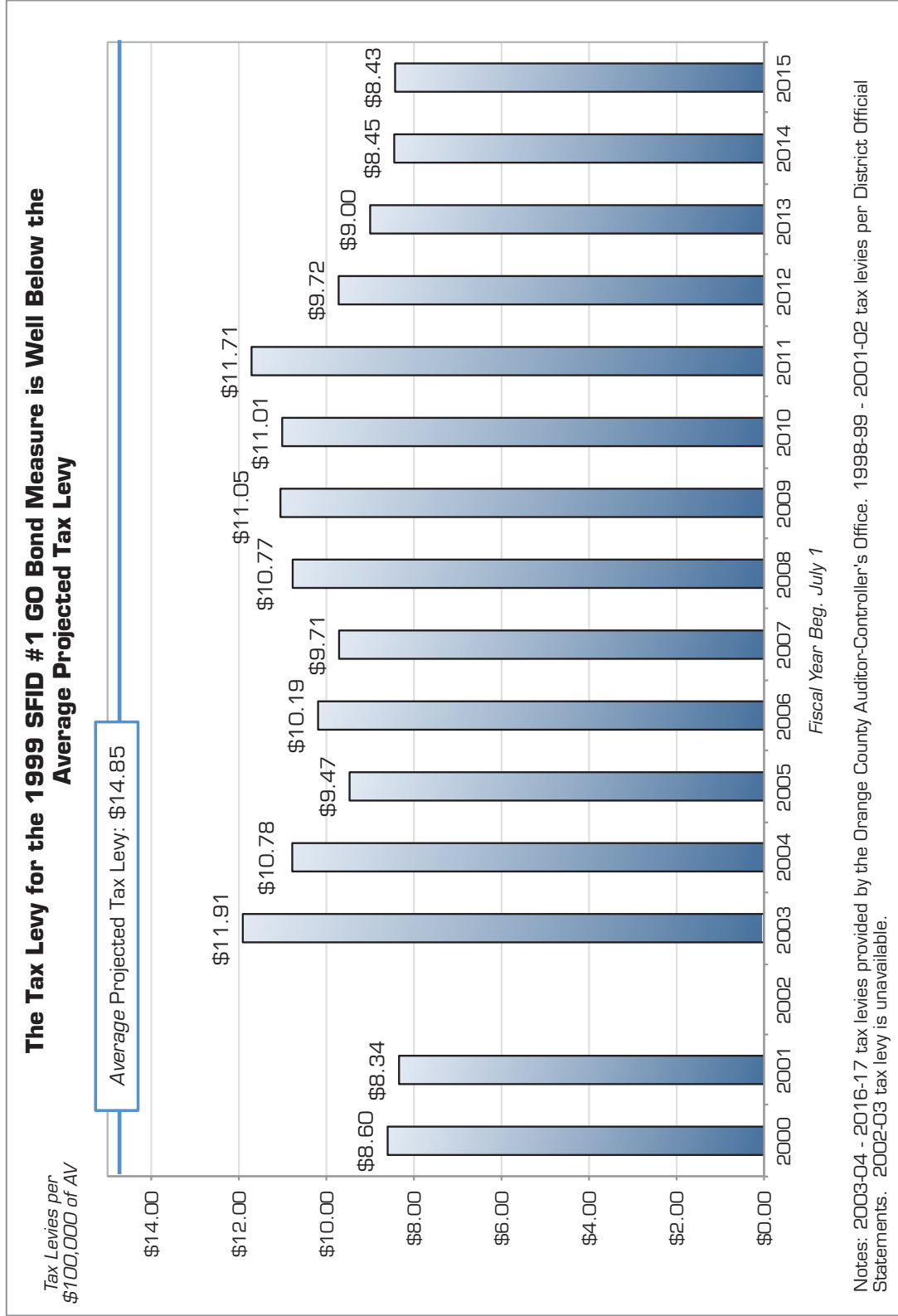


- ◆ SFID boundaries are in blue excluding shaded color areas.
- ◆ Approved in Nov. 1999 by 73% of voters in the SFID.
- ◆ Authorized \$65 million of bonds for schools within the SFID.
- ◆ \$27.2 million is outstanding.

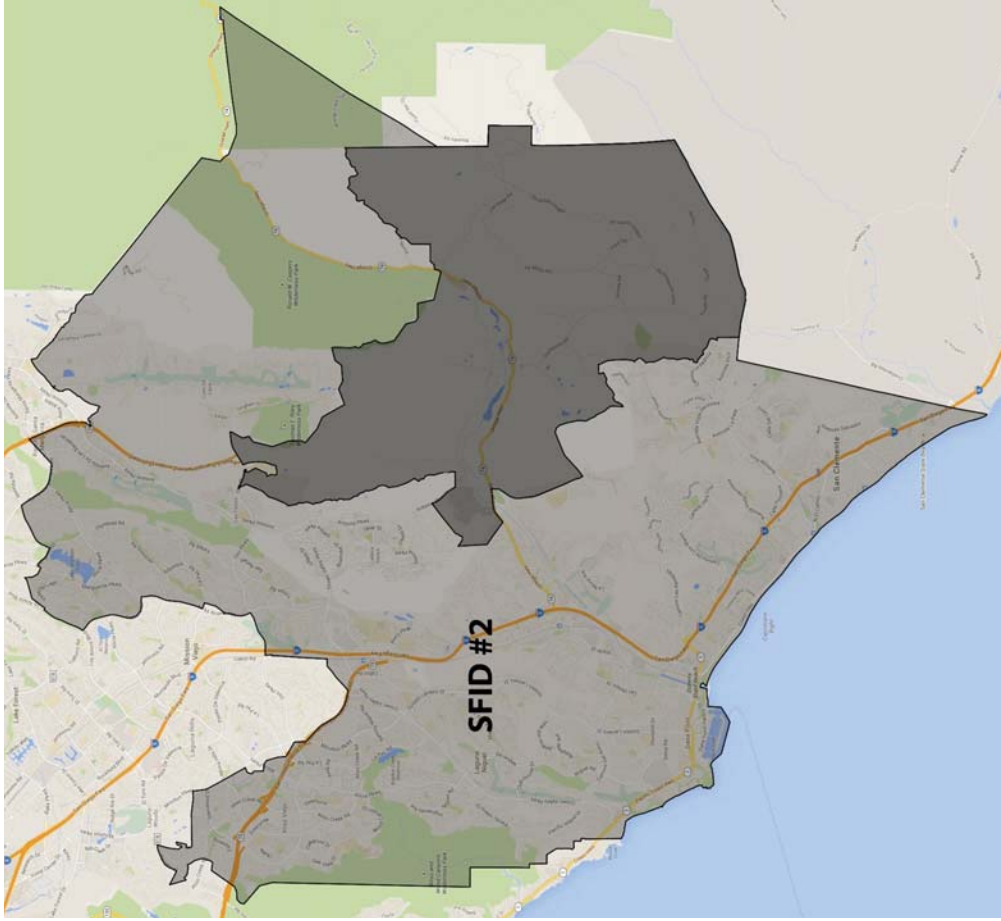
Assessed Value Growth in SFID #1



Tax Levies in SFID #1

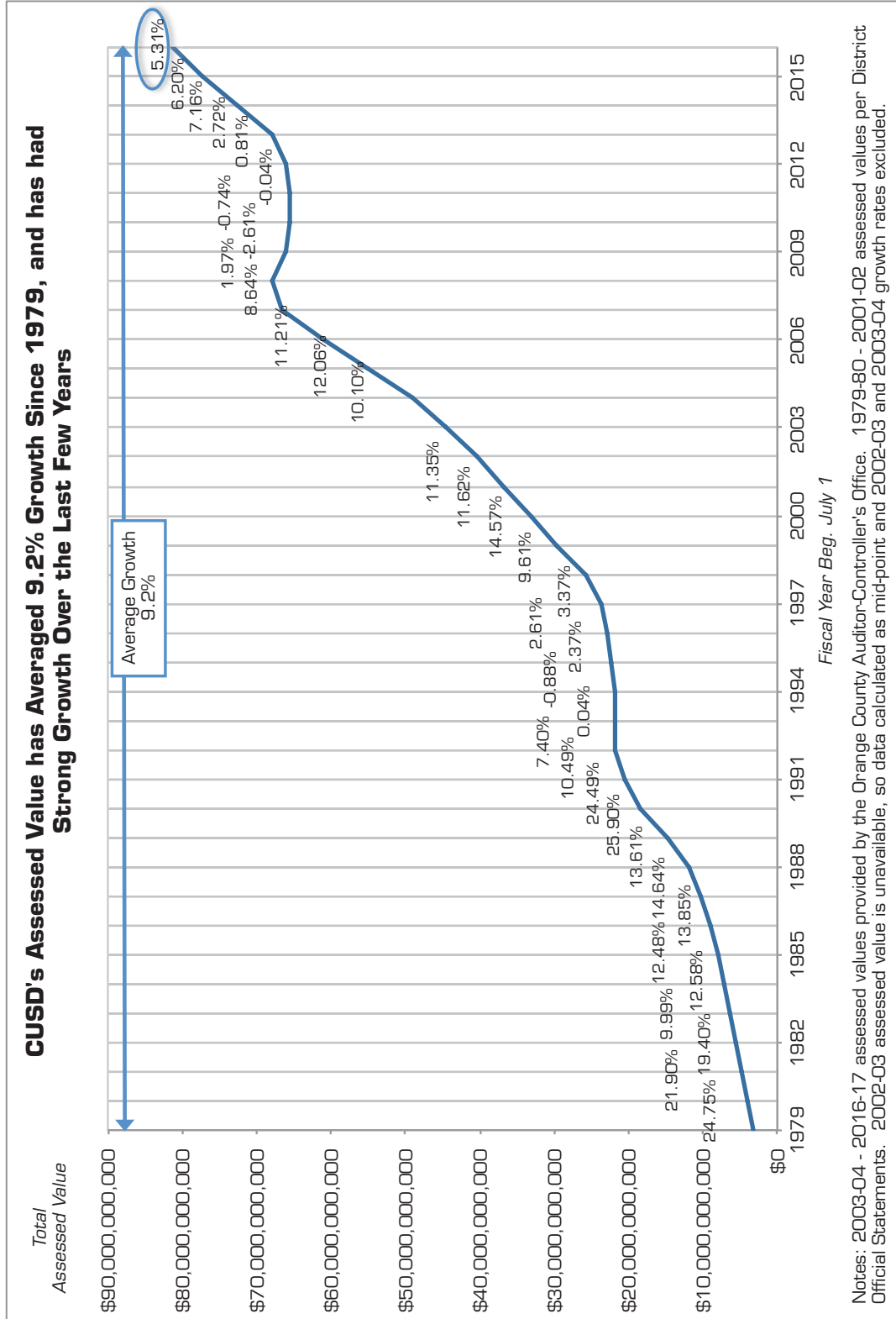


Review of Measure M (SFID #2)

