

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

REVISED

BOARD OF TRUSTEES
Regular Meeting

February 22, 2017

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

AGENDA

CLOSED SESSION AT 5:00 P.M.

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

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Janie Hoy/Sara Young
Attorney – Ernest Bell
Significant Exposure to Litigation – Three Cases
IDR Case Number 20161216
IDR Case Number 20161222
IDR Case Number 20170202
(Pursuant to Government Code § 54956.9(d)(2))

EXHIBIT A-1
EXHIBIT A-2
EXHIBIT A-3

Clark Hampton
Attorney – Ernest Bell
Significant Exposure to Litigation – One Case
Government Claim No. LBI1603144MH
(Pursuant to Government Code § 54956.9(d)(2))

EXHIBIT A-4

Attorney – David Huff
Significant Exposure to Litigation – One Case
(Pursuant to Government Code § 54956.9 (d)(2))

EXHIBIT A-5

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Janie Hoy/Sara Young
Attorney - Ernest Bell
Significant Exposure to Litigation – Four Cases
OAH Case Number 2016080290
OAH Case Number 2016100058
OAH Case Number 2016110935
OAH Case Number 2016120063
(Pursuant to Government Code § 54956.9(d)(1))

EXHIBIT B-1
EXHIBIT B-2
EXHIBIT B-3
EXHIBIT B-4

C. BOARD POLICY 4301 APPEAL TO THE BOARD REGARDING DISCRIMINATION COMPLAINT AGAINST EMPLOYEES

Gordon Amerson
(Pursuant to Government Code § 54957)

EXHIBIT C-1

D. STUDENT EXPULSIONS

Mike Beekman
Four Cases
Case Number 2017-022
Case Number 2017-023
Case Number 2017-024
Case Number 2017-025
Case Number 2017-027

EXHIBIT D-1
EXHIBIT D-2
EXHIBIT D-3
EXHIBIT D-4
EXHIBIT D-5

E. STUDENT READMISSIONS

Mike Beekman
One Case
Case Number 2016-026

EXHIBIT E-1

F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Gordon Amerson
Two Cases
(Pursuant to Government Code § 54957)

EXHIBIT F-1

G. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

District Negotiators: Kirsten M. Vital and Clark Hampton
Attorney: Andreas Chialtas
Financial Advisor: Keith Weaver
Real Estate Consultant: George Peterson
Property: 7.3 Acre Camino Las Ramblas, Pacifica San Juan, San Juan Capistrano
Negotiating Party: CalAtlantic Homes
Under Negotiations: Price and Terms of Payment
(Pursuant to Education Code § 54956.8)

EXHIBIT G-1

PUBLIC HEARING:

Agenda Item 1: California Department of Education Waiver Approval to Offer a Modified Instructional Day Transitional Kindergarten Program at Kinoshita Elementary School.

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

Christopher Dollar for his dedication to the students at Capistrano Valley High School and his selection by the University of Chicago for their Outstanding Educator Award.

Associated Student Body

Junipero Serra High School
Meg Ervais, Principal
Gabriela Diaz, Student Leader

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

**1. PUBLIC HEARING: CALIFORNIA DEPARTMENT OF EDUCATION
WAIVER APPROVAL TO OFFER A MODIFIED INSTRUCTIONAL DAY
TRANSITIONAL KINDERGARTEN PROGRAM AT KINOSHITA
ELEMENTARY SCHOOL:**

The Board will conduct a public hearing on the waiver approval to offer a modified instructional day Transitional Kindergarten program at Kinoshita elementary school. Supporting information is located in Exhibit 15.

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 this item, and after hearing any speakers, formally close the hearing before proceeding to the next agenda item.

CONSENT CALENDAR

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

BUSINESS AND SUPPORT SERVICES

2. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$305,999.63 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 2

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

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$4,383,186.94 and the commercial warrants total \$20,279,726.33. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved warrants, by vendor, exceeding \$250,000.

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

Page 5

EXHIBIT 3

4. **INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS:** Page 58
EXHIBIT 4
Approval of the District standardized Independent Contractor, Professional Services, Master Contract and Field Service agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows six new agreements totaling \$144,307.08 and six amendments to existing agreements totaling \$618,500. 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
5. **ALISO VIEJO COMMUNITY ASSOCIATION LIMITED USE AND MAINTENANCE AGREEMENT FOR WINTER 2017:** Page 212
EXHIBIT 5
Approval of the ratification of the Aliso Viejo Community Association Limited Use and Maintenance Agreement (LUMA) for Winter 2017. The Aliso Viejo Community Association owns and maintains Woodfield Park, adjacent to Aliso Niguel High School. The Winter 2017 LUMA allows the District to use Woodfield Park, baseball field #5 from mid-January until mid-May 2017 for a fee of \$400, as detailed in the LUMA. The Winter 2017 LUMA is similar to past years' agreements relating to the use of Woodfield Park.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
6. **AMENDMENT NO. 1 TO BID NO. 1516-08, DISTRICTWIDE ROOF ASSESSMENTS AND PREVENTATIVE ROOF MAINTENANCE - WEATHERPROOFING TECHNOLOGIES, INC.:** Page 230
EXHIBIT 6
Approval of Amendment No. 1 to Bid No. 1516-08, Districtwide Roof Assessments and Preventative Roof Maintenance with Weatherproofing Technologies Inc. Services include roof assessment and roof maintenance Districtwide, including inspections and leak calls at no additional cost. The contract will be amended to reflect the additional expense associated with the additional services. The total cost under this agreement is estimated to be \$251,513, increased from \$225,000 funded by deferred maintenance. Actual expenditures may vary, depending on District needs and the availability of funding.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
7. **CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT AND ONLINE LICENSE AGREEMENT:** Page 238
EXHIBIT 7
Approval of GAMUT Online Service Agreement and Online License Agreement to provide web-based policy information services, incorporating the California School Boards Association (CSBA) Policy Update Reference Manual and associated services. The service includes an annual fee of \$5,410 and automatically renews with an option to cancel by providing at least 30 day written notice. The policy of some vendors is to use their own standard contract with terms and conditions specific to the specialized proposed products and services. This proposed agreement is such a contract. The total contract amount is quoted to be \$5,410 paid from the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
8. **MEMORANDUM OF UNDERSTANDING WITH ANAHEIM UNION HIGH SCHOOL DISTRICT:** Page 243
EXHIBIT 8
Approval of the Memorandum of Understanding (MOU) with Anaheim Union High School District (AUHSD) to provide special education programs and services for eligible District adult students (18 and older) who reside in group homes in AUHSD from August 10, 2016 through June 30, 2017. The District is currently projected to have two students in the AUHSD program, but the approval of the MOU allows the District to place additional students as determined by the IEP team or through a settlement agreement. Estimated cost per student is \$55,000. Annual expenditures under this MOU are limited to \$110,000 paid by special education funds.

Contact: Janie Hoy, Interim Associate Superintendent, SELPA, Special Education Services

9. **RESOLUTION NO. 1617-50, ASSET MANAGEMENT PLAN:** Page 250
Approval of Resolution No. 1617-50, Asset Management Plan. On January 18, 2017, the Board of Trustees held a Board workshop to explore various options for District owned property with the intent of generating funding for various District capital facilities' needs. This Resolution includes the actions the Board directed staff to take regarding the three subject properties. **EXHIBIT 9**
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
10. **RESOLUTION NO. 1617-56, RATIFICATION OF AGREEMENT TO PURCHASE THE ESENCIA SCHOOL SITE AND DELEGATION TO ACCEPT THE DEED:** Page 252
Approval of Resolution No. 1617-56, Ratification of Agreement to Purchase the Esencia School Site and Delegation to Accept the Deed. On November 6, 2013, the Board of Trustees adopted Resolution No. 1314-25, Resolution of the Board of Trustees of the Capistrano Unified School District Approving School Facilities Financing Agreement Relating to Planning Areas No. 1 and No. 2 and County of Orange Entitlements as to Rancho Mission Viejo Project and Related Agreements, Authorizing Execution Thereof and Delegating Authority as to Related Matters. Resolution No. 1314-25 authorized District staff to arrange for financing, comply with the California Environmental Act and secure school site entitlements. It also approved the form of the Agreement for Purchase and Sale and Escrow Instructions (PA2 School Site) (Purchase Agreement) and the form of the deed for the Esencia School site. Consistent with the School Facilities and Funding Agreement and Option to Purchase School Site, the purchase price for the Esencia School Site was determined to be \$33,860,000. This determination was shared with the Board of Trustees on February 10, 2017. **EXHIBIT 10**
- With the completion of these planning efforts, the District's Deputy Superintendent, Business and Support Services executed the Purchase Agreement to open escrow and to complete the purchase on February 28, 2017. Accordingly, the Board of Trustees must ratify entering into the Purchase Agreement and delegate authority to the Deputy Superintendent, Business and Support Services to accept the executed deed for the Esencia School site. Copies of the Purchase Agreement and Form of Deed are attached as exhibits to Resolution No. 1617-56.
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

CURRICULUM & INSTRUCTION

11. **CONTRACT#: CB-00018836 COLLEGE BOARD'S COLLEGE READINESS SUCCESS CONTRACT FOR PROFESSIONAL DEVELOPMENT WORKSHOP AND MATERIALS:** Page 266
Approval of Contract #: CB-00018836 College Board's College Readiness Success Contract for professional development workshop and materials. This professional learning opportunity on May 16, 2017 will provide tailored support and best practices to high school teachers who teach Advanced Placement English and History Social Science classes. The \$4,500 cost will be funded with Educator Effectiveness funds. **EXHIBIT 11**
Contact: Susan Holliday, Associate Superintendent, Education Services
12. **HANOVER RESEARCH PARTNERSHIP AGREEMENT EXTENSION:** Page 272
Approval of the Hanover Research Partnership Agreement extension will allow the District access to research services provided by Hanover related to the evaluation of the District's Spanish Immersion and GATE Programs to include quantitative and qualitative data analysis, primary research and stakeholder feedback, secondary research and peer benchmarking. The extension will run for a six month time period from February 26, 2017 to August 25, 2017. **EXHIBIT 12**

The \$25,000 cost will be funded with general funds.

Contact: Susan Holliday, Associate Superintendent, Education Services

- 13. AGREEMENT NO. 43875 FOR QUALITY RATING AND IMPROVEMENT SYSTEM 2016-2017 OF EARLY CHILDHOOD PROGRAMS WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:**

Approval of Agreement No. 43875 Quality Rating and Improvement System Block Grant for continuous quality improvement of early childhood programs. This agreement is based on a tiered rating structure that provides supports and incentives to reach higher levels of quality. The maximum grant funds provide \$115,075 of additional funding for the California State Preschool Program, and provides services from July 1, 2016 to June 30, 2017 related to preschool age children to improve early childhood development and school readiness services.

Contact: Susan Holliday, Associate Superintendent, Education Services

Page 281
EXHIBIT 13
- 14. INCOME AGREEMENT NO. 43825 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:**

Approval of Income Agreement No. 43825 with Orange County Superintendent of Schools to provide the Resilient Mindful Counselor workshop (Stress Management for School Counselors and Nurses). The contractor will provide services at the rates indicated in the Agreement. The term of this Agreement is one day, May 4, 2017. Expenditures under this contract are anticipated to be approximately \$600 paid by the general fund.

Contact: Susan Holliday, Associate Superintendent, Education Services

Page 326
EXHIBIT 14
- 15. CALIFORNIA DEPARTMENT OF EDUCATION WAIVER APPROVAL TO OFFER A MODIFIED INSTRUCTIONAL DAY TRANSITIONAL KINDERGARTEN PROGRAM AT KINOSHITA ELEMENTARY SCHOOL:**

Approval of the California Department of Education Waiver to offer a modified instructional day for the Transitional Kindergarten Program at Kinoshita Elementary School, pursuant to Education Code § 37202. Transitional Kindergarten programs operated by a district must be of equal length to any kindergarten programs operated by the same district, unless there is an approved State Board of Education waiver on file. By statute, the maximum school day in kindergarten is 4 hours (Education Code § 46110). An exception to this statute allows schools that have adopted an early primary program (extended-day kindergarten) to exceed 4 hours (Education Code § 8973). The kindergarten program at Kinoshita Elementary School currently offers an extended-day kindergarten program. A waiver is needed to request a modified instructional day for the transitional kindergarten class at Kinoshita Elementary School that reflects a different schedule than the kindergarten classroom on site. The waiver would apply to the 2017-2018 school year.