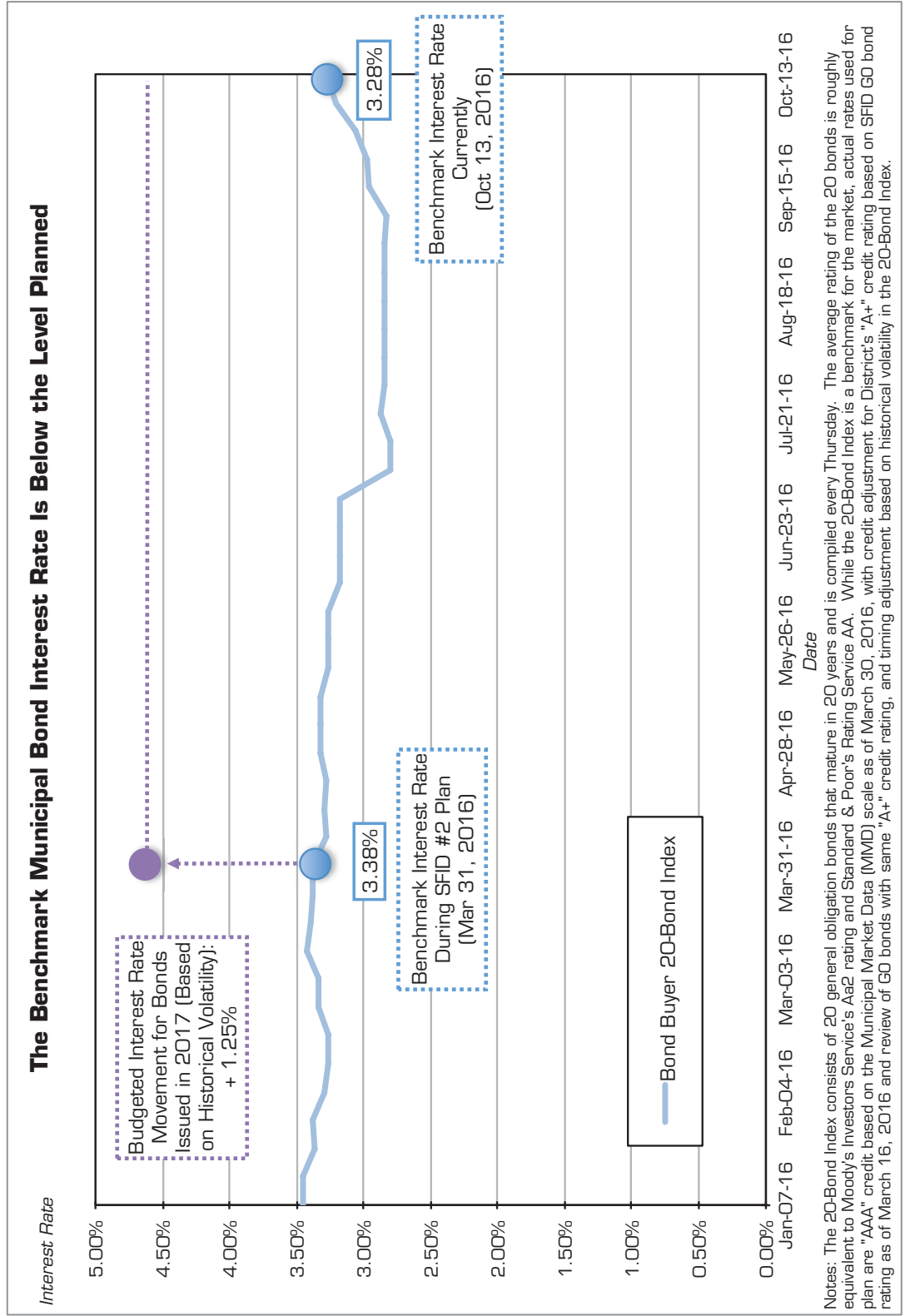


- ◆ SFID boundaries are CUSD excluding dark gray area.
- ◆ On the Nov. 2016 ballot and requires 55% voter approval.
- ◆ Authorizes \$889 million of bonds for schools within the SFID.
- ◆ Est. maximum tax levy of \$43 per \$100,000 of AV.

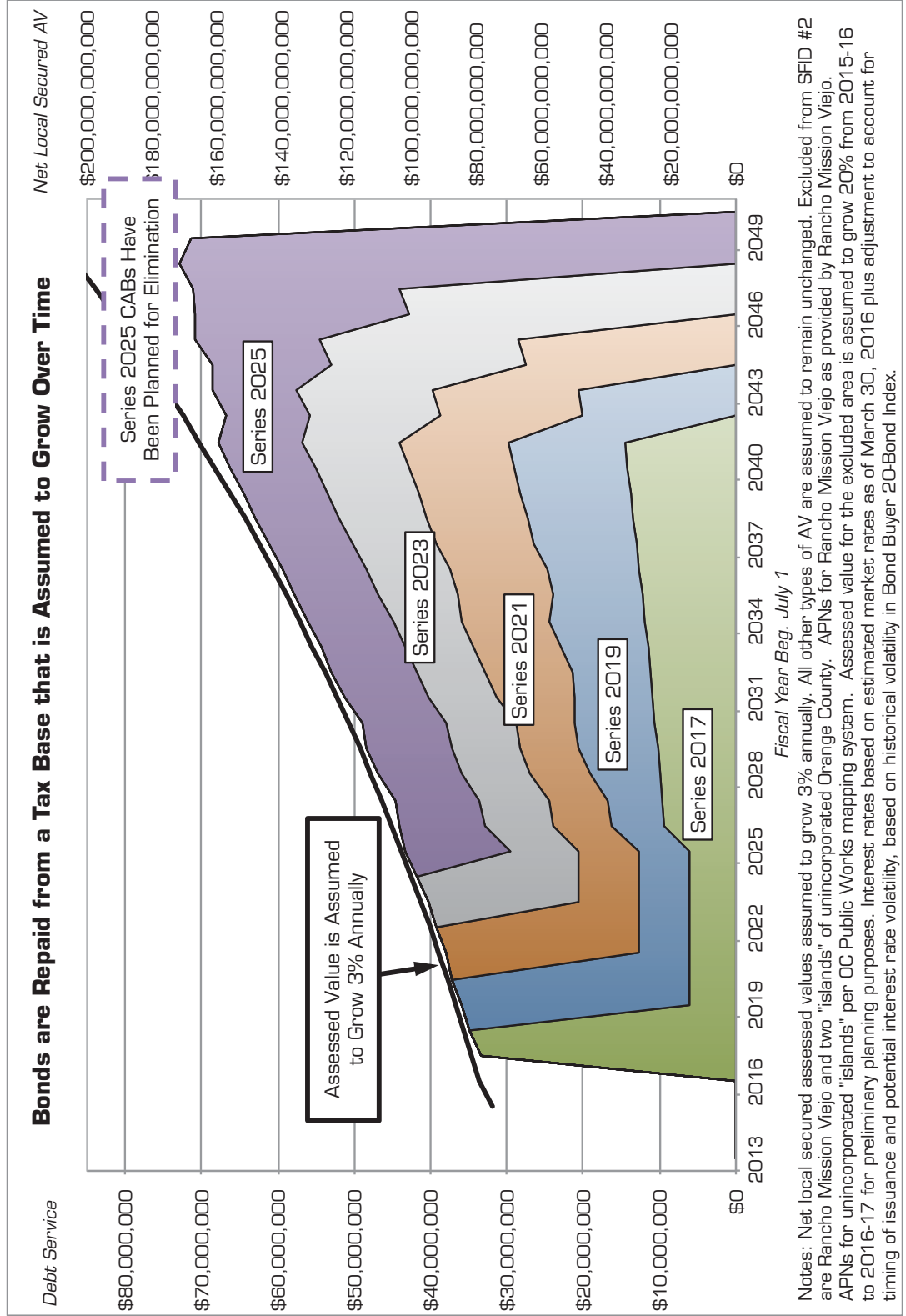
Assessed Value Growth in CUSD



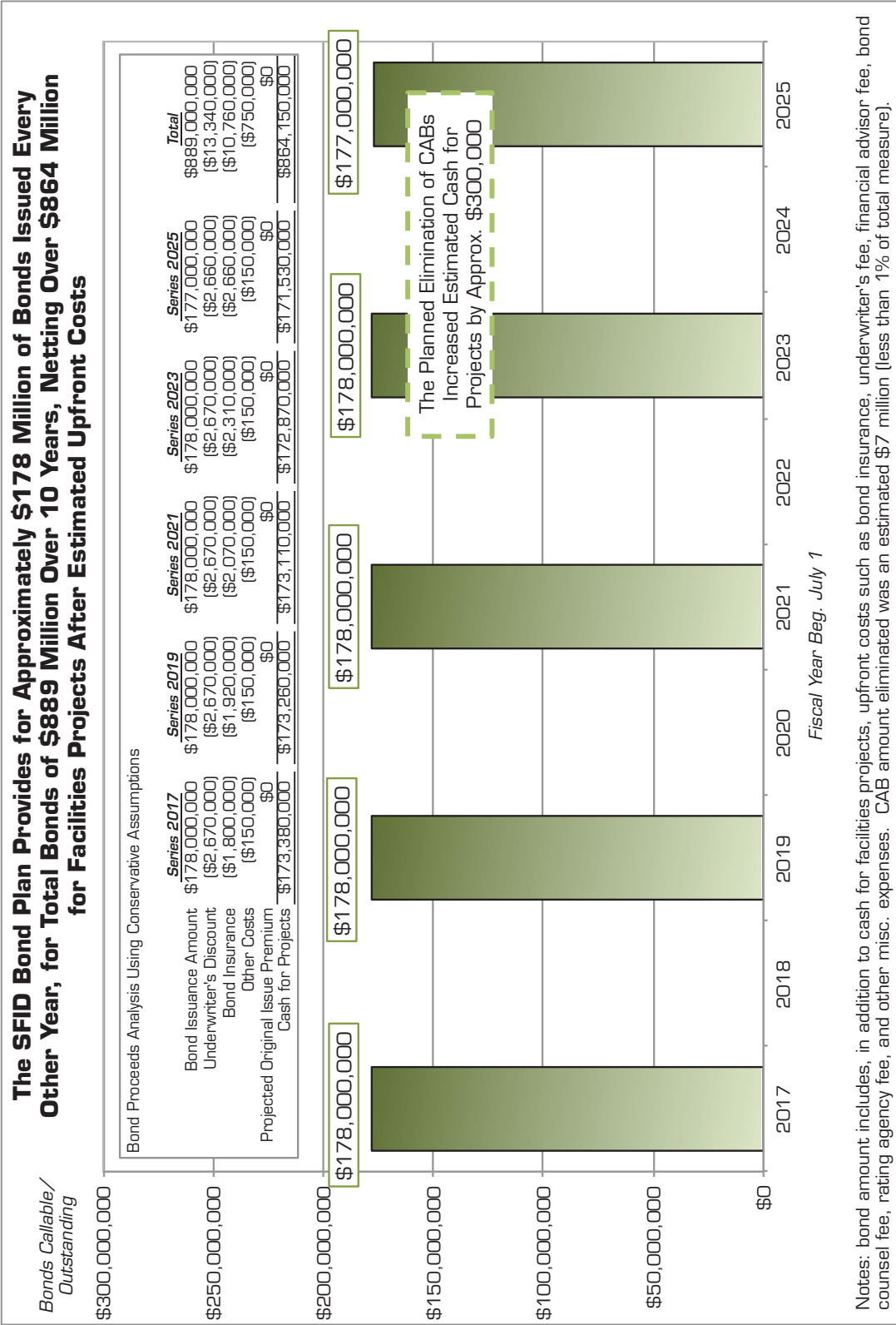
Interest Rates Below Level Planned



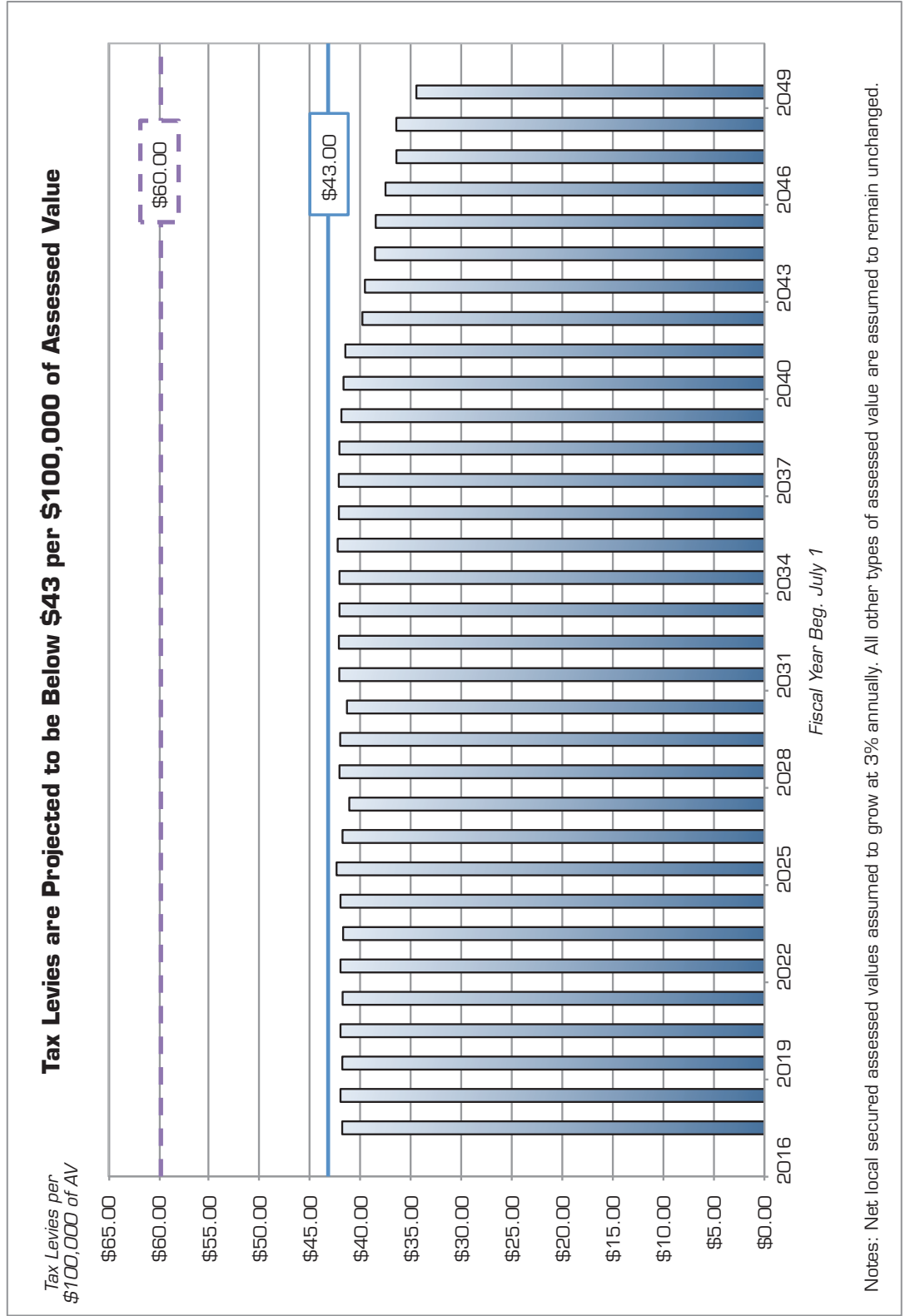
CABs Planned for Elimination



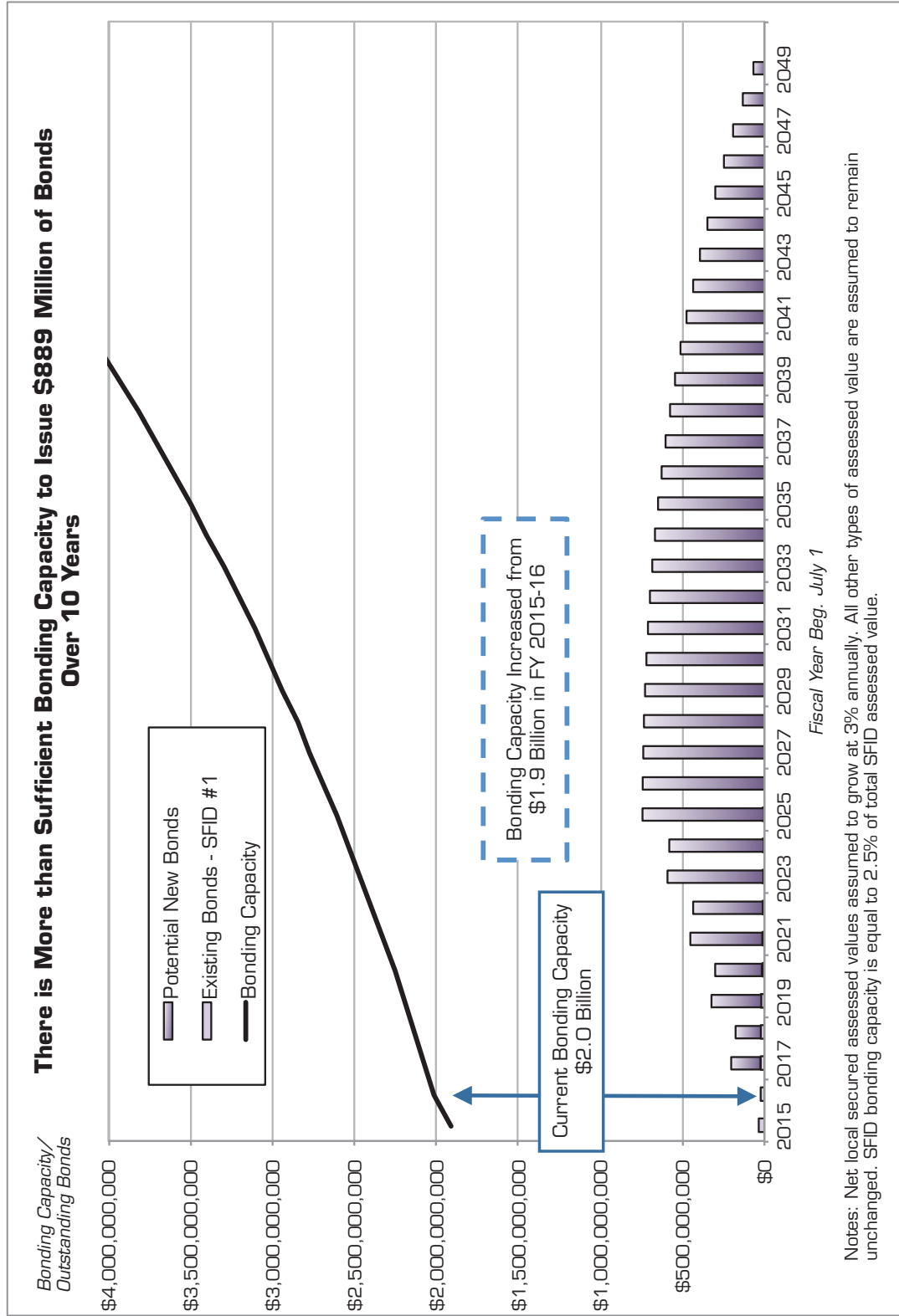
Same Bond Issuance Schedule as Planned



Projected Tax Levies Below Maximum



\$889 Million is Below Bonding Capacity



Questions?





College Readiness Block Grant Plan

Board Presentation
October 26, 2016

EXHIBIT 20

1 of 7

An unwavering Commitment to Student Success

1

268 of 331



Vision:

- An unwavering commitment to student success.

Mission:

- To prepare our students to meet the challenges of a rapidly changing world.

Teaching and Learning

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



Agenda

- CA Department of Education (CDE) Public Hearing and Plan Approval Requirement
- College Readiness Block Grant Overview
- Year 1-3 Plan
- Next Steps



Overview

- Goal: support to increase number of unduplicated students who enroll in institutions of higher education and complete an undergraduate degree within four years
- State apportionment based on 2015-2016 unduplicated students in grades 9-12
- \$467,371 to be expended by June 30, 2019
- Plan to enhance college readiness, access and matriculation to higher education in alignment with LCAP



Plan

Actions*	Year 1 (16-17)	Year 2 (17-18)	Year 3 (18-19)	Measuring the Impact
Bilingual College and Career Counselor	Hire mid-year \$50,000	\$100,000	\$100,000	<ul style="list-style-type: none"> Number of parents attending parent education presentations (MS & HS) Number of student college guidance sessions
Advanced Placement and International Baccalaureate Test Fee Reimbursement	\$80,000	Move to LCFF Supplemental in LCAP	Move to LCFF Supplemental in LCAP	<ul style="list-style-type: none"> For unduplicated students: <ul style="list-style-type: none"> AP/IB enrollment AP/IB tests taken AP/IB tests passed
College Planning, Application Support, Essay Development, and Test Preparation	\$20,000	\$35,000	\$35,000	<ul style="list-style-type: none"> Number of participants PSAT participants SAT/ACT average scores for unduplicated students Senior Survey National Clearinghouse college persistence
College Guidance Materials/Supplies	\$15,260	\$7,500	\$7,500	<ul style="list-style-type: none"> Student, parent, and staff resource library of college guidance materials

*All actions are aligned to the LCAP Goal 1 (WIG 1) Increase post-secondary options.