Contact: Susan Holliday, Associate Superintendent, Education Services

Page 334
EXHIBIT 15
- 16. THIRD READING - BOARD POLICY 0420.4, CHARTER SCHOOL AUTHORIZATION:**

The proposed revision to Board Policy 0420.4, *Charter School Authorization*, updates and aligns the policy to Board Policy 0420.41, *Charter School Oversight*. The policy was updated to add language to require charter school board meetings take place within District boundaries. The District can require a charter school to hold board meetings within District boundaries. Government Code section § 54953 does permit meetings to take place outside of a school district's boundaries if the requirements for teleconferencing are satisfied. Changes are underlined.

Contact: Susan Holliday, Associate Superintendent, Education Services

Page 340
EXHIBIT 16

HUMAN RESOURCE SERVICES

17. **AUTHORIZATION OF COACHES TO PROVIDE SECOND SEMESTER PHYSICAL EDUCATION CREDIT:** Page 360
EXHIBIT 17
Approval of teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students. State law requires that such teachers be full-time employees of a district, complete a minimum of 20 hours of first-aid instruction, have training on the harmful effects of steroid use, and be approved by the Board of Trustees. It has been determined all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District, and have completed cardiopulmonary resuscitation, first-aid instruction and concussion training. There is no financial impact.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
18. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 361
EXHIBIT 18
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
19. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 374
EXHIBIT 19
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

20. **SCHOOL BOARD MINUTES:** Page 386
EXHIBIT 20
Approval of the September 28, 2016 Regular Board Meeting minutes.
Contact: Nicole Perez, Executive Secretary, Board Operations
21. **SCHOOL BOARD MINUTES:** Page 397
EXHIBIT 21
Approval of the October 12, 2016 Regular Board Meeting minutes.
Contact: Nicole Perez, Executive Secretary, Board Operations
22. **SCHOOL BOARD MINUTES:** Page 404
EXHIBIT 22
Approval of the October 26, 2016 Regular Board Meeting minutes.
Contact: Nicole Perez, Executive Secretary, Board Operations

DISCUSSION/ACTION ITEMS

23. **#CAPOFORWARD PRESENTATION PART THREE (OF THREE):** INFORMATION/
DISCUSSION
Page 413
EXHIBIT 23
The Board will receive a presentation regarding the “re-imagining” project for seven elementary schools (as a follow-up to the December 14, 2016 and January 25, 2017 presentations). This presentation will highlight the ongoing School of Choice process, online marketing strategies, development of metrics and professional learning. Staff will also share an update on the educational programs at Del Obispo Elementary School and Wood Canyon Elementary School.
CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.
Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

24. **BOARD POLICY 4031 APPEAL TO THE BOARD REGARDING INFORMATION/**
DISCRIMINATION COMPLAINT AGAINST EMPLOYEES: DISCUSSION
(Pursuant to Government Code § 54957)
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 and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

25. **RESOLUTION NO. 1617-52, NON-REELECTION OF TEMPORARY CERTIFICATED EMPLOYEES: DISCUSSION/ ACTION**
Page 432
EXHIBIT 25

The Education Code permits school districts to hire certificated employees on temporary contracts only for specific reason per § 44909, § 44918, and § 44920. The District has appropriately classified 136 certificated employees as temporary for the 2016-2017 school year. These employees are replacing other employees on leave, are serving in programs with expiring categorical funding sources, or are placeholders for regular employees who are released from their normal assignments to work in a categorical program. Education Code § 44954 requires the Board to notify temporary employees in a position requiring certification qualification of the District's decision to release the employees from such positions prior to the next school year. The temporary release of employees, as presented in this item, is an annual process the District must utilize to ensure permanent teachers funded through categorical resources and permanent teachers on leaves of absence have a position for the succeeding school year. As the District begins staffing for the 2017-2018 school year, decisions will be made regarding how many permanent teachers will be funded through categorical resources as well how many permanent teachers will request leaves of absence, part-time contracts, and partnership assignments. As permanent teachers "temporarily" vacate their positions, temporary teachers may be rehired.

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

Staff Recommendation

It is recommended the Board President recognize Gordon Amerson, Associate Superintendent, Human Resource Services, to present this item.

Following discussion, it is recommended that the Board of Trustees adopt Resolution No. 1617-52, Non-Reelection of Temporary Certificated Employees and authorize the District to issue notices.

Motion by _____ Seconded by _____

26. STATE ACCOUNTABILITY OVERVIEW:

The State accountability model is shifting to focus on one continuous improvement system that meets local, state and federal needs. The three major components are: (1) Local Control Accountability Plan and Annual Update, (2) California School Dashboards, and (3) Support and Assistance System. This item will provide an overview and focus on the California School Dashboards component.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

INFORMATION/
DISCUSSION
Page 437
EXHIBIT 26

27. TRUSTEE AGENDA ITEM REQUEST:

Request for agenda item placement by President McNicholas to address the Board regarding possible revisions to the “Board Meeting Schedule 2016-17”.

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

Contact: Martha McNicholas, Board President

DISCUSSION/
ACTION
Page 466
EXHIBIT 27

28. FIRST READING - BOARD POLICY 6171, TITLE I PROGRAMS:

The proposed revisions to Board Policy 6171, *Title I Programs*, adds language to define the Title I Public School Choice program. Under No Child Left Behind (NCLB), Title I Public School Choice was mandated, however, under the Every Student Succeeds Act (ESSA), districts have the option to implement the program. Non-Regulatory Guidance recommends that students who previously transferred to another school under NCLB be allowed to remain at the school through the highest grade at that school. This recommendation has been included in the proposed policy. The approximate \$300,000 fiscal impact is expected to decrease over time, funded by Title I funds. Changes are underlined; deletions are struck through.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

DISCUSSION/
ACTION
Page 468
EXHIBIT 28

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 6171, *Title I Programs*.

Motion by _____ Seconded by _____

29. FIRST READING – BOARD POLICY 5111, ADMISSION:

The proposed revision to Board Policy 5111, *Admission*, adds language to define eligibility for students who are enrolled in transitional kindergarten, and accredited kindergarten and first grade programs that are outside of the District offered programs but do not meet age requirements for enrollment when transferring into the District. Changes are underlined; deletions are struck through.

DISCUSSION/
ACTION
Page 473
EXHIBIT 29

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 5111, *Admission*.

Motion by _____ Seconded by _____

30. FIRST READING – REVISIONS TO BOARD POLICY 5111.1, DISTRICT RESIDENCY:

This proposed revision of Board Policy 5111.1, *District Residency*, updates this policy and incorporates the policy language as recommended by our legal counsel. The revision includes specific procedures related to the proof of residency. This proposed policy is in alignment with Education Code §35351, Assignment of Students to Particular Schools. Changes are underlined; deletions are struck through.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 5111.1, *District Residency*.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, MARCH 8, 2017, 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

DISCUSSION/
ACTION
Page 477
EXHIBIT 30

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
February 22, 2017

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$377.00	PTSA Reimbursement (English)	Aliso Niguel High School
Aliso Niguel High School PTSA	\$1,192.81	PTSA Reimbursement (Physical Education)	Aliso Niguel High School
Aliso Niguel High School PTSA	\$730.26	PTSA Reimbursement (Science)	Aliso Niguel High School
Aliso Niguel High School PTSA	\$400.00	PTSA Reimbursement (Wrestling)	Aliso Niguel High School
Aliso Niguel High School PTSA	\$1,303.02	PTSA Reimbursement (Science)	Aliso Niguel High School
Aliso Niguel High School PTSA	\$83.16	PTSA Reimbursement (Chemistry)	Aliso Niguel High School
Aliso Niguel High School PTSA	\$250.00	PTSA Reimbursement (Guidance)	Aliso Niguel High School
City of Aliso Viejo	\$40,000.00	Flooring and Weight Room Equipment	Aliso Niguel High School
Pacific Life Foundation	\$250.00	Classroom Materials and Supplies	Aliso Niguel High School
San Juan Children's Education Foundation	\$390.00	Teacher Stipends for Field Trip	Ambuehl Elementary School
Arroyo Vista Science Booster Club	\$20,289.00	Outdoor Education Science Camp	Arroyo Vista Elementary School
Thomas Henry	\$1,000.00	Playground Equipment	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$3,981.00	Classroom Materials and Supplies	Arroyo Vista Elementary School
Bathgate School Foundation	\$5,624.23	Outdoor Education Science Camp	Bathgate Elementary School
Bathgate Elementary School PTA	\$2,126.64	Meet the Masters Program	Bathgate Elementary School
Bergeson Elementary School PTA	\$2,157.00	Art Masters Program	Bergeson Elementary School
John E. Glassco, M.D.		Video Camera	Bergeson Elementary School
Stantec		Dell Desktop	Canyon Vista Elementary School
The Benevity Community Impact Fund	\$451.51	Classroom Materials and Supplies	Capistrano Valley High School
Vending Plus	\$22.52	Classroom Materials and Supplies	Carl Hankey School
Vending Plus	\$40.52	Classroom Materials and Supplies	Carl Hankey School
The Huffman Group	\$86.00	Afterschool Homework Club	Castille Elementary School
Ladera Ranch Education Foundation	\$3,514.47	Transportation for Outdoor Science Camp	Chaparral Elementary School
Ladera Ranch Education Foundation	\$1,404.00	Teacher Stipends for Outdoor Science Camp	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$702.00	4th Grade Field Trip	Clarence Lobo Elementary School
Education Foundation	\$5,000.00	Chromeblocks	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$63.00	4th Grade Field Trip	Clarence Lobo Elementary School
Vending Plus	\$19.87	Classroom Materials and Supplies	Concordia Elementary School

Donation of Funds
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DONATED BY	AMOUNT	PURPOSE	SCHOOL
Concordia Elementary Education Foundation	\$12,645.72	PA Systems for Classrooms	Concordia Elementary School
Concordia Elementary Education Foundation	\$12,178.00	Science Kits	Concordia Elementary School
Concordia Elementary Education Foundation	\$5,295.00	Instructional Aides Salaries	Concordia Elementary School
Maria Garcia	\$25.00	Classroom Materials and Supplies	Dana Hills High School
Dolphin Force Foundation	\$1,550.34	Tables for AVID Class	Dana Hills High School
Dana Hills High School PTSA	\$939.03	Classroom Materials and Supplies	Dana Hills High School
Target Field Trip Grants Program	\$700.00	Field Trip Transportation	Del Obispo Elementary School
Don Juan Avila Middle School PTSA	\$5,341.95	Technology	Don Juan Avila Middle School
Don Juan Avila Middle School PTSA	\$4,082.38	Chromebook Carts	Don Juan Avila Middle School
George White Elementary School PTA	\$2,921.82	Meet the Master's Program	George White Elementary School
George White Elementary School PTA	\$510.00	3rd Grade Field Trip to Tessmann Planetarium	George White Elementary School
George White Elementary School PTA	\$1,353.00	4th Grade Field Trip to San Juan Mission	George White Elementary School
City of Laguna Niguel	\$100.00	Classroom Materials and Supplies	Hidden Hills Elementary School
Mohammad-Rez Sheikholeslami	\$500.00	Robotics Team	John Malcolm Elementary School
CUSD Foundation	\$797.50	Transportation for 5th Grade Field Trips	John Malcolm Elementary School
Green Up Our Schools	\$500.00	Classroom Materials and Supplies	John Malcolm Elementary School
AbbVie Employee Engagement Fund	\$100.00	Classroom Materials and Supplies	John Malcolm Elementary School
Tustin Lexus	\$1,100.00	Classroom Materials and Supplies	Ladera Ranch Elementary School
Truist	\$36.00	Classroom Materials and Supplies	Ladera Ranch Middle School
CR&R Incorporated	\$856.10	Classroom Materials and Supplies	Ladera Ranch Middle School
Marblehead Elementary School Aloha Education Foundation	\$239.96	Classroom Materials and Supplies	Marblehead Elementary School
Marblehead Elementary School Aloha Education Foundation	\$1,071.00	Chromebooks and Licenses	Marblehead Elementary School
Marblehead Elementary School PTA	\$830.00	1st Grade Field Trip to Ocean Institute	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,756.00	Art Masters Program	Marblehead Elementary School
Marblehead Elementary School PTA	\$630.00	2nd Grade Field Trip to Trabuco Field Study	Marblehead Elementary School
Marblehead Elementary School PTA	\$598.00	TK and Kindergarten Field Trip to Pretend City	Marblehead Elementary School
Marblehead Elementary School PTA	\$740.00	Walk Through the American Revolution Assembly	Marblehead Elementary School
Pumpkin City's Pumpkin Farm, Inc.	\$200.00	Technology	Newhart Middle School