Next Steps

- November 16 - Board meeting for approval
- December 19- Parent and Student Meeting for College Guidance program
- Jan. 1 – Plan submitted to CA Dept. of Ed.
- April 1-May 20 - 6-week Saturday sessions for test preparation



Questions & Comments

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-44

RESOLUTION OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT TO AUTHORIZE CONVEYANCE OF AN EASEMENT TO THE MOULTON NIGUEL WATER DISTRICT FOR PURPOSES OF CONSTRUCTING AND OPERATING CERTAIN WATER, RECLAIMED WATER, AND SEWER FACILITIES AT ALISO VIEJO TRANSPORTATION NORTH YARD

WHEREAS, the Moulton Niguel Water District (MNWD) requires an easement from the Capistrano Unified School District (District) for purposes of new connecting water, reclaimed water, and sewer facilities (Water Facilities) to an existing water line maintained by MNWD; and

WHEREAS, the District owns certain real property located at or about 2B Liberty in the City of Aliso Viejo, identified as Orange County Assessor Parcel No. 632-133-03 (District Property), on which the District operates its Aliso Viejo Transportation North Yard; and

WHEREAS, MNWD requires an easement from the District to permit the physical installation and connection of two fire hydrants to an existing MNWD water line along the District's driveway to the bus yard, which will provide added fire protection services to the District and new development at 4 Liberty in the City of Aliso Viejo, California (4 Liberty); and

WHEREAS, the easement sought by MNWD is attached hereto as Exhibit 1, and is incorporated herein by this reference (MNWD Easement); and

WHEREAS, the specific location of the MNWD Easement is described in Exhibit A and depicted in Exhibit B to Exhibit 1; and

WHEREAS, the MNWD Easement is located in an area that will not interfere with the District's operation of its transportation facilities on the District Property, or otherwise negatively impact school operation; and

WHEREAS, Education Code § 17556 *et seq.* provides the authority for the District to convey easements after first adopting a resolution declaring such an intent and holding a public hearing to consider such a conveyance; and

WHEREAS, pursuant to Education Code § 17557, the District's Board of Trustees (Board) adopted Resolution No. 1617-43 (Resolution of Intent) on October 12, 2016, declaring its intention to consider the conveyance of the MNWD Easement to MNWD, and establishing October 26, 2016, at 7:00 p.m., or as soon thereafter as reasonably possible, as the time for the Board to conduct a public hearing at its regular meeting to be held at the District Board Room, located at 33122 Valle Road, San Juan Capistrano, California 92675, to receive public comments with respect to the proposed conveyance of the MNWD Easement to MNWD; and

WHEREAS, the District provided notice of the public hearing, as required by Education Code § 17558, by posting a copy of the Resolution of Intent in three public places within the District no later than October 16, 2016, and publishing notice of the hearing in the *Orange County Register* no later than October 21, 2016; and

WHEREAS, the Board conducted a public hearing on October 26, 2016, and considered all comments received, if any; and

WHEREAS, as authorized by Education Code § 17559, the Board may now consider and adopt a resolution to authorize the conveyance of the proposed MNWD Easement to MNWD, unless the Board receives a written protest signed by at least 10 percent of the qualified electors within the District; and

WHEREAS, the Board has not received a petition, signed by any qualified electors objecting to the conveyance of the MNWD Easement; and

WHEREAS, the Board desires to convey the MNWD Easement to MNWD in a manner substantially similar to that set forth in Exhibit 1, subject to the terms and conditions set forth therein.

NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. At the public hearing held in accordance with Education Code §§ 17557 and 17559, the Board provided an opportunity for public comment on the question of whether the District should convey the MNWD Easement, and the Board has considered any and all comments made or received at such time.

Section 3. The Board hereby authorizes the conveyance of the MNWD Easement to MNWD, in the manner and form set forth in Exhibit 1. The Board hereby authorizes the President of the Board or the Superintendent to execute and deliver the MNWD Easement to MNWD.

Section 4. The Board hereby authorizes the Superintendent, or the Superintendent's designee, to take such additional action or execute such additional documentation as may be reasonably required to effectuate the intent of this Resolution, including, but not limited to, the delivery of the executed deeds to the appropriate entities.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on October 26, 2016, by the following vote:

AYES	()
NOES	()
ABSTAIN	()
ABSENT	()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on October 26, 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

EXHIBIT 1
MNWD EASEMENT

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Mr. Marc Serna, P.E.
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

NO CONSIDERATION

EASEMENT GRANT TO
MOULTON NIGUEL WATER DISTRICT
OF EASEMENT FOR WATER, RECLAIMED WATER
AND SEWER FACILITIES

Exempt Govt.
Code Sec. 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district, ("Grantor") hereby grants and conveys to MOULTON NIGUEL WATER DISTRICT and its successors and assigns (collectively, "Grantee") a perpetual non-exclusive easement and right-of-way for subsurface sewer, water, and reclaimed water pipelines, and valves, meters, manholes, and other appurtenant facilities which may be above-ground in whole or in part, for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use water, reclaimed water or sewer pipeline or pipelines together with incidental appurtenances, connections, and structures in, over, under, upon, along, through and across the real property hereinafter described together with ingress and egress thereon, and the right to enter upon and to pass and re-pass over and along said real property (collectively the "Authorized Activities").

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Orange, State of California, described in Exhibit "A" and depicted in Exhibit "B" (the "Easement Area") both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area to conduct the Authorized Activities. Such easements shall run for the benefit of Grantee, its officers, agents and employees and persons under contract with Grantee.

It is understood and agreed that the easements and rights-of-way acquired herein are acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement Area to the extent that such use is compatible with the full and free exercise of said easement and rights-of-way by the Grantee, and subject to other specific conditions on Grantor's use as set forth hereinafter in this Grant of Easement. Grantor agrees that none of the following items (i) through (iv)

shall be constructed, installed or planted upon, over, and along the Easement Area without first obtaining the prior written consent of Grantee, and Grantee agrees that it will not unreasonably withhold or delay such consent: (i) alleys, fences, block walls, or other structures; (ii) streets, roadways or hardscape, including backfill, concrete, curbs, and gutters, planters, islands and median structures that would unreasonably interfere with the ability of Grantor to perform any of the Authorized Activities; (iii) trees; or, (iv) shrubs or plantings that would unreasonably interfere with the ability of Grantee to perform any of the Authorized Activities. In the event prohibited structures, improvements or landscape are constructed, installed or planted within the Easement Area without the required advanced written consent, Grantee may require Grantor to remove same and, if Grantor does not comply, Grantee may cause removal and charge costs back to Grantor.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground in the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities in the Easement Area without first obtaining the prior written consent of Grantee, which consent and authorization shall require full payment or reimbursement to Grantee of all costs of adjusting Grantee's pipelines or facilities made necessary by any such removal. Grantee agrees that it will not unreasonably withhold or delay such consent.

It is understood and agreed that Grantee shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, or other plantings or structures or improvements situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area in connection with the Authorized Activities; provided, Grantee agrees that Grantee shall promptly complete the repair and/or replacement of the roadways, streets, backfill, curbs, gutters and other roadway appurtenances that are damaged by Grantee as a result of the Authorized Activities.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantor covenants and agrees for itself and its successors and assigns that if Grantor, or its successors and assigns, requests any future relocation of the water, reclaimed water or sewer pipeline or pipelines and incidental facilities described herein, and if Grantee in its discretion consents in writing to such request for relocation, the cost of said relocation shall be at the sole expense of Grantor or its successors and assigns and that Grantee shall have no responsibility for such costs. In the event that Grantee consents to any such relocation, Grantor shall be required to furnish to Grantee a good and sufficient permanent grant of easement for the new alignment/location agreeable to both Grantor and Grantee, which grant of easement shall be in a form substantially similar to this Grant of Easement.

The Grantor represents and warrants to Grantee that Grantor is the owner in fee title of the herein described property, and has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Grant of Easement and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 20____.

Grantor: CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____
Clark Hampton, Deputy Superintendent,
Business and Support Services

PLEASE NOTARIZE ALL SIGNATURES

CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by Deed of Grant of Easement dated _____, 20____, from the CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district, to the MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and the MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 20_____.

(Director of Engineering and Operations)
MOULTON NIGUEL WATER DISTRICT and of the
Board of Directors hereof

EXHIBIT A

PARCEL A

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 11°26'41" EAST 37.11 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 78°33'19" EAST 57.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 78°33'19" EAST 20.00 FEET; THENCE SOUTH 11°12'40" WEST 20.52 FEET; THENCE NORTH 78°47'20" WEST 20.00 FEET; THENCE NORTH 11°12'40" EAST 20.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRE MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 11°26'41" EAST 37.11 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 78°33'19" EAST 102.00 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1014.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°53'26" AN ARC DISTANCE OF 157.34 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1016.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°36'09" AN ARC DISTANCE OF 99.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°07'41" AN ARC DISTANCE OF 20.00 FEET; THENCE SOUTH 15°08'22" WEST 20.41 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 2015-100, FILED FOR RECORD IN BOOK 385 OF PARCEL MAPS AT PAGES 22 THROUGH 24; THENCE ALONG SAID NORTHERLY LINE NORTH 77°30'00" WEST 20.02 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 15°08'22" EAST 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRE MORE OR LESS.