Donation of Funds
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DONATED BY	AMOUNT	PURPOSE	SCHOOL
Oak Grove Elementary School PTA	\$600.00	Chromebooks	Oak Grove Elementary School
Oak Grove Elementary School PTA	\$17,697.00	Marquee	Oak Grove Elementary School
Oso Grande Elementary PTA	\$10,158.22	Walk Through California Program	Oso Grande Elementary School
Oso Grande Elementary PTA	\$1,452.50	Outdoor Education Science Camp	Oso Grande Elementary School
Palisades Elementary School PTA	\$14.20	Meet the Masters Supplies	Palisades Elementary School
Erin Perry	\$20.00	Classroom Materials and Supplies	San Clemente High School
San Clemente High School PTSA	\$1,156.99	Library Books	San Clemente High School
Wells Fargo Matching Gifts Program	\$55.61	Classroom Materials and Supplies	San Clemente High School
Devon Barr		1997 Toyota Camry	San Clemente High School
San Juan Children's Education Foundation	\$500.00	4th Grade Field Trip to Legoland	San Juan Elementary School
Wayne John		Baldwin Piano	San Juan Elementary School
Nathan Wilgrube & Adrienne Silva	\$125.00	ECP/San Juan Learning Links Program	San Juan Elementary School
San Juan Children's Education Foundation	\$1,000.00	Microphones for Sound System	San Juan Elementary School
Tyra Educational Services	\$192.50	Transportation for AVID Field Trip	San Juan Hills High School
Sampra Employee Giving Network	\$35.00	Classroom Materials and Supplies	San Juan Hills High School
City of San Clemente	\$3,349.77	Afterschool Program	Shorecliffs Middle School
Shorecliffs Middle School Educational Foundation	\$41,999.42	Library Furniture, Tables and Chairs	Shorecliffs Middle School
Tesoro High School PTSA	\$3,956.62	Teacher Grants	Tesoro High School
Ally Financial Incorporated	\$200.00	Classroom Materials and Supplies	Tesoro High School
Ally Financial Incorporated	\$200.00	Classroom Materials and Supplies	Tesoro High School
Tesoro High School PTSA	\$600.00	Shuttle Buses for Back to School Night	Tesoro High School
Tesoro High School PTSA	\$600.00	Shuttle Buses for Open House	Tesoro High School
Kroeger	\$40.75	Instructional Assistants Salary	Tijeras Creek Elementary School
United Way	\$147.08	Instructional Assistants Salary	Tijeras Creek Elementary School
Vending Plus	\$13.25	Instructional Assistants Salary	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$2,210.00	Meet the Masters Program	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$690.00	4th Grade Walk Through California Assembly	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$9,000.00	Field Trip to Pali Mountain	Tijeras Creek Elementary School

Donation of Funds
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DONATED BY	AMOUNT	PURPOSE	SCHOOL
Network for Good	\$5,000.00	Instructional Assistants Salaries	Tijeras Creek Elementary School
Forster Ranch Education Foundation	\$11,000.00	Outdoor Education Science Camp	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$710.00	Classroom Materials and Supplies	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$27,600.00	Chromebooks	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$762.09	Chromebooks	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$260.00	Chromebooks	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$2,516.94	Chromebooks	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$1,053.00	Chromebooks	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$2,254.00	Chromebooks	Truman Benedict Elementary School
Jason & Danielle Berry	\$150.00	ECP/Viejo Learning Links Program	Viejo Elementary School
Dana Doss	\$125.00	ECP/Viejo Learning Links Program	Viejo Elementary School
Vending Plus	\$23.62	Classroom Materials and Supplies	Viejo Elementary School
Tanaka Farms, LLC	\$113.00	Classroom Materials and Supplies	Viejo Elementary School
O.C. Community Foundation	\$1,100.00	Classroom Materials and Supplies	Viejo Elementary School
AbbVie Employee Engagement Fund	\$10.00	Classroom Supplies	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$3,193.12	Meet the Masters Program	Vista del Mar Elementary School
Juice it Up	\$786.00	Classroom Materials and Supplies	Vista del Mar Elementary School
Mako Foundation	\$484.00	Substitute Coverage for UC Conference	Vista del Mar Middle School
Mako Foundation	\$2,449.44	Walkie Talkies	Vista del Mar Middle School
Wood Canyon Elementary School PTA	\$1,340.70	Meet the Masters Program	Wood Canyon Elementary School
		\$305,999.63	

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....FEBRUARY 22, 2017

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

PO No.	Fund	Vendor	Description	Amount
5615	98	BONDLOGISTIX LLC	Serv& Op/Fac Acq /Dstrctwd	2,250.00
			1 Purchase Orders	\$2,250.00

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....FEBRUARY 22, 2017

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

PO No.	Fund	Vendor	Description	Amount
364780	1	DIAMOND ENVIROMENTAL SERVICES	Rntl:Oth/Sch Adm /Dstrctwd	82.11
364781	1	SPEECH CORNER, THE	InstMtls/SE0thIns/Dstrctwd	239.77
364782	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	1,764.10
364783	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
364784	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Enterprs/Reilly	490.00
364785	1	OFFICE DEPOT	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
364786	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	638.20
364787	1	OFFICE DEPOT	SplsNonI/Sch Adm /AVMS	29.08
364788	1	APPLE INC	SplsNonI/TIS /Dstrctwd	1,045.18
364789		VOID	VOID	0.00
364790	1	LARSON LIGHTING AND AUDIO	Rntl:Oth/Sch Adm /CVHS	3,975.00
364791	1	CREATIVE PLANT RENTALS	Rntl:Oth/Sch Adm /CVHS	1,435.25
364792	1	MIKE BROWN GRANDSTANDS INC.	Rntl:Oth/Sch Adm /CVHS	7,250.00
364793	1	SWEETMAN SYSTEMS	NonCapEq/SE0thIns/Dstrctwd	3,987.26
364794	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	9,690.00
			Sub NPS /NPS /Dstrctwd	13,746.00
364795	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	204.66
364796	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	15,852.00
364797	1	FAST DEER BUS CHARTER INC	Charter /DW Undst/Dstrctwd	16,332.50
364798	1	EASTBAY TEAM SALES	InstMtls/CurAthlt/SCHS	916.28
364799	68	AON RISK CONSULTING	Serv& Op/Enterprs/Dstrctwd	3,950.00
364800	1	STENHOUSE PUBLISHERS	Bks&Ref /Instrctn/San Juan	26.94
364801		VOID	VOID	0.00
364802	40	DSA	BI:DSA /Fac Acq /Tesoro	5,250.00
364803	1	WAL MART L.N.	InstMtls/SE0thIns/Dstrctwd	500.00
364804	1	LEARNING A-Z	InstMtls/Instrctn/San Juan	1,644.15
364805	1	DEVEREUX - VICTORIA	Residtl /NPS /Dstrctwd	1,891.68
364806	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	479.70
364807	1	JOHNSON, EDWIN AND MELISSA	Serv& Op/SE0thIns/Dstrctwd	3,000.00
364808	1	SALLY EDWARDS	Serv& Op/PuplTran/Dstrctwd	11,875.00
364809	69	BB&T INSURANCE SERVICES OF CA	Serv& Op/Enterprs/Dstrctwd	100.00
364810	1	UPS FREIGHT	F&EInstl/Instrctn/Dstrctwd	95.00
364811	69	STROUD, KEITH R	Serv& Op/Enterprs/Dstrctwd	3,612.00
364812	1	BERGMAN DACEY GOLDSMITH	Legal /FacPlann/Dstrctwd	82.50
364813	1	SEGERSTROM CENTER FOR THE ARTS	Serv& Op/Sch Adm /Dana ENF	645.00
364814	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	105.06
364815	1	ALPHA SOUND AND LIGHTING	NonCapEq/Instrctn/San Juan	7,306.69
364816	1	PEARSON EDUCATION	InstMtls/Instrctn/RH Dana	410.95
364817	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Enterprs/SJHHS	288.35
364818	1	COMPREHENSIVE DRUG TESTING	Serv& Op/PuplTran/Dstrctwd	6,000.00
364819	1	BAYSCAN	9-12Text/Instrctn/Dstrctwd	241.12
364820	1	CHARLIE LEE DBA	SplsNonI/Sch Adm /Castille	362.28
364821	1	UNITED RENTALS	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
364822		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2016-17 -----
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PO No.	Fund	Vendor	Description	Amount
364823	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lgna Nig	2,000.00
364824	1	NCS PEARSON INC.	InstMtls/Instrctn/San Juan	300.30
364825	1	ZILPRINT PUBLISHING	SpplsNonI/PsychSer/Dstrctwd	58.88
364826	1	STOELTING CO	SpplsNonI/PsychSer/Dstrctwd	338.95
364827	1	HOUGHTON MIFFLIN CO	SpplsNonI/PsychSer/Dstrctwd	4,084.36
364828	40	NKS MECHANICAL CONTRACTING INC	BI:Const/Fac Acq /FNMS	480.00
364829	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	247.28
364830		VOID	VOID	0.00
364831	1	SPEECH CORNER, THE	InstMtls/Instrctn/Ambuehl	333.23
364832	1	SCHOOL HEALTH CORPORATION	SpplsNonI/HlthServ/Bergeson	41.69
364833	25	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /Bergeson	5,270.00
364834	14	WEATHERPROOFING TECHNOLOGIES	SpplsNonI/RR:Bldgs/SCHS	325.37
364835	1	AIS SPECIALTY PRODUCTS INC.	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
364836	1	ADVANCED ENERGY PRODUCTS CORP	SpplsNonI/RR:Bldgs/Reilly	7,344.00
364837	14	KYA SERVICES LLC	Bldg Imp/Fac Acq /Dana ENF	5,367.50
364838	1	SIMONSON PHOTOGRAPHY	SpplsNonI/Board /Dstrctwd	806.88
364839	1	HERITAGE WINDOW COVERING	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
364840		VOID	VOID	0.00
364841	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /DHHS	507.50
364842		VOID	VOID	0.00
364843	1	PORT VIEW PREPARATORY SCHOOL	Sub NPS /NPS /Dstrctwd	32,450.00
364844	1	UC REGENTS	Conf:Ins/Instrctn/Dstrctwd	900.00
			CnfrNonI/SupvAdmn/Dstrctwd	225.00
364845	1	MIRACLE RECREATION EQUIPMENT	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
364846	1	UC REGENTS	Conf:Ins/Instrctn/Dstrctwd	250.00
364847	1	OFFICE DEPOT	InstMtls/Instrctn/SMS	90.71
364848	1	WARDS MEDIA TECH	Rnt&Repr/Instrctn/LRMS	2,687.37
			Rnt&Repr/Instrctn/LadraElm	1,398.03
364849	1	BAKER PARTY RENTALS	Rntl:Oth/Sch Adm /CVHS	1,000.00
364850		VOID	VOID	0.00
364851		VOID	VOID	0.00
364852	1	GSM RENTAL GROUP LLC	Rntl:Oth/Sch Adm /CVHS	1,619.48
364853	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/PuplTest/Dstrctwd	587.65
364854	1	MISSION SAN JUAN CAPISTRANO	Serv& Op/Instrctn/GrgWhite	1,353.00
364855	1	CDWG Inc	NonCapEq/Instrctn/VDMMS	1,012.34
364856	14	BARRETT-ROBINSON INC	Bldg Imp/Fac Acq /SCHS	1,330.08
364857	13	HEALTH-E MEAL PLANNER PRO	Comprr /FoodServ/Dstrctwd	18,255.78
364858	13	PRONTO PRODUCTS COMPANY	Smlequip/FoodServ/Dstrctwd	44,817.76
364859	13	FAIRBANK, MASLIN, MAULLIN,	CntrctFd/FoodServ/Dstrctwd	1,400.00
364860		VOID	VOID	0.00
364861	1	SCHOOL SERVICES OF CALIFORNIA	SpplsNonI/Bus/Fisc/Dstrctwd	200.00
364862	1	SCHNEIDER ELECTRIC BUILDINGS	Bldg Imp/Fac Acq /DHHS	140,829.00
			Bldg Imp/Fac Acq /CVHS	370,433.00
			Bldg Imp/Fac Acq /SCHS	367,734.00
			Bldg Imp/Fac Acq /ANHS	542,786.00
			Bldg Imp/Fac Acq /Tesoro	515,056.00
			Bldg Imp/Fac Acq /SJHHS	553,495.00
364863	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	301.31
364864	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOthIns/Dstrctwd	24.50
364865	1	ORANGE COUNTY EDUCATIONAL	CnsltNon/PsychSer/Dstrctwd	8,600.00