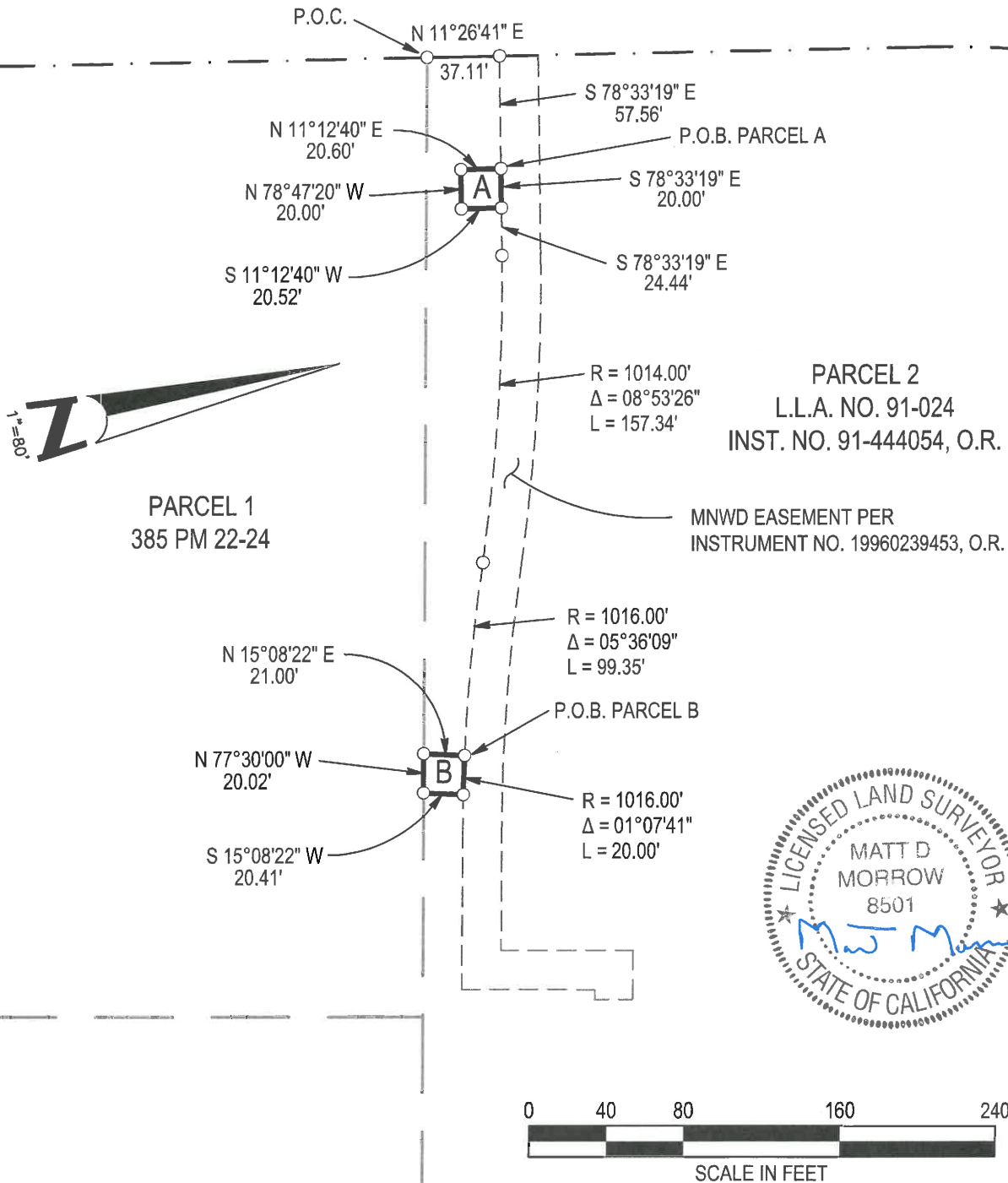


1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124
matt@morrrowsurveying.com

site: LIBERTY, ALISO VIEJO
date: JULY, 2016
scale: 1"=80'
drawing: 4175-139

EXHIBIT B

LIBERTY



1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124
matt@morrrowsurveying.com

site: LIBERTY, ALISO VIEJO
date: JULY, 2016
scale: 1" = 80'
drawing: 4175-139

CHARTER SCHOOLS OVERSIGHT**Requirements for Charter Schools**

The Board of Trustees shall ensure that any charter granted by the Board contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to fiscal accountability systems as well as multiple measures for evaluating the educational program. Charter schools are exempt from provisions of the Education Code unless they are expressly included in the law. However, charter schools are subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements including, but not limited to, requirements that each charter school:

1. Comply with the state and federal constitution and applicable state and federal laws.
2. Comply with state laws that apply to governmental agencies in general, ~~such as the Brown Act requirements in Government Code sections 54950-54963.~~
3. Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)
4. Not discriminate against any student on the basis of the characteristics listed in Education Code section 220. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)
5. Not charge tuition. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)
6. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools.
7. Adhere to all laws establishing the minimum age for public school attendance. (Ed. ~~ucation~~ Code, § 47610, subd. (c).)
8. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in California Code of Regulations, title 5, section ~~CCR~~ 11965, subdivision (h). (Ed. ~~ucation~~ Code, § 47612, subd. (b).)
9. Serve students with disabilities in the same manner as such students are served in other public schools. (Ed. ~~ucation~~ Code, §§ 47646, 56145.)
10. Admit all students who wish to attend the school, according to the following criteria and procedures:

CHARTER SCHOOL OVERSIGHT (continued)

- a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it ~~may~~ shall also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Ed. ~~ucation~~ Code, § 47605.3.)
- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the District, except as provided for in Education Code section 47614.5. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(2)(B).)
- c. Other admissions preferences may be permitted by the chartering District on an individual school basis and only if consistent with the law. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(2)(B).)
11. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code section 47605, subdivision (d). (Ed. ~~ucation~~ Code, § 48850; 42 U.S.C. § 11431-11435.)
12. If the school participates as a member of a special education local plan area (SELPA), it must comply with the requirements of Education Code sections 48850-48859 regarding the enrollment and placement of foster youth. (Ed. ~~ucation~~ Code, §§ 48853.5, 48859, 56195.1.)
13. If the school offers a kindergarten program: (~~Education Code 48000~~)
 - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2 if they are receiving state funding for TK students. (Ed. Code, § 48000, subd. (c), (d).)
 - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Ed. ~~ucation~~ Code 48000 by August 1, 2020. (Ed. Code, § 48000, subd. (g).)

CHARTER SCHOOL OVERSIGHT (continued)

14. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. It is up to the individual charter school to determine whether to require credentials for teachers teaching non-core and non-college preparatory classes. (Education Code, § 47605, subd. (l).)
15. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the State Board of Education (SBE) through the 2015-16 school year. The school will not be required to comply with these requirements beginning in the 2016-17 school year. (20 USC 6319; 34 CFR 300.18).
16. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment. (Education Code, § 44691.)
17. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law. (Education Code, § 44830.1, 45122.1.)
18. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending, not later than 30 days after the change in employment status. (Education Code, § 44030.5.)
19. Meet the requirements of Education Code section 47611 regarding the State Teachers' Retirement System. (Education Code, § 47610, subd. (a).)
20. Meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment. (Education Code, § 47611.5.)
21. If the school receives Title I funds, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds through the 2015-16 school year. (20 USC 6319). The school will not be required to comply with these requirements beginning in the 2016-17 school year.
22. Meet all statewide standards and conduct the student assessments required by Education Code sections 60605 and 60851 and any other statewide standards or assessments applicable to noncharter public schools. (Education Code, §§ 47605, 47612.5.)

CHARTER SCHOOL OVERSIGHT (continued)

23. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school. (Ed. ~~ucation~~ Code, § ~~46201.2~~, 47612.5.)
24. If the school provides independent study, meet the requirements of Education Code sections 51745-51749.63, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code section 51745, subdivision (e). (Education Code 47612.5, 51747.3; Cal. Code Regs., tit. 5, § ~~CCR-11705~~.)
25. Identify and report to the State Superintendent of Public Instruction (~~SPI~~) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education. (Ed. ~~ucation~~ Code, §§ 47612.5, 47634.2; Cal. Code Regs., tit. 5, § ~~CCR-11963.2~~.)
26. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. (Ed. ~~ucation~~ Code, § 221.9.)
27. If the school offers an athletic program, annually provide an information sheet about concussion and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Ed. ~~ucation~~ Code, § 49475.)
28. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs. (Ed. ~~ucation~~ Code, § 47605, subd. (c)(2).)
29. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. ~~ucation~~ Code, §§ 48907, 48950.)
30. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection. (Ed. ~~ucation~~ Code, § 47612.5, subd. (a)(2).)

CHARTER SCHOOL OVERSIGHT (continued)

31. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school District of the student's last known address within 30 days and, upon request, provide that District with a copy of the student's cumulative record, including a transcript of grades or report card, and health information. (Ed. ~~ucation~~ Code, § 47605, (d)(3).)
32. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission on a standardized form each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days. (Ed. ~~ucation~~ Code, § 69432.9.)
33. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (~~Education Code 47610, 47610.5~~)
- a. The facility complies with the Field Act pursuant to Education Code sections 17280-17317 and 17365-17374.
- b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
- (Ed. Code, §§ 47610, 47610.5.)
34. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (~~Education Code 49414~~)
- a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device.
- b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive.
- c. Providing defense and indemnification to volunteers for any and all civil liability from such administration.
- (Ed. Code, § 49414.)

CHARTER SCHOOL OVERSIGHT (continued)

35. Promptly respond to all reasonable inquiries from the District, the county office of education, or the State Superintendent of Public Instruction **SPI**, including, but not limited to, inquiries regarding the school's financial records. (Ed. ~~ucation~~ Code, § 47604.3.)
36. Annually prepare and submit financial reports to the District's Board of Trustees and the County Superintendent of Schools in accordance with the following reporting cycle:
- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code section 47605, subdivision (g) will satisfy this requirement. (Ed. ~~ucation~~ Code, § 47604.33, subd. (a)(1).)
 - b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the SBE template in accordance with Education Code 47606.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Ed. ~~ucation~~ Code, §§ 47604.33, subd. (a)(2); 47606.5, subd. (a)(1), (2).)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Ed. ~~ucation~~ Code, § 47606.5, (c)-(e).)
 - c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Ed. ~~ucation~~ Code, § 47604.33, subd. (a)(3).)
 - d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Ed. ~~ucation~~ Code, § 47604.33, subd. (a)(4).)
 - e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Ed. ~~ucation~~ Code, §§ 42100; 47604.33, subd. (a)(5).)

CHARTER SCHOOL OVERSIGHT (continued)

- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the District's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code, § 47605, subd. (m).)

Staff Charter Review Team~~Advisory Committee~~

At his/her discretion, the Superintendent or designee may establish a staff charter review team~~advisory committee~~ to evaluate the completeness of a petition or the merits of a proposed educational program and to identify any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

(cf. 2230 - Representative and Deliberative Groups)

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the District. A charter school may propose to operate at multiple sites within the District as long as each location is identified in the petition. (Education Code, §§ 47605, subd. (a)(1), 47605.1.)

A charter school that is unable to locate within the District's jurisdictional boundaries may establish one site outside District boundaries but within the county, provided that the following three conditions are met: (Education Code 47605, 47605.1)

1. The District is notified prior to approval of the petition. (Ed. Code, § 47605, subd. (a)(5).)
2. The County Superintendent of Schools and State Superintendent of Public Instruction~~SPISuperintendent of Public Instruction~~ are notified before the charter school begins operations. (Ed. Code, § 47605, subd. (a)(5).)
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project. (Ed. Code, § 47605, subd. (a)(5)(A), (B).)

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

CHARTER SCHOOL OVERSIGHT (continued)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school. (Ed. Code, § 47605.1, subd. (c)(1).)
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized. (Ed. Code, § 47605.1, subd. (c)(2).)

The Board of Trustees recognizes its ongoing responsibility to ensure that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)
(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact for each charter school. (Ed. Code, § 47604.32, subd. (a).)

The Board and Superintendent or designee may inspect or observe any part of the charter school at any time. The Superintendent or designee shall visit each charter school at least annually. The Superintendent or designee will regularly collect and review all charter school board meeting agendas and minutes. (Ed. Code, §§ 47604.32, subd. (b); 47607, subd. (a)(1).)