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
364866	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	301.31
364867	1	PERKINS, MARGARET CLAIRE	CnsltNon/Spch Aud/Dstrctwd	4,000.00
364868	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
364869	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	301.31
364870	1	JACQUELINE KAY LUGO	CnsltNon/GuidCnsl/Dstrctwd	15,000.00
364871	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
364872		VOID	VOID	0.00
364873	1	COLLEGE BOARD - WRO	CnfrNonI/SupvAdmn/Dstrctwd	200.00
364874	1	DEVEREUX - VICTORIA	Residtl /NPS /Dstrctwd	1,481.87
364875	1	AARON AND LORRAINE GOLDSTEIN	Serv& Op/NPS /Dstrctwd	560.71
364876	1	WELSH, JENNIFER	Serv& Op/NPS /Dstrctwd	1,500.00
364877	1	MATTHEW AND CHRISTINE ESSEX	Serv& Op/NPS /Dstrctwd	2,700.00
364878	1	SANDY AND/OR MAYNARD RAINS	Serv& Op/NPS /Dstrctwd	1,000.00
364879		VOID	VOID	0.00
364880	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	301.31
364881	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
364882	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	301.31
364883	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
364884	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /LF Elem	427.77
364885	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Moulton	1,632.00
364886		VOID	VOID	0.00
364887	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	1,425.37
364888		VOID	VOID	0.00
364889		VOID	VOID	0.00
364890		VOID	VOID	0.00
364891		VOID	VOID	0.00
364892		VOID	VOID	0.00
364893	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/SupvAdmn/Dstrctwd	1,500.00
364894	1	APPLE INC	InstMtls/Instrctn/Lobo	1,704.44
364895	1	CAMCOR INC	SpplsNonI/SupvAdmn/Dstrctwd	231.02
364896	14	CALIFORNIA BOILER INC.	Bldg Imp/Fac Acq /DHHS	2,000.00
364897	1	CDWG Inc	NonCapEq/SE0thIns/Dstrctwd	1,503.08
364898	1	TRABUCO CANYON FIELD STUDIES	FieldTrp/Instrctn/Marblehd	630.00
364899	1	EDUPOINT EDUCATIONAL SYSTEMS	Serv& Op/SupvAdmn/Dstrctwd	7,500.00
364900	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Lobo	765.00
364901	1	CDWG Inc	NonCapEq/TIS /Dstrctwd	644.61
364902	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Dstrctwd	134.69
364903	1	SAN DIEGO CTY SUPERINTENDENT	Conf:Ins/Instrctn/Las Palm	525.00
364904	1	OCDE	Conf:Ins/Instrctn/Las Palm	300.00
364905		VOID	VOID	0.00
364906	1	OCDE	Conf:Ins/Instrctn/Las Palm	300.00
364907	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/StDev In/Dstrctwd	175.00
364908	1	VERTICAL TRANSPORT INC	Serv& Op/RR:Bldgs/Dstrctwd	1,296.00
364909	1	FITNESS FINDERS INC	SpplsNonI/Sch Adm /Marblehd	204.78
364910	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	500.00
364911	1	ACCREDITING COMMISSION	SpplsNonI/Sch Adm /CVHS	110.00
364912		VOID	VOID	0.00
364913	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/LFMS	7,400.58
364914	1	ADVANTAGE WEST INVESTMENT	NonCapEq/Custodil/Las Palm	3,446.31
364915		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2016-17 -----
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PO No.	Fund	Vendor	Description	Amount
364916	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /Bergeson	66.66
364917	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Dstrctwd	136.63
364918	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Sch Adm /CVHS	3,000.00
364919	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Tesoro	750.00
364920	1	STAPLES ADVANTAGE	SplsNonI/PuplTran/Dstrctwd	129.29
364921	1	LIBERTY FLAGS	SplsNonI/Sch Adm /SJHHS	377.95
364922	1	SCHOOL HEALTH CORPORATION	InstMtls/SEothIns/Dstrctwd	77.68
364923	1	NSTA	Conf:Ins/Instrctn/FNMS	550.00
364924	1	GLOBAL INDUSTRIAL	InstMtls/CurAthlt/Tesoro	620.47
364925	1	J&J ENVIRONMENTAL CONSTRUCTION	Rntl:Oth/RR:Bldgs/Malcom	6,200.00
364926	1	P.W. STEPHENS ENVIRONMENTAL	Rntl:Oth/RR:Bldgs/CVHS	4,500.00
364927	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	4,715.00
			Sub RTC /NPS /Dstrctwd	11,040.00
			Sub MHBC/NPS /Dstrctwd	49,820.00
			Sub MHBC/PsychSer/Dstrctwd	16,960.00
364928	70	MAACO COLLISION REPAIR & AUTO	Rntl:Oth/Enterprs/Dstrctwd	2,195.40
364929	1	NAVANCE INC	Serv& Op/SupvAdmn/Dstrctwd	8,716.00
364930	1	DENNIS PATRICK HANNA	Rntl:Oth/RR:Bldgs/SCHS	3,400.00
364931	1	THE FLIPPEN GROUP LLC	CnsltNon/Supt /Dstrctwd	15,000.00
364932	1	DENNIS PATRICK HANNA	Rntl:Oth/RR:Bldgs/CVHS	2,050.00
364933	1	OCDE	Serv& Op/GuidCnsl/Dstrctwd	600.00
364934	1	LEADERSHIP ASSOCIATES LLC	CnsltNon/SupvAdmn/Dstrctwd	12,400.00
364935	1	SANTA ANA COLLEGE TESSMANN	FieldTrp/Instrctn/GrgWhite	510.00
364936	1	DIGITAL NETWORKS GROUP INC	Serv& Op/Board /Dstrctwd	405.00
364937	1	ROD AND COLETTE FOSTER	Serv& Op/Spch Aud/Dstrctwd	25,160.00
			Serv& Op/PuplTran/Dstrctwd	2,000.00
364938	1	CDWG Inc	NonCapEq/TIS /Dstrctwd	697.03
364939	1	CDWG Inc	NonCapEq/SupvAdmn/Dstrctwd	2,922.42
364940	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	96.98
364941	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	1,562.98
364942	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	629.69
364943	1	DENNIS PATRICK HANNA	Rntl:Oth/RR:Bldgs/Serra	1,500.00
364944	1	TEACHERS DISCOVERY	K-12Text/Instrctn/Cal Prep	161.32
364945	1	LIGHTSPEED TECHNOLOGIES INC	NonCapEq/Instrctn/Concordi	12,616.45
364946	1	TWO WAY DIRECT INC	SplsNonI/Sch Adm /DJAMS	443.61
364947	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Lgna Nig	1,243.44
364948	1	OZOBOT	InstMtls/Instrctn/CanVistE	1,077.50
364949	1	THE TOLL ROADS	Ppl Tran/PuplTran/Dstrctwd	2,000.00
364950		VOID	VOID	0.00
364951	1	GALE/CENGAGE	Serv& Op/Instrctn/Tesoro	300.00
364952	1	COSTCO S.J.C.	SplsNonI/Sch Adm /DHHS	507.50
364953	1	AERIES SOFTWARE INC.	Serv& Op/SupvAdmn/Dstrctwd	39,678.75
364954	1	CUSD	Serv& Op/Instrctn/Dstrctwd	35,000.00
364955	1	APPLE INC	InstMtls/Instrctn/SMS	40.95
364956	14	WOLVERINE FENCE COMPANY INC	Bldg Imp/Fac Acq /DHHS	16,946.00
364957	1	CDWG Inc	InstMtls/Instrctn/SMS	110.39
364958	1	CDWG Inc	InstMtls/Instrctn/Viejo	399.60
364959		VOID	VOID	0.00
364960	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/ANHS	3,845.00
364961	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/CVHS	4,660.00

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PO No.	Fund	Vendor	Description	Amount
364962	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/DHHS	4,085.00
364963	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/SCHS	6,420.00
364964	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/SJHHS	5,060.00
364965	1	WESTERN EXTERMINATORS	Rntl:Oth/Op:Grnds/Tesoro	5,060.00
364966	1	VERIZON WIRELESS	Serv& Op/Enterprs/Tesoro	650.00
364967	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/CVHS	1,500.00
364968	1	TWO WAY DIRECT INC	SplsNonI/Sch Adm /FNMS	484.71
364969		VOID	VOID	0.00
364970	1	CDWG Inc	InstMtls/Instrctn/SCHS	83,154.26
364971	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/SCHS	8,330.00
364972	1	PC & MACEXCHANGE	NonCapEq/Instrctn/SCHS	8,404.50
364973	1	GOLDEN STAR TECHNOLOGY INC.	SplsNonI/Sch Adm /SCHS	2,080.00
364974		VOID	VOID	0.00
364975	1	UC REGENTS	CnfrNonI/SupvAdmn/Dstrctwd	3,150.00
364976	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	4,914.00
364977	1	FORENSIC ANALYTICAL CONSULTING	Rntl:Oth/RR:Bldgs/SCHS	5,998.94
364978	1	STAPLES ADVANTAGE	InstMtls/Instrctn/DHHS	1,083.23
364979	1	CDWG Inc	NonCapEq/TIS /Dstrctwd	303.82
364980	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	11,000.00
364981	1	TUCKER WILDLIFE SANCTRY	FieldTrp/Instrctn/ArroyoEl	498.00
364982	1	OCDE PAL PROGRAM	Serv& Op/Instrctn/Benedict	710.00
364983	1	GOPHER ATHLETIC	InstMtls/Instrctn/DHHS	576.35
364984	1	PORT VIEW PREPARATORY SCHOOL	Sub NPS /NPS /Dstrctwd	600.00
364985	1	HANOVER RESEARCH COUNCIL	CnsltNon/SupvAdmn/Dstrctwd	25,000.00
364986	1	MIND RESEARCH INSTITUTE	Serv& Op/SupvAdmn/Dstrctwd	6,040.84
364987		VOID	VOID	0.00
364988	1	ORBACH HUFF SUAREZ & HENDERSON	Legal /Gen Adm /Dstrctwd	250,000.00
364989	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/CVHS	1,500.00
364990		VOID	VOID	0.00
364991	1	APPLE INC	InstMtls/Instrctn/Dstrctwd	284.07
364992	1	COLLEGE BOARD - WRO	Conf:Ins/Instrctn/DHHS	35.00
364993	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/Dstrctwd	5,356.00
364994	1	CDWG Inc	NonCapEq/Instrctn/ArroyoMS	769.99
364995		VOID	VOID	0.00
364996	1	EPIC MACHINES INC.	SplsNonI/TIS /Dstrctwd	754.25
364997	1	CDWG Inc	InstMtls/Instrctn/DHHS	209.85
364998	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	1,467.43
364999	1	STAPLES ADVANTAGE	SplsNonI/HlthServ/Dstrctwd	312.48
365000	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	147.00
365001		VOID	VOID	0.00
365002		VOID	VOID	0.00
365003	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	77.35
365004	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	1,201.05
365005		VOID	VOID	0.00
365006	1	ALBUM CREATIVE STUDIOS INC	Serv& Op/Pub Info/Dstrctwd	5,950.00
365007	1	EDUPOINT EDUCATIONAL SYSTEMS	Serv& Op/SupvAdmn/Dstrctwd	4,500.00
365008	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	6,480.00
365009	1	EMERALD GROUP LLC DBA	Serv& Op/GuidCnsl/Dstrctwd	790.00
			Serv& Op/PrntPart/Dstrctwd	790.00
365010	1	LEVERAGE LEARNING GROUP INC	Serv& Op/SupvAdmn/Dstrctwd	13,200.00
365011		VOID	VOID	0.00

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365012	1	LORINDA LEE SIMPSON	Serv& Op/StDev In/Dstrctwd	39,000.00
365013	1	COMMUNITY PARTNERS	CnsltSvs/Instrctn/Dstrctwd	19,500.00
365014	1	SP CONTROLS	InstMtls/Instrctn/ArroyoMS	129.30
365015	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	21,930.57
365016		VOID	VOID	0.00
365017	1	BACKUS & ERNST LLP	Legal /SupvAdmn/Dstrctwd	2,000.00
365018	1	TWO WAY DIRECT INC	SpplsNonI/Sch Adm /Concordi	120.46
365019		VOID	VOID	0.00
365020	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	1,077.00
365021	13	Elk Grove Auto/WinnerChevrolet	LrgEqip/FoodServ/Dstrctwd	26,119.20
365022	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Las Palm	462.05
365023	13	DOWNTOWN FORD SALES	LrgEqip/FoodServ/Dstrctwd	72,247.51
365024	1	THE COLLEGE BLUEPRINT	CnsltSvs/Instrctn/Dstrctwd	9,700.00
365025		VOID	VOID	0.00
365026	1	STAFFREHAB	Sub NPA /NPA /Dstrctwd	40,000.00
365027	25	GUIDA SURVEYING INC.	BI:CTest/Fac Acq /EMS	4,440.00
365028	14	LANDMARK MECHANICAL	Bldg Imp/Fac Acq /DHHS	25,000.00
365029	1	EDUCATIONAL DESIGN LLC	PrepdExp/Undesig /Dstrctwd	4,425.00
365030	13	FAIRBANK, MASLIN, MAULLIN,	CntrctFd/FoodServ/Dstrctwd	5,000.00
365031	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	23,575.00
365032	1	S T A R ACADEMY	Serv& Op/SupvAdmn/Dstrctwd	5,000.00
365033	1	CDWG Inc	InstMtls/Instrctn/Bergeson	74.18
365034	1	S T A R ACADEMY	CnsltSvs/Instrctn/Dstrctwd	3,025.00
365035	1	APPLE INC	InstMtls/Instrctn/Oak Grv	1,653.49
365036	1	APPLE INC	SpplsNonI/M&OUnrOH/Dstrctwd	826.75
365037	1	MORRIS, ROBIN LEE	CnsltNon/PsychSer/Dstrctwd	1,250.00
365038	1	PROFESSIONAL TUTORS OF AMERICA	CnsltSvs/SE0thIns/Dstrctwd	5,000.00
365039	1	BSN SPORTS	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
365040	1	BSN SPORTS	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
365041	1	RIDDELL	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
365042	1	RIDDELL	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
365043	1	RANCHO MISSION VIEJO LAND	FieldTrp/Instrctn/ArroyoEl	920.00
365044	1	RIDDELL	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
365045	1	RIDDELL	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
365046	1	HEALTH CONNECTED	Serv& Op/SupvAdmn/Dstrctwd	10,309.90
365047		VOID	VOID	0.00
365048		VOID	VOID	0.00
365049	1	PLUM GEEK LLC	NonCapEq/Instrctn/Dstrctwd	2,450.22
365050	14	KNORR POOL SYSTEMS INC	Bldg Imp/Fac Acq /Tesoro	6,397.29
365051	1	LEADERSHIP ASSOCIATES LLC	Serv& Op/Prsnl:HR/Dstrctwd	4,725.00
365052	25	ORBACH HUFF SUAREZ & HENDERSON	Legal /Fac Acq /Dstrctwd	20,000.00
365053	40	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	494.23
365054	1	WHY TRY INC	SpplsNonI/SupvAdmn/Dstrctwd	99.00
365055	1	PORT VIEW PREPARATORY SCHOOL	Sub NPS /NPS /Dstrctwd	600.00
365056	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	10,900.00
365057	1	APPLE INC	InstMtls/Instrctn/GrgWhite	467.19
365058	1	SCHOOL HEALTH CORPORATION	SpplsNonI/Sch Adm /LRMS	665.42
			SpplsNonI/Sch Adm /LadraElm	665.45
365059	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/CVHS	7,931.35
365060	1	REV.COM INC	Serv& Op/SupvAdmn/Dstrctwd	165.00

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365061	1	SWEETWATER SOUND	InstMtls/Instrctn/Tesoro	3,635.40
365062	1	CDWG Inc	SpplsNonI/Prsnl:HR/Dstrctwd	488.11
365063	14	5M CONTRACTING INC	Bldg Imp/Fac Acq /DHHS	11,700.00
365064		VOID	VOID	0.00
365065	1	CULVER-NEULIN	SpplsNonI/Sch Adm /ANHS	299.55
365066	1	DELTA EDUCATION	NonCapEq/Instrctn/Concordi	14,583.16
365067	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	3,950.24
			Sub NPS /NPS /Dstrctwd	21,382.98
365068	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	6,000.00
			Sub RTC /NPS /Dstrctwd	9,375.00
			Sub MHBC/NPS /Dstrctwd	32,137.00
			Sub MHBC/PsychSer/Dstrctwd	32,137.00
365069	1	ECE4AUTISM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	1,651.00
365070	1	HAAN CRAFTS	InstMtls/Instrctn/DJAMS	1,000.00
365071	1	VECTOR RESOURCES INC. dba	Serv& Op/TIS /Dstrctwd	1,400.00
365072	1	JANE MORE	Serv& Op/Instrctn/Our Savr	328.00
365073		VOID	VOID	0.00
365074	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /RH Dana	203.00
365075	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	313.36
365076	1	CDWG Inc	SpplsNonI/Bus/Fisc/Dstrctwd	33.00
365077	1	LOREN JOHNSON	Serv& Op/Instrctn/Our Savr	328.00
365078	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	205.00
365079	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	265.00
365080		VOID	VOID	0.00
365081	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	545.00
365082	1	BUREAU EDUCATION & RESEARCH	CnfrNonI/SupvAdmn/Dstrctwd	245.00
365083	1	FCMAT	Serv& Op/Bus/Fisc/Dstrctwd	3,000.00
365084	1	CDWG Inc	NonCapEq/Instrctn/LFMS	847.69
365085	1	CDWG Inc	InstMtls/Instrctn/CVHS	1,034.20
365086	1	CDWG Inc	InstMtls/SEOTHins/Dstrctwd	244.57
365087	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOTHins/Dstrctwd	24.50
365088	1	CDWG Inc	NonCapEq/FacPlann/Dstrctwd	1,407.59
365089	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/OsoGrand	1,452.50
365090	1	GOPHER ATHLETIC	InstMtls/Instrctn/OsoGrand	171.16
365091	1	HUMANWARE	NonCapEq/SEOTHins/Dstrctwd	5,415.11
365092	1	COSTCO S.J.C.	SpplsNonI/HlthServ/Dstrctwd	507.50
365093	1	EARTHQUAKE MANAGEMENT	SpplsNonI/Sch Adm /LadraElm	2,374.03
365094	1	COSTCO S.J.C.	SpplsNonI/HlthServ/Dstrctwd	507.50
365095	1	COSTCO S.J.C.	SpplsNonI/GuidCnsl/Dstrctwd	1,015.00
365096	1	BELK, MAUREEN	Serv& Op/NPS /Dstrctwd	1,500.00
365097	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /San Juan	304.50
365098	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	1,000.00
365099	1	CDWG Inc	InstMtls/Instrctn/NHMS	239.21
365100	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/PuplTest/Dstrctwd	111.92
365101	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	150.00
365102	1	REEL LUMBER SERVICE	InstMtls/Instrctn/FNMS	500.00
365103	1	TIME CLOCK PLUS	NonCapEq/PuplTran/Dstrctwd	3,900.00
365104	1	TIME CLOCK PLUS	NonCapEq/PuplTran/Dstrctwd	40.48
365105	1	HERITAGE WINDOW COVERING	Rntl:Oth/RR:Bldgs/LRMS	1,245.00

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PO No.	Fund	Vendor	Description	Amount
365106	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	121.62
365107	1	SPORTS IMPORTS INC	InstMtls/Instrctn/SCHS	1,284.25
365108	1	ENVIRONMENTAL NATURE CENTER	Serv& Op/Instrctn/Bathgate	700.00
365109	1	FRED PRYOR SEMINARS	CnfrNonI/Purch /Dstrctwd	199.00
365110		VOID	VOID	0.00
365111	1	HEINEMANN	InstMtls/Instrctn/LadraElm	59.80
365112	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Las Palm	530.00
365113	1	PERMA-BOUND	Bks&Ref /Instrctn/Las Palm	1,230.00
365114	1	MEIZHOU CHINESE	K-8Textb/Instrctn/Dstrctwd	565.69
365115	1	PERMA-BOUND	K-12Text/Instrctn/SJHHS	1,194.73
365116	1	PERMA-BOUND	K-12Text/Instrctn/SCHS	1,197.50
365117	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/SCHS	1,197.22
365118	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	660.00
365119	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	914.33
365120	1	LIFETRENDS GROUP	SpplsNonI/Sch Adm /OsoGrand	231.49
365121		VOID	VOID	0.00
365122		VOID	VOID	0.00
365123	14	CDWG Inc	Serv& Op/Fac Acq /Dstrctwd	6,803.00
365124	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Las Palm	216.00
365125	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/FacPlann/Dstrctwd	140.00
365126		VOID	VOID	0.00
365127		VOID	VOID	0.00
365128	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Saf&Trng/Dstrctwd	660.00
365129	1	APPLE INC	SpplsNonI/Sch Adm /FNMS	155.16
365130	1	DENNIS PATRICK HANNA	Serv& Op/RR:Bldgs/Dstrctwd	9,235.00
365131		VOID	VOID	0.00
365132		VOID	VOID	0.00
365133	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SJHHS	145.46
365134	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/LadraElm	37.15
365135	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	10,228.60
365136	1	SANTA ANA ZOO	FieldTrp/Instrctn/ArroyoEl	630.00
365137	1	VERIZON WIRELESS	Cmmnctns/HlthServ/Dstrctwd	944.24
365138		VOID	VOID	0.00
365139	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	165.00
365140	1	CDWG Inc	InstMtls/Instrctn/Marblehd	1,464.14
365141	1	LAW OFFICES OF CRAIG P.	Legal /Board /Dstrctwd	40,000.00
365142	1	LEADERSHIP ASSOCIATES LLC	CnsltNon/Supt /Dstrctwd	34,110.00
365143	1	MEET THE MASTERS INC	Serv& Op/Instrctn/Wood Cyn	1,340.70
365144	1	LEADERSHIP ASSOCIATES LLC	Serv& Op/Prsnl:HR/Dstrctwd	15,500.00

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Warrant Number	Name of Payee	Reference Number	Amount
232638	AFFILIATED PACKAGING SPEC	PV-173075	529.00
		PV-173076	349.00
232639	CAL TROPIC	PV-173072	4,492.80
232640	CALIFORNIA DEPT. OF EDUCATION	PV-173052	1,430.00
232641	Ceja, Alejandro	PV-173009	34.56
232642	DOMINO'S PIZZA	PV-173080	12,789.00
232643	ECOLAB PEST ELIMINATION	PV-173041	173.05
		PV-173042	180.84
		PV-173043	180.84
		PV-173044	182.58
		PV-173045	180.84
		PV-173046	181.71
		PV-173047	90.42
		PV-173048	67.81
		PV-173049	67.81
		PV-173050	90.42
232644	GALASSO'S BAKERY	PV-173022	297.60
		PV-173023	298.84
		PV-173024	367.91
		PV-173025	440.90
		PV-173026	246.20
		PV-173027	458.75
		PV-173028	377.75
		PV-173029	94.75
		PV-173030	158.10
		PV-173031	161.30
		PV-173032	140.00
		PV-173033	77.20
		PV-173034	95.70
		PV-173035	122.95
		PV-173036	82.07
		PV-173037	62.40
		PV-173038	49.45
		PV-173039	15.25
		PV-173040	2,307.25
232645	Leung 03, Matthew	PV-173051	159.00

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Warrant Number	Name of Payee	Reference Number	Amount
232646	MILLER MECHANICAL	PV-172990	565.43
		PV-172991	425.78
		PV-172992	499.26
		PV-172993	100.00
		PV-172994	396.52
		PV-172995	560.62
		PV-172996	100.00
		PV-172997	175.00
		PV-172998	1,031.57
		PV-172999	376.95
		PV-173000	127.80
		PV-173001	370.70
		PV-173002	420.49
		PV-173003	232.95
		PV-173004	150.00
		PV-173005	370.23
		PV-173006	2,555.90
232647	MOORE , SANDIE	PV-173020	91.80
232648	NOSAJ DISPOSABLES INCORPORATED	PV-173008	1,814.40
232649	OFFICE DEPOT	PV-173007	70.19
232650	P & R PAPER SUPPLY COMPANY	PV-173021	12,370.58
232651	SAN JOSE STATE UNIV	PV-173011	125.00
232652	SCSNA ATTN: SUZY SAYRE	PV-173010	290.00
232653	VALLEY FRUIT AND PRODUCE CO.	PV-173053	2,996.20
232654	VERIZON WIRELESS	PV-172989	370.02
232655	CAPISTRANO CONNECTIONS ACADEMY	PO-360073	1,441,939.00
232656	CERTIFIED TRANSPORTATION	PV-173077	3,514.47
232657	COMMUNITY ROOTS ACADEMY	PO-360075	274,852.00
232658	DMV RENEWAL	PV-173054	10.00
232659	HOWARD TECHNOLOGY SOLUTIONS	PO-363773	24.50
		PO-364005	7,350.00
232660	JOURNEY CHARTER SCHOOL	PO-360072	207,248.00
232661	OCEAN INSTITUTE	PO-363171	3,090.00
232662	OPPORTUNITY FOR LEARNING	PO-360071	59,645.00
232663	ORANGE COUNTY ACADEMY OF	PO-360405	112,681.00
232664	OXFORD ACADEMY	PO-360074	400,952.00
232665	PALI MOUNTAIN INSTITUTE	PO-360040	18,693.32
		PO-364757	18,260.00
232666	SOUTH COAST ROP	PO-361205	159,000.00
232667	XEROX CORPORATION	PO-360629	111,163.16
		PO-360630	52,475.04
		PO-360631	25,395.30
		PO-360632	530.52