Each year the Superintendent or designee will attend a minimum of one board meeting per District authorized charter school, in addition to the regular review of board meeting agendas and minutes.

~~Whenever a charter school operates as or is operated by a nonprofit public benefit corporation as authorized by Education Code 47604, the Superintendent shall recommend and the Board shall appoint a District representative, who may be the District's charter school contact, on the corporation's board of directors. (Ed. Code, § 47604, subd. (b).)~~

Waivers

If the charter school wishes to request a general waiver of any state law or regulation, it shall request that the District submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall apply for the waiver.

(cf. 1431 - Waivers)

Provision of District Services

CHARTER SCHOOL OVERSIGHT (continued)

The charter school may purchase administrative or other services from the District or any other source. (Ed.uation Code, § 47613.)

Whenever the District agrees to provide administrative or support services, the District and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the District and charter school.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the District as a condition for creating and submitting these reports. (Ed.uation Code, § 47611.3.)

Material Revisions to Charter

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Ed.uation Code § 47607, subd. (a)(1), (2).)

If an approved charter school proposes to expand operations to one or more additional sites within the District's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Ed.uation Code, § 47605, subd. (a)(4).)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision.

Monitoring Charter School Performance

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code section 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and shall include, at a minimum, a consideration of the accountability measures

CHARTER SCHOOL OVERSIGHT (continued)

established by the State in accordance with the Every Student Succeeds Act of 2015 (ESSA), once they are in place. ~~whether the school is meeting its Academic Performance Index growth targets established pursuant to Education Code 52052 and is making "adequate yearly progress" (AYP) pursuant to 20 USC 6311, as applicable~~ These accountability measures must take effect at the beginning of the 2017-18 school year and may include charter school students' proficiency on state annual assessments, progress made by English language learners and high school graduation rates (where applicable), as well as other reliable indicators of school quality and success. (20 U.S.C. § 6311.)

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget; an annual update, aligned to the template adopted by the SBE, of school goals, actions, and related expenditures; first and second interim financial reports; and final unaudited report for the full prior year. (Ed. ~~ucation~~ Code, §§ 47604.32, subd. (d); 47604.33; 47606.5.)

The District may charge up to one percent of a charter school's revenue for the actual costs of supervisory oversight of the school. However, if the District is able to provide substantially rent-free facilities to the charter school, the District may charge actual costs of supervisory oversight up to three percent of the charter school's revenue. (Ed. ~~ucation~~ Code, § 47613.)

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

If a charter school was identified by the State during the 2015-16 school year as being in need of improvement, corrective action or restructuring, the charter school must continue to implement the same interventions in the 2016-17 school year and until such time as the State has a new Title I plan approved or the accountability provisions mentioned above go into effect. ~~If a charter school receiving federal Title I funding fails to make AYP, as defined pursuant to 20 USC 6311, for two or more consecutive years, the school shall be identified for program improvement and shall implement improvement strategies in accordance with 20 USC 6316.~~

(cf. 0520.2 - Title I Program Improvement Schools)

If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more student subgroups identified in Education Code 52052, or for all of the student subgroups if the school has fewer than three, in regard to one or more state or school priorities identified in the charter, the District: ~~(Education Code 47607.3)~~

1. Shall provide technical assistance to the charter school using an evaluation rubric adopted by the SBE pursuant to Education Code section 52064.5.

CHARTER SCHOOL OVERSIGHT (continued)

2. May request that the ~~Superintendent of Public Instruction (SPI)~~, with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code section 52074.

(Ed. Code, § 47607.3, subd. (a)(1), (2).)

In accordance with law, the Board may deny a charter's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regards to the academic achievement of all numerically significant subgroups of students served by the charter school.

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

Complaints

Each charter school shall maintain processes to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in California Code of Regulations, title 5, sections ~~CCR~~ 4600-4687, alleging the school's noncompliance with Education Code sections 47606.5 or 47607.3. (Ed.~~ucation~~ Code, § 52075.)

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Ed.~~ucation~~ Code, § 52075, subd. (c).)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Ed.~~ucation~~ Code, § 52075, subd. (d).)

School Closure

In the event that the Board revokes or denies renewal of a charter or the school closes for any other reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days, if the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Ed.~~ucation~~ Code, § 47604.32, subd. (e)(3); Cal. Code Regs., tit. 5, § ~~CCR~~ 11962.1.)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

221.9 Sex equity in competitive athletics

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

35330 Field trips and excursions; student fees

38080-38086 School meals

42100 Annual statement of receipts and expenditures

44030.5 Reporting change in employment status due to alleged misconduct

44237 Criminal record summary

44691 Training in child abuse and neglect reporting

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47634.2 Nonclassroom-based instruction

47640-47647 Special education funding for charter schools

48000 Minimum age of admission for kindergarten; transitional kindergarten

48010-48011 Minimum age of admission (first grade)

48850-48859 Educational placement of foster youth and homeless students

48907 Students' exercise of free expression; rules and regulations

48950 Student speech and other communication

49011 Student fees

49061 Student records

49110 Authority of issue work permits

49414 Emergency epinephrine auto-injectors

49475 Health and safety, concussions and head injuries

51745-51749.3 Independent study

52051.5-52052 Academic performance index, applicability to charter schools

52060-52077 Local control and accountability plans

52075 Uniform complaint procedures

56026 Special education

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

60850-60859 High school exit examination

69432.9 Cal Grant program; submitting grade point average of students in grade 12

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

CHARTER SCHOOL OVERSIGHT (continued)

3540-3549.3 Educational Employment Relations Act

54950-54963 The Ralph M. Brown Act

LABOR CODE

1198.5 Personnel records related to performance and grievance

PENAL CODE

667.5 Definition of violent felony

1192.7 Definition of serious felony

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

11700.1-11705 Independent study

11960-11969 Charter schools

CODE OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code

UNITED STATES CODE, TITLE 20

6311 Adequate yearly progress

6319 Qualifications of teachers and paraprofessionals

7223-7225 Charter schools

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 Accountability

300.18 Highly qualified special education teachers

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS

Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 11-01, November 9, 2011

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program: Title V, Part B of the ESEA, April 2011

The Impact of the New Title I Requirements on Charter Schools, July 2004

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/es>

CHARTER SCHOOL OVERSIGHT (continued)

~~*National Association of Charter School Authorizers: <http://www.qualitycharters.org>*~~
~~*U.S. Department of Education: <http://www.ed.gov>*~~

Policy

adopted: March 8, 1999

revised: ~~August 14, 2006~~June, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CONFLICT OF INTEREST**Actions on Contracts**

~~Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code §1090)~~

- ~~1. The District shall not be a party to any contract in which a member of the Board of Trustees or a designated employee has a financial interest, except as set forth in #5 below.~~
- ~~2. The District shall not contract for services with any immediate family member of a member of the Board or with any business entity in which any family member of a member of the Board is a director, officer, trustee, or partner except as specifically provided for in this policy. The District shall not contract for services with any immediate family member of a designated employee if that employee supervises, manages, approves work or pay requests, or participates in decisions regarding that contract. As used in this policy, the term "immediate family member" shall mean a spouse, adult child, parent or sibling of the Board member or designated employee, or a person with whom the member of the Board or designated employee cohabitates. For purposes of this policy, the term "cohabitates" is defined as two legally unrelated individuals who share a household.~~
- ~~3. No officer or employee of the District shall enter into a contract on behalf of the District if such officer or employee has a financial interest in such contract.~~
- ~~4. Any contract entered into in knowing violation of this policy shall be void.~~

~~Every contract made in violation of any of the provisions of Government Code §1090 or this policy, whether knowing or not, may be avoided at the instance of any party except the interested party. No such contract may be avoided because of the interest of an officer therein unless the contract is made in the official capacity of such officer, or by the Board. (Government Code §1092). No contract for real property may be avoided under this provision in derogation of the interest of a good faith lessee, purchaser, or encumbrancer where that person paid value and acquired the interest actual knowledge of a violation of any of the provisions of Government Code §1090 or this policy. (Government Code §1092.5)~~

CONFLICT OF INTEREST (continued)**Remote Interests**

5. ~~The District may enter into a contract in which a member of the Board or designated employee has a “remote financial interest only” if (a) the Board member discloses such remote interest to the Board on the official record, and (b) the vote of the Board member, if not disallowed, is not the deciding favorable vote upon the contract, and the Board member does not participate in the making of or in any way attempt to use his or her official position to influence the Board’s decision.~~

For purposes of this policy, a “remote financial interest” is any interest defined as remote within Government Code §1091, including, but not limited to, the following:

- a. ~~With some exceptions, service as an officer or employee of a nonprofit entity exempt from taxation under §501(c)(3) or 501(c)(5) of the Internal Revenue Code of 1986, as amended or the member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.~~
- b. ~~That of an employee or agent of the contracting party, if all of the following conditions are met: (i) the agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000; (ii) the contract is competitively bid and is not for personal services; (iii) the employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party; (iv) the contracting party has ten or more other employees; (v) the employee or agent did not directly participate in formulating the bid of the contracting party; (vi) the contracting party is the lowest responsible bidder.~~
- c. ~~That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of ten percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.~~
- d. ~~That of a family member of a Board member holding any position of management in any business entity which seeks to conduct business or enter into a contract with the District.~~

CONFLICT OF INTEREST (continued)

- e. ~~A parent/guardian's interest in the personal services earnings of a minor child (i.e., minor children of the Board member or designated employee may be employed by the District provided that the minor's parent/guardian who is a Board member or designated employee does not cast the deciding vote approving employment).~~
- f. ~~Status as a landlord or a tenant of a contracting party.~~
- g. ~~Employment by or services to the contracting party as an attorney, or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent or broker, real estate agent or broker, if no direct remuneration, consideration or commission accrues to the interested party as a result of the contract and if these individuals have an ownership interest of ten percent or more in the law practice or law, stock brokerage, insurance or real estate firm.~~
- h. ~~That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the interested party for at least five years prior to his or her election or appointment to office.~~
- i. ~~That of a person subject to the provisions of Government Code §1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.~~
- j. ~~Except as provided in #6, that of a director or a person having an ownership interest of ten percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.~~
- k. ~~That of an engineer, or architect employed by a consulting, engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.~~
- l. ~~That of an elected officer otherwise subject to Government Code §1090, in any housing assistance payment contract entered into pursuant to §8 of the United States Housing Act of 1937 (42 U.S.C. §1437F) as amended, provided that the housing assistance payment contract was in existence before §1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than five percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.—~~

CONFLICT OF INTEREST (continued)

- m. ~~That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.~~
- n. ~~That of a person owning less than three percent of the shares of a contracting party that is a for profit corporation.~~
- o. ~~That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply: (i) the agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel; (ii) after a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest; (iii) the interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.~~
- p. ~~In limited circumstances, that of a person who is an officer or employee of an investor owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor owned utility to provide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public~~