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Warrant Number	Name of Payee	Reference Number	Amount
232668	OPPORTUNITY FOR LEARNING	PV-173081	13,420.00
		PV-173082	35,291.43
		PV-173083	11,465.00
232669	AT&T	PO-360312	64.46
232670	MARTIN ZETTEL INC	PO-362038	398.54
232671	MESA GOLF CARTS	PO-361102	3,797.50
232672	MHS	PO-364212	231.66
232673	MILLER MECHANICAL	PO-362485	5,096.00
232674	MOBILE COMMUNICATIONS REPAIR	PO-364537	2,443.77
232675	MOBILE FLEET WASH	PO-362167	924.00
232676	NASCO MODESTO	PO-360825	68.17
		PO-364552	42.69
232677	NATIONAL CONTROLS INC	PO-362360	308.58
232678	NEW PIG CORPORATION	PO-360811	674.66
232679	NEWS 2 YOU	PO-364192	2,868.28
232680	O'REILLY AUTOMOTIVES INC	PO-361832	15.45
		PO-363281	159.24
232681	OFFICE DEPOT	PO-360315	261.58
		PO-360696	1,261.85
		PO-360700	56.62
		PO-360706	17.24
		PO-361014	237.36
232682	PEP BOYS	PO-360814	73.20
232683	PINNACLE PETROLEUM INC	PO-363656	35,769.62
232684	REFRIGERATION SUPPLIES	PO-364195	2,631.25
232685	RINCON TRUCK CENTER INC	PO-361828	519.54
		PO-363882	589.50
232686	ROYAL PAPER CORPORATION	PO-360102	278.43
232687	SIMPSON IRVINE INC	PO-362143	1,684.17
232688	SMARDAN SUPPLY COMPANY	PO-360214	4,407.34
232689	SMART & FINAL	PO-360519	36.27
		PO-360547	381.40
		PO-360548	63.31
		PO-360571	327.57
		PO-360919	228.19
		PO-360923	12.76
		PO-361220	89.77
		PO-362237	270.93
		PO-362532	116.54
		PO-362585	185.68
		PO-362878	195.79
		PO-363265	437.94
		PO-363387	89.31
		PO-364579	87.95

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232690	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-360293	172.78
		PO-360295	523.95
		PO-360297	47.78
		PO-360298	125.54
		PO-360302	229.49
		PO-360306	68.41
		PO-360308	82.24
		PO-360408	8.23
		PO-360409	15.10
		PO-360498	51.30
		PO-360714	58.16
		PO-360716	1,744.33
		PO-360720	129.87
		PO-360721	109.06
		PO-360722	139.89
		PO-360727	173.37
		PO-360737	347.72
		PO-360738	197.17
		PO-360739	157.33
		PO-360740	342.88
		PO-360743	113.85
		PO-360745	7.28
		PO-360747	724.58
		PO-360748	160.96
		PO-360750	104.41
		PO-360758	184.51
		PO-360759	237.99
		PO-360760	756.58
		PO-360761	259.79
		PO-360764	468.97
		PO-360766	99.77
		PO-360824	1,178.93
		PO-361118	505.24

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Warrant Number	Name of Payee	Reference Number	Amount
232691	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361118	77.27-
		PO-361119	161.76
		PO-361123	972.00
		PO-361385	54.18
		PO-361386	425.56
		PO-361509	80.44
		PO-361559	55.30
		PO-361641	1,219.71
		PO-361799	122.47
		PO-361800	644.72
		PO-362055	92.91
		PO-362056	84.34
		PO-362439	230.85
		PO-363233	279.16
		PO-363617	319.12
		PO-363684	120.63
		PO-364052	1,238.59
		PO-364337	202.06
		PO-364385	14.17
		PO-364433	118.37
		PO-364435	358.39
232692	TARGET SPECIALTY PRODUCTS	PO-360107	271.64
		PO-364355	467.63
232693	TEL TEC SECURITY SYSTEMS INC	PO-356794	27,777.16
232694	UNIQUE SWEEPING	PO-362180	281.00
232695	US AIR CONDITIONING DIST.	PO-360130	1,749.60
232696	VERIZON WIRELESS	PO-360221	3,428.73
232697	WATERLINES TECHNOLOGIES INC	PO-360239	1,938.05
		PO-362619	2,574.53
232698	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361320	231.69
		PO-361321	1,305.40
232699	CITY OF SAN JUAN CAPISTRANO	PO-360109	13,098.91
232700	CONSOLIDATED ELECT DISTR	PO-360237	1,732.82
232701	GOVERNMENT FINANCIAL	PO-363023	15,016.02
232702	MOULTON NIGUEL WATER	-	
		PO-360111	13,725.99
232703	MOULTON NIGUEL WATER	PO-360111	1,064.38
232704	SAN DIEGO GAS & ELECTRIC	PO-360310	116,563.77
232705	SANTA MARGARITA WATER	PO-360112	4,224.97
232706	SO CAL GAS CO	PO-360224	29,712.97
232707	SOUTH COAST FIRE PROTECTION	PO-361654	2,240.00
232708	SOUTH COAST WATER DISTRICT	PO-360113	5,583.73
232709	SOUTHERN CALIFORNIA EDISON	PO-360309	22,292.25
232710	KNOWLAND CONSTRUCTION SERVICES	PO-363652	28,815.00

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Warrant Number	Name of Payee	Reference Number	Amount
232711	KNOWLAND CONSTRUCTION SERVICES	PO-357137	20,480.00
		PO-357138	25,500.00
232712	PAUL C MILLER CONSTRUCTION CO	PO-363277	101,035.03
232713	PAUL C MILLER CONSTRUCTION CO	PO-363277	37,674.06
232714	PAUL C MILLER CONSTRUCTION CO	PO-363277	15,412.11
232715	PAUL C MILLER CONSTRUCTION CO	PO-363277	17,124.57
232716	A Z BUS SALES INC	PO-360804	2,183.14
232717	ABSOLUTE COMMUNICATIONS INC	PO-360132	729.00
232718	ACCURATE AIR ENGINEERING INC	PO-360606	560.73
232719	ALISO NIGUEL AUTO CARE	PO-362282	4,099.41
232720	AMS	PO-360077	297.74
		PO-364686	1,808.75
232721	APPLE EDUCATION FINANCE	PO-364291	520.32
232722	AUTOLIFT SERVICES	PO-362470	54,263.20
232723	BAYSCAN	PO-364363	224.50
232724	BIOMETRICS4ALL INC	PO-360558	54.00
232725	BLAIRS TOWING INC	PO-363529	450.00
232726	BRAIN POP LLC	PO-364042	1,695.00
232727	BUSWEST	PO-362412	118.53
232728	CA. FACILITY SPECIALTIES INC	PO-364082	693.00
232729	CAL-STATE AUTO PARTS INC	PO-360805	578.35
232730	CAMCOR INC	PO-363565	340.18
232731	DELTA EDUCATION	PO-364088	385.40
232732	DON JOHNSTON INC.	PO-362880	1,293.41
232733	FACTORY MOTOR PARTS	PO-360808	24.97
232734	FASTENAL	PO-363824	618.19
232735	FLAGHOUSE INC	PO-364172	332.10
232736	FOLLETT SCHOOL SOLUTIONS INC	PO-364549	71,473.50
232737	GALLUP INC	PO-364463	249.75
232738	GOLDEN STAR TECHNOLOGY INC.	PO-363432	260.00
		PO-363479	520.00
		PO-363493	260.00
		PO-363498	260.00
		PO-363579	260.00
		PO-363609	260.00
		PO-363849	260.00
		PO-363858	520.00
		PO-363890	260.00
		PO-364060	260.00
		PO-364067	260.00
		PO-364075	520.00
		PO-364281	260.00
232739	GOPHER ATHLETIC/SPORTS	PO-364540	659.20
232740	J W PEPPER & SON INC	PO-360823	326.42
232741	IRON MOUNTAIN	PO-362308	248.59

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Warrant Number	Name of Payee	Reference Number	Amount
232742	ALTERNATIVE COMM SVCS	PO-360065	3,693.75
232743	BEACON DAY SCHOOL	PO-361849	8,361.07
232744	LAURA S. PHILLIPS	PO-360030	1,240.00
232745	MARDAN CENTER OF ED	PO-361239	2,633.10
		PO-361245	2,633.10
		PO-361317	2,808.64
		PO-361524	2,808.64
		PO-361851	2,808.64
		PO-363374	2,808.64
		PO-363375	2,808.64
		PO-363452	2,633.10
232746	MOORE, BETH	PO-360059	100.00
		PO-363666	450.00
232747	OCEANVIEW SCHOOL	PO-361315	2,664.00
		PO-361523	2,544.00
		PO-361676	2,784.00
		PO-361926	2,664.00
		PO-361929	2,664.00
		PO-362124	1,554.00
		PO-362175	2,904.00
		PO-362831	888.00
		PO-362832	2,664.00
		PO-362833	2,724.00
		PO-363451	2,242.38
		PO-363689	2,664.00
		PO-363742	1,458.00
		PO-363880	1,620.00
		PO-363972	2,456.11
		PO-364002	2,112.00
		PO-364010	768.00
		PO-364127	2,220.00
		PO-364130	2,664.00
		PO-364422	2,784.00
		PO-364423	1,554.00
232748	ORANGE CTY DEPT EDUC	PO-364087	875.00
232749	SENECA FAMILY OF AGENCIES	PO-362796	14,820.00
232750	SOLIANANT HEALTH INC	PO-360035	6,834.00
		PO-362343	11,400.00
232751	WOODWARD ACADEMY	PO-364147	13,320.00
		PO-364628	12,768.00
232752	BARTLETT, MIKE	PV-173086	2,703.67
232753	CORVEL CORPORATION INC	PO-361158	85,427.00
232754	CAPISTRANO UNIFIED SCHOOL DIST	CM-170148	1.75-
		CM-170149	2.29-
		PO-360337	24,983.36

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Warrant Number	Name of Payee	Reference Number	Amount
232755	CHLIC-CHICAGO	PO-360334	25,215.19
		PO-360336	16,649.95
232756	MEBA C/O	PO-360339	3,950,929.36
232757	UNUM LIFE INSURANCE	PO-360338	13,191.22
232758	AMERICAN BANKERS INSURANCE	PO-364775	60,997.00
232759	SO CAL GAS CO	PO-363826	3,252.35
232760	AVILA, LOURDES	PV-173058	13.00
232761	COOK, CINDY	PV-173063	80.00
232762	FARRIS, CHASE	PV-173061	14.00
232764	HILL, CURT	PV-173060	15.00
232765	KREUER, KENT	PV-173059	26.00
232766	LEGG, WILLIAM/LISA	PV-173066	87.00
232767	RAES, DEBBIE	PV-173071	45.98
232768	YOUNG, SIAN	PV-173056	19.42
232769	HALL, DAWNIELLE	PV-173067	20.00
232770	HERSCHER, DAWN	PV-173069	200.00
232771	HUETHER, HEATHER	PV-173070	400.00
232772	MEZA, NICOLE	PV-173062	525.00
232773	NOORZAD, MANSOUREH	PV-173055	21.72
232774	PROBST, KRISTI	PV-173065	550.00
232775	SKINNER, ANDREA	PV-173057	400.00
232776	CHAK, AMBREEN	PV-173068	4.66
232777	ADVANCED ENERGY PRODUCTS CORP	PO-363896	2,174.85
232778	ADVANTAGE WEST INVESTMENT	PO-361124	49,427.92
232779	AIR CONDITIONING CONTROL SYS	PO-361090	925.00
		PO-364688	150.00
232780	ANIMAL PEST MANAGEMENT SERVICE	PO-361091	4,810.00
232781	ARTESIA SAWDUST	PO-360088	3,657.10
232782	BATTERIES PLUS	PO-360137	577.84
232783	BEACH CITIES GLASS INC	PO-360979	2,049.72
232784	BEE MAN	PO-361863	1,025.00
232785	BOYCE INDUSTRIES	PO-361468	334.73
232786	CARZ PRODUCTS INC.	PO-360090	945.00
232787	CDW GOVERNMENT	PO-364076	51.69
232788	CINTAS CORP #640	PO-362004	1,843.88
		PO-362005	928.15
		PO-362074	115.32
232789	CINTAS FIRST AID & SAFETY	PO-364155	475.08
232790	COAST RECREATION	PO-360141	471.60
232791	COMPLETE OFFICE OF CA	PO-360678	81.74
		PO-360867	389.95
		PO-361042	107.39
232792	CROWN VALLEY TRANS	PO-361073	50.00
232793	DENAULT'S HARDWARE	PO-362072	76.35
232794	DENAULT'S HARDWARE	PO-360598	78.76