~~A party's interest is not considered to be "remote" if the interested party influences or attempts to influence another member of the Board to enter into the contract.~~

~~A willful failure of an interested party to disclose the fact of his or her "remote" interest in a contract pursuant to this policy is punishable as provided in Government Code §1097. That violation does not void the contract unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.~~

~~In any specific situation, reference should be made to the provisions of Government Code §1091.~~

Non-Interests

- 6. ~~For purposes of this policy, a financial interest shall not exist whenever, by definition, it does not exist within the meaning of Government Code §1091.5 including, but not limited to, the following:~~
 - a. ~~Reimbursement of actual and necessary expenses incurred in performance of official duties.~~

CONFLICT OF INTEREST (continued)

- b. ~~The employment of a Board member's spouse by the District if such spouse was employed by the District for at least one year prior to the Board member becoming a member of the Board. {See also #7, "Contracts Involving Relatives"}~~
- c. ~~Ownership of less than a three percent of the shares of a corporation for profit so long as the total annual income from such shares, including the value of the dividends, does not exceed five percent of total annual income and any other payments by the corporation do not exceed five percent of total annual income.~~
- d. ~~Being the recipient of public services provided by the District on the same terms and conditions as if not a member of the Board.~~
- e. ~~That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, or county or city of this state or adjoining state, or a public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of §1091 and this policy.~~
- f. ~~That of a tenant in a public housing authority created pursuant to Part 2 (commencing with §34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with §34100) of Division 24 of the Health and Safety Code.~~
- g. ~~That of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.~~
- h. ~~That of a nonecompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records. (For purposes of this paragraph, an officer is "uncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing duties of his or her office.)~~
- i. ~~That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is~~

CONFLICT OF INTEREST (continued)

~~disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.~~

- ~~j. — That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remunerations, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than ten percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.~~
- ~~k. — That of an officer or employee of or a person having less than a ten percent ownership interest in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor, or creditor.~~
- ~~l. — A Board member or designated employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of officer, director, or employee of a bank of savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor, or creditor.~~

~~In any given situation, specific reference should be made to the provisions of Government Code §1091.5.~~

Contracts Involving Relatives

- ~~7. — Even if there is no prohibited or remote interest, Board members and designated employees shall abstain from voting on, participating in, or influencing personnel matters or contracts that uniquely affect a relative of the Board member or designated employee, or uniquely affects a person that the Board member or designated employee cohabitates with. A Board member or designated employee may, however, vote, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. “Relative” means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code §35107)~~

~~A relationship within the third degree includes the individual’s parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, and aunts and uncles, nieces and nephews, and the similar family of the individual’s spouse unless the individual is widowed or divorced.~~

CONFLICT OF INTEREST (continued)**Rule of Necessity and Legally Required Participation**

8. ~~There may be limited instances where the Board must act on contracts that present a conflict of interest despite the lack of an exemption within #6 or a "remote financial interest" within #5. These instances will occur under the "rule of necessity," essentially stating the Board has a duty to act and is the only entity capable to act in the matter, or if the Board is legally required to participate in the contract. An opinion of legal counsel will be required in these instances.~~

Incompatible Activities

9. ~~Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District. (Government Code §1126)~~

~~Board members shall not simultaneously hold two public offices that are incompatible. (Government Code §1099) Offices are incompatible when any of the following circumstances are present unless simultaneous holding of the particular offices is compelled or expressly authorized by law:~~

- ~~1. Either of the offices may audit, overrule, remove members of, dismiss employees of, or exercise supervisory powers over the other office or body.~~
- ~~2. Based on the powers and jurisdiction of the offices, there is a possibility of a significant clash of duties or loyalties between the offices.~~
- ~~3. Public policy considerations make it improper for one person to hold both offices.~~

CONFLICT OF INTEREST (continued)

Legal Reference:

~~_____ EDUCATION CODE~~
~~_____ I. _____ Qualifications for holding office~~
~~_____ GOVERNMENT CODE~~
~~_____ 1099 Prohibitions applicable to specified officers~~
~~_____ 1126 Incompatible activities~~
~~_____ 81000-91015 Political Reform Act of 1974, especially:~~
~~_____ 82019 Definition of "Designated Employee"~~
~~_____ 82028 Definition of "Gifts"~~
~~_____ 82030 Definition of "Income"~~
~~_____ 82033 Definition of "Interest in real property"~~
~~_____ 82034 Definition of "Investment"~~
~~_____ 87100-87103.5 Conflicts of interest~~
~~_____ 87200-87210 Disclosure~~
~~_____ 87300-87313 Conflict of interest code~~
~~_____ 87500 Statements of economic interests~~
~~_____ 91000-91015 Enforcement~~
~~_____ CODE OF REGULATIONS, TITLE 2~~
~~_____ 18100 et seq. Regulations of the Fair Political Practices Commission~~
~~_____ 69 OPS.CAL.ATTY.GEN. 255 (1986)~~

Bylaw _____ **CAPISTRANO UNIFIED SCHOOL DISTRICT**
Adopted: February 27, 1995 _____ San Juan Capistrano, California
revised: October 18, 2004
revised: July 11, 2006
revised: June 25, 2007
revised: August 13, 2014

CONFLICT OF INTEREST**Board Bylaws**

The Board of Trustees (Board) desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the Capistrano Unified School District (District) and the public. The Board requires it's members, officers, employees, consultants and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. The Board, recognizing that it is entrusted with public resources devoted to the education of its students, has adopted this conflict of interest code. The purpose of this conflict of interest code is to protect the District's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Board member, officer, employee, consultant or volunteer.

The District strives to avoid conflicts of interest to ensure that it continues to operate in accordance with highest standards of public trust. This policy is intended to supplement but not replace any state and federal laws governing conflicts of interest applicable to California public school districts. The Board expects that all of its members, as well as all of the District's officers, employees, consultants and volunteers comport themselves in an ethical manner that exceeds the minimum required under state and federal law. If there is any question or doubt about whether a certain situation or circumstance constituted a conflict of interest, it is the expectation of the Board and the District that staff and legal counsel will be consulted before proceeding with the matter in question.

The Board shall adopt a resolution that specifies the terms of the District's conflict of interest code, the District's designated positions, and the disclosure categories required for each position. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

Upon direction by the code reviewing body, (the Orange County Board of Supervisors) the Board shall review the District's conflict of interest code and submit any changes to the code reviewing body.

When reviewing and preparing the District's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, volunteers and members of the community adequate notice and a fair opportunity to present their views.

When a change in the District's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body (the Orange County Board of Supervisors) within 90 days.

CONFLICT OF INTEREST (continued)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the District's conflict of interest code. A Board member who leaves office or a designated employee who leaves District employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or District employment.

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a District decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. The following factors should be considered in making the determination: (1) the extent to which the Board member or designated employee or his/her source of income is engaged, is engaged, or plans on engaging in business activity in the District's jurisdiction; (2) the market share held by the Board member or designated employee or his/her source of income in the District's jurisdiction; (3) the extent to which the Board member or designated employee or his/her source of income has competition for business in the District's jurisdiction; (4) the scope of the decision in question; and, (5) the extent to which the occurrence of the material financial effect is contingent upon intervening events (not including future governmental decisions by the District). (Title 2 of the California Code of Regulations (CCR) § 18706.)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the District to any course of action, or enters into any contractual agreement on behalf of the District.

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue.

CONFLICT OF INTEREST (continued)**Additional Requirements for Boards that Manage Public Investments**

Under Government Code § 87200, Board members and designated employees of districts in which the Board and Superintendent “manage public investments” must file broader disclosure statement pursuant to statute and Fair Political Practices Commission (FPPC) regulation. According to the FPPC, officials who manage public investments are Boards or designated employees who manage the investment of District surplus or special reserve funds in permitted securities and investments pursuant to Education Code § 41015.

A Board member who manages public investments pursuant to Government Code § 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code § 87100 which precludes public officials from making, participating in making or in any way attempting to use their official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code § 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

CONFLICT OF INTEREST (continued)**Conflict of Interest under Government Code § 1090**

Board members, employees, or District consultants shall not be financially interested in any contract made by the Board on behalf of the District, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member, employee or consultant has such a financial interest, the District is barred from entering into the contract.

Any contract entered into in knowing violation of this policy shall be void. Every contract made in violation of any of the provisions of Government Code § 1090 or this policy, whether knowing or not, may be avoided at the instance of any party except the interested party. In addition, any District official or employee who willfully commits a violation may be subject to criminal sanctions.

A Board member, employee or consultant shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code § 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a District employee for at least one year prior to the Board member's election or appointment.

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code § 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. An example of a remote interest is a Board member who is an officer or employee of a nonprofit corporation or Internal Revenue Code section 501(c)(3) entity because he/she has only a remote interest in the contracts, purchases, and sales of that nonprofit entity. A party's interest is not considered to be "remote" if the interested party influences or attempts to influence another member of the Board to enter into the contract. The affected Board members shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

A willful failure of an interested party to disclose the fact of his/her "remote" interest in a contract pursuant to this policy is punishable as provided in Government Code § 1097 by a fine of not more than one thousand dollars (\$1,000), or by imprisonment in the state prison, and is forever disqualified from holding any office in the State of California. That violation does not void the contract unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.

In any specific situation, reference should be made to the provisions of Government Code §1091.

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which

CONFLICT OF INTEREST (continued)

his/her relative belongs. “Relative” means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code § 35107) The term “degree” means the distance, or number of removes, which separates two persons who are related by consanguinity.

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, great-aunts, great-uncles, nieces, nephews, first cousins and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties. The common law doctrine requires a public officer “to exercise the powers conferred on him with disinterested skill, zeal, and diligence and primarily for the benefit of the public.” Therefore, actual injury is not required. Rather, under the common law doctrine, the District’s Board members, officials, and employees are obligated to discharge their responsibilities with integrity and fidelity. The common law doctrine applies to situations involving a nonfinancial personal interest.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code § 87101 CCR § 18705. An example of this rule is where the Board must contract for essential services with an entity with which there is a conflict because there is no other source to contract with for those essential services.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the District. Offices are incompatible when any of the following circumstances are present unless simultaneous holding of the particular offices is compelled or expressly authorized by law:

1. Either of the offices may audit, overrule, remove members of, dismiss employees of, or exercise supervisory powers over the other office or body.

CONFLICT OF INTEREST (continued)

2. Based on the powers and jurisdiction of the offices, there is a possibility of a significant clash of duties or loyalties between the offices.

3. Public policy considerations make it improper for one person to hold both offices.

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code § 87103, 89503 and CCR §§ 18702.4, 18728, 18730.1, 18940.2.