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232795	DOHENY PLUMBING	PO-363869	152.51
		PO-364440	170.49
232796	DUNN-EDWARDS CORP	PO-360168	350.04
232797	EWING IRRIGATION PRODUCTS INC	PO-362144	614.14
232798	GLEN PRODUCTS	PO-360171	849.49
232799	GOPHER ATHLETIC/SPORTS	PO-364607	776.15
232800	HD SUPPLY CONSTRUCTION AND	PO-360123	1,412.08
232801	HIRSCH PIPE & SUPPLY	PO-360174	454.86
232802	THE ALARM AND SPRINKLER CO INC	PO-363210	3,977.40
232803	LAKESHORE LEARNING MATLS	PO-361342	359.45
232804	PAUL C MILLER CONSTRUCTION CO	PO-363278	227,885.48
232805	WAL MART COMMUNITY/RFCSELLC	PO-360551	35.48
		PO-363797	210.09
		PO-363851	151.05
		PO-364231	323.87
232806	WAL MART COMMUNITY/RFCSELLC	PO-360932	17.40
		PO-361226	79.20
		PO-362856	129.03
		PO-363383	290.12
		PO-363385	822.25
232807	LEGOLAND CALIFORNIA RESORT	PO-363791	1,016.00
232808	APPLE EDUCATION FINANCE	PO-363560	412.32
232809	BEE BUSTERS INC	PO-364659	150.00
232810	CALIFORNIA YOUTH SERVICES	PO-364626	154.61
232811	EBSCO	PO-364591	2,750.00
232812	GANAHL LUMBER	PO-360170	4,770.17
232813	LAWNMOWERS ETC INC	PO-360100	106.37
		PO-361646	4,487.01
232814	LOCAL JANITORIAL & VACUUM	PO-360080	331.78
		PO-361095	1,166.67
232815	SCHOOL HEALTH CORPORATION	PO-364548	38.22
232816	TRIARCO ARTS & CRAFTS	PO-362050	139.90

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Warrant Number	Name of Payee	Reference Number	Amount
232817	A & R WHOLESALE DISTRIBUTORS	PV-173090	3,598.88
		PV-173091	5,049.57
		PV-173092	1,697.21
		PV-173093	2,122.51
		PV-173094	6,996.36
		PV-173095	5,857.67
		PV-173096	5,919.70
		PV-173097	440.72
		PV-173098	2,736.97
		PV-173099	1,970.75
		PV-173100	3,391.67
		PV-173101	3,675.46
		PV-173102	5,224.74
		PV-173103	2,608.13
		PV-173104	3,106.91
		PV-173105	4,756.22
		PV-173106	4,530.50
		PV-173107	2,982.35
		PV-173108	1,727.00
		PV-173109	601.02
		PV-173110	82,804.19
232818	OFFICE DEPOT	PV-173087	131.43
		PV-173088	215.98
		PV-173089	119.20
232819	FORD, DEON	PV-173123	260.28
232820	GODDARD, ALEXIS	PV-173124	23.22
232821	HOBY REGISTRATION	PO-364574	545.00
232822	MCGOWEN, DANIELLE	PV-173156	43.42
232823	OCDE	PO-362288	399.00
232824	PIANTA, REBECCA	PV-173169	78.41
232825	WEIS-DAUGHERTY, DENISE	PV-173111	11.88
232826	ZARABIA, AMAYRANI	PV-173264	439.34
232827	APPLE LEARNING COMPANY	PO-363096	870.00
232828	BIO-ACOUSTICAL ENG CORP	PO-361291	30,600.00
232829	CAMPCO	PO-361958	16,881.25
232830	CLUB Z! IN-HOME TUTORING	PO-363098	4,125.00
232831	GAYLE PARIDE	PO-361281	495.00
232832	GOODWILL INDUSTRIES OF ORANGE	PO-362277	150.00
		PO-363677	6,975.00
232833	HATCH & CESARIO	PO-361978	11,492.60
232834	LCRA TRUST	PO-361283	4,900.00
232835	LEADERSHIP ASSOCIATES	PO-362609	13,950.00
232836	MEET THE MASTERS	PO-361232	2,156.00
232837	PROFESSIONAL TUTORS OF AMERICA	PO-361254	687.50
232838	PROFESSIONAL TUTORS OF AMERICA	PO-363046	7,550.00

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232839	REGENTS UC	PO-363251	5,920.00
232840	S T A R ACADEMY	PO-362594	192.50
		PO-364258	921.25
232841	YMCA OF ORANGE COUNTY	PO-360044	10,460.88
		PO-360047	5,420.01
		PO-360048	9,630.52
232842	REGENTS UC	PO-363251	13,200.00
232843	STEIN, CHRISTINE	PO-362328	2,470.00
232844	US BANK CORP PAYMENT SYSTEM	PV-173073	4,720.15
232845	US BANK CORP PAYMENT SYSTEM	PV-173074	4,703.66
232846	US BANK CORP PAYMENT SYSTEM	PV-173079	3,960.54
232847	CROWE, ROBERT AND VIRGINIA	PO-364128	540.00
232848	DIAMOND RANCH ACADEMY INC	PO-364295	12,294.90
232849	GARY AND JILL DORRIS	PO-363509	14,750.00
232850	JENNIFER TONEY SPEECH	PO-360021	2,880.00
232851	KATIA TOSCANO AND MICHAEL	PO-363839	4,350.00
232852	LYNETT AND MATTHEW CRANE	PO-363833	1,350.01
232853	MAHER, CHRISTOPHER & LESLIE	PO-363682	2,703.75
232854	ORANGE CTY DEPT EDUC	PO-361739	148,274.23
		PO-361740	190,617.90
		PO-361741	301,168.50
232855	SALLY EDWARDS	PO-364808	1,500.00
232856	STEVEN AND MELANIE SMITH	PO-362987	585.00
232857	TENLEY LERCH	PO-363832	4,612.50
232858	WINGARD, RICHARD AND LORENA	PO-362727	750.00
232859	ADAMSON, CORAL	PV-173112	160.92
232860	ANDERSON CANIZALES, JULIE	PV-173113	100.98
232861	ANDERSON, NEIL	PV-173114	145.80
232862	AVERA, STEPHANIE	PV-173115	309.42
232863	BARTALUZZI, SAMUEL	PV-173180	14.04
232864	BAUER, GINAEA	PV-173116	4.32
232865	BIRKINSHAW, SANDY	PV-173117	124.74
232866	BROOKMAN, JOSEPH	PV-173118	251.10
232867	BUCKMAN, JENNIFER	PV-173119	95.58
232868	BUTLER, SUSAN	PV-173120	82.62
232869	CANDELARIO, MYLA	PV-173121	89.64
232870	CARDIN, PATTI	PV-173122	122.58
232871	CAUDILL, AMANDA	PV-173137	198.18
232872	CHICAS, CARLOS	PV-173138	330.48
232873	CHRISTMAN-STURM, TRACY	PV-173139	63.18
232874	COPPAGE, CARRI	PV-173141	64.80
232875	CORTEZ, ROXANNE	PV-173142	129.60
232876	COX, ASHLEIGH	PV-173143	113.94
232877	CROSS, MELINDA	PV-173144	135.54
232878	CURIEL, MICHELE	PV-173145	104.76

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232879	CURLEY, JULIE	PV-173146	93.42
232880	DINSMOOR, JOY	PV-173147	48.60
232881	ENGELSON, EMILY	PV-173148	151.74
232882	ENRIQUEZ, MICHELLE L	PV-173149	185.00
232883	FITZHUGH, MARLENE	PV-173150	65.88
232884	FLYNN, MARGARET	PV-173151	133.92
232885	FRIEDLANDER, DOROTHY	PV-173152	135.54
232886	GILL, ARVINDER	PV-173153	165.24
232887	GOLDBECK, MELISSA	PV-173154	111.24
232888	GONZALES, KATHLEEN	PV-173155	92.88
232889	GRAY, MONTSE	PV-173158	105.30
232890	HAMMOND, DARCY	PV-173159	130.68
232891	HARVEY, LAUREN	PV-173161	72.90
232892	HAUN, BARBARA	PV-173162	265.68
232893	HERNANDEZ, REAGAN	PV-173163	221.40
232894	HEWITT, CELESTE	PV-173164	134.46
232895	HILL, DAWN	PV-173165	108.54
232896	HOOPER, GWYNETH	PV-173166	11.88
232897	JANICKI, LINDA	PV-173167	3.78
232898	JONES, DAVINE	PV-173168	282.96
232899	JONES, JOSEPH	PV-173170	58.86
232900	KATO, WENDI	PV-173171	43.20
232901	KELLMAN, KATHLEEN	PV-173172	90.18
232902	KIMINAS, ANTHONY	PV-173173	145.80
232903	KLISTER, PAMELA	PV-173174	58.86
232904	KOLENIC, NICOLE	PV-173175	79.38
232905	KOPELSON, KATHLEEN	PV-173176	106.38
232906	LACHEMANN, DINA	PV-173177	76.68
232907	LAIDLEY, JOANIE	PV-173178	37.26
232908	LEWIS, SHARON A.	PV-173179	111.24
232909	COPE, MARY	PV-173140	92.34
232910	HARMAN, NANCY	PV-173160	126.90
232911	AARDVARK CLAY	PO-363232	3,141.15
232912	ABSOLUTE COMMUNICATIONS INC	PO-360132	642.60
232913	ACADEMIC THERAPY PUBL	PO-364179	1,140.48
232914	ADVANCED ENERGY PRODUCTS CORP	PO-364836	7,344.00
232915	AGUINAGA GREEN, INC	PO-364264	615.60
232916	AWARDS 'N MORE	PO-364750	205.74
232917	BERTRAND'S MUSIC	PO-363687	336.91
		PO-364259	170.73
232918	C D T INC.	PO-364818	1,829.24
232919	CAMCOR INC	PO-364535	36.47
232920	CAROLINA BIOLOGICAL SUPPLY CO	PO-364544	2,831.97

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232921	CDW GOVERNMENT	PO-361181	206.61
		PO-363763	222.74
		PO-364275	395.83
		PO-364576	165.08
		PO-364630	450,000.00
		PO-364670	57.78
232922	COMPLETE OFFICE OF CA	PO-360658	333.85
		PO-362570	65.26
232923	DEWEYS HOME APPLIANCES	PO-362914	1,619.89
232924	E SPECIAL NEEDS LLC	PO-364089	1,693.95
232925	EASTBAY INC	PO-364330	400.00
		PO-364798	916.28
232926	ENABLING DEVICES	PO-364457	113.95
232927	FASTENAL	PO-361583	305.46
232928	FLINN SCIENTIFIC INC	PO-364553	203.96
232929	FOLLETT SCHOOL SOLUTIONS INC	PO-364122	403.41
232930	HERITAGE WINDOW COVERING	PO-361749	1,530.00
232931	JMG SECURITY SYSTEMS	PO-364708	1,370.00
232932	KAPLAN EARLY LEARNING CO.	PO-364525	657.93
232933	KELLY PAPER COMPANY	PO-360626	353.71
232934	LAKESHORE LEARNING MATLS	PO-364541	491.45
232935	LANDMARK MECHANICAL	PO-364710	408.00
232936	ACCELA INC	PO-363601	1,000.00
232937	BIG UNIVERSE INC	PO-360886	1,999.00
232938	EXPLORE LEARNING	PO-364331	2,000.00
232939	HERITAGE MUSEUM OF OC	PO-364733	480.00
232940	HOWARD TECHNOLOGY SOLUTIONS	PO-364631	36,750.00
232941	PALI MOUNTAIN INSTITUTE	PO-363235	6,277.50
232942	RILEY'S AMERICAN HERITAGE FARM	PO-363879	1,701.00
232943	TIME CLOCK PLUS	PO-360447	4,275.00
232944	NAKACHI, TOMMY	PV-173241	1,915.20
232945	AMT SYSTEMS INC	PO-362129	198.41
232946	APEX AUDIO	PO-363804	488.09
232947	APPLE COMPUTER INC	PO-363177	118.75
232948	BERGMAN DACEY GOLDSMITH	PO-364812	82.50
232949	CITY OF SAN CLEMENTE	PO-360091	30,217.35
232950	CITY OF SAN JUAN CAPISTRANO	PO-360109	3,988.38
232951	COALITION FOR ADEQUATE SCHOOL	PO-364704	1,061.00
232952	CONSOLIDATED ELECT DISTR	PO-360237	524.76
232953	CR&R INCORPORATED	PO-360247	21,297.88
232954	J&J ENVIRONMENTAL CONSTRUCTION	PO-361809	4,150.00
232955	MOULTON NIGUEL WATER	PO-360111	3,435.92
232956	RON GUIDRY FLOOR COVERING INC	PO-360459	7,000.00
232957	SAN DIEGO GAS & ELECTRIC	PO-360310	84,281.75
232958	SANTA MARGARITA WATER	PO-360112	2,949.35