Currently, a public official has a financial interest in the donor of gifts aggregating \$250 or more in the 12 months prior to the decision in question. However, the \$250 threshold is adjusted on a biennial basis to correspond with the gift limit established in Government Code § 89503. For the years 2015 and 2016 the disqualification threshold is \$460. (CCR § 18940.2) If the gift limit in CCR § 18940.2 is adjusted at any time after the adoption of this Policy, then that new gift limit shall control this Policy. In addition to donors, this section also applies to persons who act as agents or intermediaries in the making of gifts.

Gifts aggregating \$50 or more in a calendar year from a single source generally must be reported. (Government Code § 87207.) Both the source of a gift and any intermediary in the making of a gift must be disclosed. (Government Code §§ 87210, 87313; CCR § 18945.3) The gifts of an individual donor are aggregated with any gift by an entity in which the donor is more than a 50 percent owner. (CCR § 18945.1.) When a gift is made by multiple donors, the group of donors must be generally identified, and any individual donors of \$50 or more must be named. (CCR § 18945.4.)

A gift is anything of value that provides a personal benefit, either tangible or intangible, to a public official for which the donor has not received equal or greater consideration. (Government Code § 82028, subd. (a).) Gifts frequently include money, food, transportation, accommodations, tickets, plaques, flowers and articles for household, office, or recreational use. A gift also includes a rebate or discount in the cost of a product or service, unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. (Government Code, § 82028, subd. (a).) Under specified circumstances, a gift made to an official's spouse or children also may constitute a gift to the official or candidate. (CCR § 18944.)

Generally, the recipient of the benefit has the burden of demonstrating that any consideration paid was of equal or greater value than the benefit received. A gift is received when the recipient takes possession of the gift or exercises some direction or control over it.

CONFLICT OF INTEREST (continued)

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code § 89506.

A gift of travel does not include travel provided by the District for Board members and designated employees.

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code §§ 89501, 89502)

The term honorarium does not include:

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

Legal Reference:EDUCATION CODE

I. Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of "Designated Employee"

82028 Definition of "Gifts"

82030 Definition of "Income"

82033 Definition of "Interest in real property"

82034 Definition of "Investment"

CONFLICT OF INTEREST (continued)

Legal Reference continued

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

CODE OF REGULATIONS, TITLE 2

18110 et seq. Regulations of the Fair Political Practices Commission

COURT DECISIONS:

Sweetwater Union High School District v. Gilbane Building Company et al. (2016) 245 Cal.App.4th 19

Davis v. Fresno Unified School District, et al. (2015) 237 Cal.App.4th 261

Los Angeles Memorial Coliseum Commission v. Insomniac, Inc. (2015) 233 Cal.App.4th 803

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

Clark v. City of Hermosa Beach (1996) 48 Cal.App.4th 1152

Reagh v. Kelley (1970) 10 Cal.App.3d 1082

Terry v. Bender (1956) 143 Cal.App.2d 198

Noble v. City of Palo Alto (1928) 89 Cal.App.47

ATTORNEY GENERAL OPINIONS:

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Bylaw

Adopted: February 27, 1995

revised: October 18, 2004

revised: July 11, 2006

revised: June 25, 2007

revised: August 13, 2014

revised: September 28, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CONFLICT OF INTEREST CODE

Adoption

The Political Reform Act (Government Code §§81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (title 2 of the California Code of Regulations (CCR) § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. The District's conflict of interest code shall be comprised of the terms of ~~title 2 of the California Code of Regulations~~ (CCR) § 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with Attachments A and B, which specify designated positions and the specific types of disclosure statements required for each position.

The definitions contained in the Political Reform Act of 1974 (Government Code § 81000 et seq.), regulations of the Fair Political Practices Commission (~~2~~-CCR §§18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code. (~~2~~-CCR § 18730)

Upon direction by the code reviewing body (Orange County Board of Supervisors), the Board shall review the District's Conflict of Interest code in even-numbered years. If no change is required, the District shall submit by October 1, a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the District shall submit an amended code to the code reviewing body. (Government Code § 87306.5)

When a change in the District's Conflict of Interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code § 87306)

When reviewing and preparing conflict of interest codes, the District shall provide officers, employees, consultants, and members of the community with adequate notice and a fair opportunity to present their views. (Government Code § 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code ~~section~~ § 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (~~2~~ CCR §§ 18700 et seq.)

Statements of economic interest submitted to the District by designated employees in accordance with this Conflict of Interest Board Bylaw shall be available for public inspection and reproduction. (Government Code § 81008)

CONFLICT OF INTEREST CODE

(continued)

Designated Employees

Government Code §§ 87200 et seq. provides that all District officers and employees who foreseeably may materially affect private economic interests through the exercise of their public duties, must disclose such interests. Virtually all District officers and employees at every level are potentially covered. These disclosure requirements also encompasses non-employees who are “consultants” because they perform certain duties much like employees. (2-CCR § 18700.3 (a).) Some persons are required to file disclosure statements because of the positions they hold and others are required to file because of their job duties and/or based upon their power to affect financial interests through their official position.

District officers and employees disclose their private economic interests in a document entitled “Statement of Economic Interests” or the “Form 700.” The Form 700 shall be filed with the District (1) within 30 days of assuming office, (2) annually thereafter, and (3) within 30 days after leaving office. Each individual’s Form 700 shall remain on file at the District’s administrative office. The Form 700 must be made available, upon request, for inspection by any member of the public.

Employees of this District, including members of the Board, who hold positions which involve the making, or participation in the making, of decisions which may foreseeably have a material effect on any financial interest shall be designated employees, Attachments A and B.

ATTACHMENT A Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interest in all categories defined in Attachment B.

Board of Trustees
 Superintendent
 Deputy Superintendent
Associate Superintendents
 Assistant Superintendents
 Chief Communications Officer
 Director, Construction
Chief Facilities Officer
Chief Technology Officer
Executive Directors/Directors – Contracts and Purchasing
Executive Directors/Directors – Facilities Planning
 Principals
 Consultants^{*1}

¹Consultants shall be included in the list of designated employees and must disclose financial interests in Category 2 and 3 of Attachment B

- II. Persons occupying the following positions are designated employees and must disclose financial interests in Category 2 and 3 of Attachment B.

Activity Directors
 Assistant Principals
 Athletic Directors
~~Head Coaches~~
~~Assistant Coaches~~
~~ASB Advisors*~~
~~Field Trip Advisors*~~
~~Cheer Advisors*~~
~~Chief Financial Officer~~
 Executive Directors
 Directors
~~Resolution Specialists~~
~~Managers~~
 Supervisors
~~Coordinators~~

The District may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a

statement of the extent of disclosure is a public record and shall be retained for public inspection by the Filing Officer.

~~* As designated by the school site principal~~

~~* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the any limitation indicated in writing.~~

ATTACHMENT B

Disclosure Categories

Category 1

1. An interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in all property, if the fair market value of the interest is greater than \$2,000.

(Interests in real property of an individual include a business entity's share of interest in real property of a business entity or trust in which the designated employee or his/her spouse owns, directly, indirectly or beneficially, a ten percent ~~%~~ interest, or greater.)

2. Investments in or income from business entities which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design with the District.
3. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the District.
4. Investments in or income from business entities that currently contract with the District or have contracted with the District within the previous two-year period.
5. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes a financial interest in or security issues by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and a partnership interest in or other ownership interest.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employ or his/her spouse owns, directly, indirectly or beneficially, a ten percent ~~%~~ interest or greater.)

(Investment does not include time or demand deposit in a financial institution, shares in a credit union, any insurance policy or any bond or other debt instrument issued by any government or government agency.)

(No investment or interest in real property is reportable unless its fair market value exceeds \$2,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$500 in value or \$50 or more in value if the income was a gift, during the reporting period.)

ATTACHMENT B
Disclosure Categories
(continued)

Category 2

Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department in which the designated position is an employee, manager, or director. Investments include interest described in Category 1.

Investments in or income from business entities that currently contract with the District or have contracted with the District within the previous two-year period for supplies, books, machinery or equipment used by the department in which the designated position is an employee, manager, or director.

Category 3

Investments in or income from business entities which are contractors or subcontractors engaged in the performance of work or services of the type utilized by the department for which the designated position is an employee, manager, or director. Investments include the interests described in Category 1.

Investments in or income from business entities that currently contract with the District or have contracted with the District within the previous two-year period for services used by the department in which the designated position is an employee, manager, or director.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Revised: September 8, 2004
revised: October 18, 2004
revised: July 11, 2006
revised: June 25, 2007
revised: August 13, 2014
revised: September 28, 2016

FCMIAT Report Review



What is it?

- * A deficit model report completed by a third party
- * Focused on fiscal strategies
- * 60+ pages



8 key areas of review

- * Continuum of Options
- * Ratios & Caseload
- * Para-educators
- * Organization
- * SST/MTSS process
- * Identification numbers
- * Transportation
- * Financial Impact



Where can we work to make the biggest difference?

- * ***Transportation***

- * Reduce reliance on ALC/outside vendor
- * Involve transportation in decision-making
- * Better utilization of current staff
- * Additional administrative support and training



Where can we work to make the biggest difference?

- * *Collaboration/Communication*
- * Problem-solving meetings
- * Better inter-departmental communication
- * Communicate current SST/MTSS forms and procedures with staff



Where can we work to make the biggest difference?

- * ***Professional Learning***
 - * Targeted to current interventions and programs
 - * e.g., co-teaching, interventions, SST process
 - * On the purpose of an IEP v. compliance
 - * Para-educator focused



Where can we work to make the biggest difference?

- * ***Clarity in job duties and assignments***
 - * Financial Analyst → review contracts and implementation of outside district services
 - * Related services coordinator → move related services to one administrator
 - * Review TOSA, PS, and aide job assignments and duties
 - * Be clear about WHO does WHAT



Where can we work to make the biggest difference?

- * *Clear data collection and analysis to support decision-making*
 - * Refine electronic tracking and caseload monitoring
 - * Clearer communication re: staffing process
 - * Review student progress in mild/mod programming
 - * Consider kindergarten screening process



Where can we work to make the biggest difference?

- * ***Mental Health planning***
 - * Consider day treatment programming
 - * Strategic plan as to ongoing supports and efforts
 - * Consider better alignment of jobs
 - * additional lead psych, change director's role



Our Next Steps - Immediate

- * Identify stakeholders for the strategic planning process and begin, utilizing an outside facilitator
- * High impact changes:
 - * Clarity of job duties for PS and TOSA
 - * Change to IDR process to include more voices prior to the meeting and have administrator do initial sharing of agreement and thought-making process
 - * Schedule job-alike and problem solving/feedback meetings for the 2016-2017 school year
 - * Guidelines for adding/removing APS



When can I get more information and what is next for us?

- * FCMAT report is found online:
 - * <http://fcmat.org/wp-content/uploads/sites/4/2016/08/Capistrano-USD-final-report.pdf>
- * Moving forward, a focus on: communication, professional learning, and job duties/definitions
- * Strategic planning
 - * Participate in any planning meetings and provide feedback