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232959	SOUTHERN CALIFORNIA EDISON	PO-360309	64,109.65
232960	RUTHERFORD DESIGN	PO-364196	5,422.29
232961	NMG GEOTECHNICAL INC	PO-364833	5,270.00
232962	DSA	PO-364802	5,250.00
232963	NKS MECHANICAL CONTRACTING INC	CL-160934	3,745.73
		PO-364828	480.00
232964	CHEN, GARY OR ERICA	PV-173243	147.31
		PV-173244	200.88
232965	DESHAZER, ALEX OR DARCY	PV-173246	169.34
232966	GREEN, TRACY OR MELISSA	PV-173247	49.25
232967	HARRELL, PAUL AND DEBBIE	PV-173136	357.69
232968	HOFFMANN, DEREK OR FRIDA	PV-173125	1,046.52
232969	JONES, DANNY OR NANCY	PV-173131	304.56
232970	LAHAM, SAM	PV-173132	119.23
232971	LAXAMANA, WALTER	PV-173129	127.01
		PV-173248	148.18
232972	MAI, HY &/OR NGUYET LY	PV-173251	1,237.03
232973	MARDER, JEFF	PV-173127	551.26
		PV-173128	67.62
		PV-173250	152.06
232974	O'CONNOR, BRENDAN	PV-173126	622.30
232975	QUACH, HOANG	PV-173253	148.61
232976	RAZEGHI, MAX OR MAHSA	PV-173254	169.34
232977	RETTBERG, HELEN	PV-173256	892.94
232978	ROLING, ROGER AND/OR MIKAIL	PV-173130	279.94
232979	SCACCIANOCE, PAUL OR MICHELLE	PV-173133	95.26
232980	SNYDER, BRENT OR RENEE	PV-173134	74.52
		PV-173260	79.49
232981	STEVENS WALSH, KAREN	PV-173135	142.13
232982	US BANK CORP PAYMENT SYSTEM	PV-173182	3,306.43
232983	COX COMMUNICATIONS	PO-360163	29,317.45
		PO-364444	13,855.11
232984	MARBLESOFT LLC	PO-364405	140.00
		PO-364605	122.00
232985	NASCO MODESTO	PO-360825	439.34
		PO-364474	868.15
232986	NATL SCHOOL PRODUCTS	PO-361538	435.94
232987	ONE STOP BINDERY	PO-361160	170.00
232988	OTC BRANDS INC	PO-364223	16.49
232989	PC & MACEXCHANGE	PO-364623	1,050.56
		PO-364640	1,050.56
232990	PERMA-BOUND	PO-363830	10,264.85
		PO-364200	1,468.51

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232991	PRO-ED INC.	PO-364209	144.98
		PO-364210	455.40
		PO-364273	140.64
		PO-364514	246.40
232992	QUALITY TOWING	PO-361084	103.00
232993	READ NATURALLY	PO-364379	151.80
232994	RUSSELL SIGLER INC.	PO-361105	832.35
232995	SAF-COM SUPPLY INC	PO-361890	4,012.76
232996	SANTA MARGARITA FORD	PO-362169	68.82
232997	SCHOOL HEALTH CORPORATION	PO-364174	452.83
		PO-364184	226.71
		PO-364455	171.08
232998	SHRED-IT USA	PO-360937	163.00
232999	SIERRA SOIL INC.	PO-360105	2,552.80
233000	SIGN TOPIA INC	PO-364820	362.28
233001	SIMONSON PHOTOGRAPHY	PO-364838	806.88
233002	SO COAST DISTRIBUTING CO	PO-360083	53.89
233003	SPARKLETTS	PO-360291	40.08
		PO-360411	13.48
		PO-360640	2.05
		PO-360643	186.47
		PO-360645	3.64
		PO-361164	17.53
		PO-361975	11.38
233004	STAPLES BUSINESS ADVANTAGE	PO-363914	313.20
		PO-364063	396.51
233005	STUDENT SUPPLY	PO-364592	148.84
233006	THERAPRO INC.	PO-364138	50.50
233007	TIFCO INDUSTRIES	PO-364795	204.66
233008	STAPLES BUSINESS ADVANTAGE	PO-360698	1,652.76
233009	MALONE, ERICA	PV-173186	83.16
233010	MALONE, JULEE	PV-173187	319.68
233011	MARTIN, GRANT	PV-173188	1,112.94
233012	MATIENZO, NINA RIE	PV-173189	123.66
233013	MCCARTHY, JOHN	PV-173190	108.00
233014	MCCULLOUGH, ROSELLE	PV-173191	59.94
233015	MCGOWEN, DANIELLE	PV-173192	129.60
233016	MCKEE, DANISE	PV-173193	139.32
233017	MEISSNER, ANDREA	PV-173194	178.20
233018	MEYERS, AMY	PV-173196	277.56
233019	MICKLE, JACQUELINE	PV-173197	105.84
233020	MONTGOMERY, JERICA	PV-173198	54.00
233021	MORAND, CARA	PV-173199	103.14
233022	MURPHY, MARISSA	PV-173200	86.94
233023	NAPORA, NOELLE	PV-173201	178.74

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233024	NASON, KIM	PV-173202	13.50
233025	NELSON, SHARI	PV-173203	42.66
233026	NETH, JESSICA	PV-173204	38.88
233027	ORGILL, JANELL	PV-173205	87.48
233028	PANNING LA BATE, TINA	PV-173208	82.62
233029	PARSI, HOUPAND	PV-173209	21.60
233030	PIANTA, REBECCA	PV-173206	253.80
233031	PRIMICIAS, MELISSA	PV-173207	208.98
233032	RASHIDI, AKRAM KIM	PV-173210	90.72
233033	RINKE, ANGELA	PV-173211	96.66
233034	ROMBERG, STEPHANIE	PV-173212	113.40
233035	ROSO, MICHELLE	PV-173213	102.60
233036	RUSINKOVICH, CHERYL	PV-173214	54.00
233037	RUSSOMANNO, ANTHONY	PV-173215	42.12
233038	SCHOOLER, DEBORAH	PV-173216	59.40
233039	SHOFNER, BRIANNA	PV-173217	85.32
233040	SHUMATE, DAGMAR	PV-173219	184.14
233041	SMITH, ANNE	PV-173220	48.60
233042	SOLTIS, PAMELA	PV-173221	118.26
233043	ST. JOHN, ANDREA	PV-173222	24.84
233044	STAYBERG, BRITTANY	PV-173223	57.24
233045	TERHUNE, CYNTHIA	PV-173224	119.34
233046	THACKER, TEGAN	PV-173225	44.28
233047	THORNBURG, QUIN	PV-173226	36.72
233048	TO, JANNA	PV-173227	41.58
233049	VARGAS, DAVID	PV-173228	211.68
233050	WEIS-DAUGHERTY, DENISE	PV-173229	84.24
233051	WESTON, KELLY	PV-173230	87.48
233052	WHALEN, ANDREA	PV-173231	69.12
233053	WIEDEMAN, LORI	PV-173232	89.64
233054	WOLFSON, DONNA	PV-173233	124.20
233055	AARDVARK CLAY	PO-362572	976.45
233056	ACETEC SECURITY SYSTEMS	PO-361652	6,948.00
233057	AMS.NET INC	PO-364636	1,440.00
233058	ASSURED FIRE SYSTEMS INC	PO-361810	20,975.00
233059	B & H PHOTOGRAPHY	PO-364498	4,517.99
233060	CAMCOR INC	PO-364698	1,636.59
233061	CINTAS CORP #640	PO-362004	535.21
233062	CINTAS FIRST AID & SAFETY	PO-361712	234.97
233063	COMMERCIAL AQUATIC SERVICES	PO-363543	619.00
233064	COMPLETE OFFICE OF CA	PO-360678	207.25
233065	DEWEYS HOME APPLIANCES	PO-364727	537.67
233066	DOHENY PLUMBING	PO-364440	9,969.00
233067	EVERYTHING MEDICAL LLC	PO-364325	1,305.75
233068	GANAHL LUMBER	PO-360170	900.12

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233069	HIRSCH PIPE & SUPPLY	PO-360174	138.43
233070	KELLY PAPER COMPANY	PO-360626	1,760.22
233071	LENNOX INDUSTRIES INC	PO-360125	47.52
233072	LIBERTY PAPER	PO-364324	21,981.46
233073	MIRACLE RECREATION EQUIPMENT	PO-360186	235.33
		PO-364118	570.16
233074	NCS PEARSON INC.	PO-364528	474.24
		PO-364529	1,808.05
233075	PROSURFACE	PO-364224	2,681.32
		PO-364713	2,129.83
233076	QUALITY STREET SERVICE	PO-361833	4,915.00
233077	RAM AIR ENGINEERING	PO-364452	8,358.69
233078	SAFETY-KLEEN SYSTEMS INC	PO-361855	453.79
233079	SAKAL SURFBOARDS	PO-364374	742.50
233080	SIGNS BY CREATIONS UNLIMITED	PO-360213	450.36
233081	SOUTH COAST FAMILY MEDICAL	PO-362230	250.00
233082	TARGET SPECIALTY PRODUCTS	PO-364355	847.28
233083	TOBII DYNVOX LLC	PO-364521	16,460.61
		PO-364554	628.73
233084	TRANE U.S. INC	PO-360127	3,050.01
233085	TUTTLE-CLICK FORD	PO-363300	589.35
233086	U.S. POSTAL SERVICE(HASLER)	PO-360931	35,000.00
233087	ULINE	PO-360129	118.79
		PO-364687	332.10
233088	UNITED PARCEL SERV	PO-360930	8,000.00
233089	UNITED RENTALS(NORTH AMERICA)	PO-360928	32.33
		PO-361643	533.82
233090	UPS FREIGHT	PO-364810	95.00
233091	WAXIE SANITARY SUPPLY	PO-364039	709.95
233092	CARAWAY, BOBBIE	PV-173245	25.00
233093	FIGUEROA, FLAVIO	PV-173263	16.00
233094	HOFFMAN, ELIZABETH	PV-173252	330.00
233095	MIGGE, CHRISTINA	PV-173261	230.62
233096	PICCIANO, SUZANNE	PV-173259	64.78
233097	SANCHEZ, THANIA	PV-173258	15.00
233098	VIVAS, MARGARITA	PV-173262	10.50
233099	WATTANASARN, ISRA	PV-173255	273.00
233100	WILLUMSEN, KARRI	PV-173249	660.00
233101	CORVEL CORPORATION	PO-360343	151,261.55
233102	BB&T-JOHN BURNHAM INS SERVICES	PO-364809	100.00
233103	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	84,962.30
233104	CAPISTRANO USD	PO-360335	276.22
233105	A Z BUS SALES INC	PO-360804	43,235.23
233106	A-1 AWARDS & ENGRAVING	PO-362666	178.20

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233107	APPLE COMPUTER INC	CL-160682	533.52
		PO-360436	2,943.84
		PO-364663	136.85
233108	C D T INC.	PO-364818	492.94
233109	CAMPBELL KELLER	PO-363109	2,365.12
233110	CAROLINA BIOLOGICAL SUPPLY CO	PO-360527	645.05
233111	CDW GOVERNMENT	PO-363368	11,638.19
		PO-364048	672.84
		PO-364085	999.05
		PO-364093	781.49
		PO-364242	769.99
		PO-364243	781.49
		PO-364322	1,490.79
		PO-364400	1,568.03
		PO-364428	725.98
		PO-364464	3,125.94
		PO-364466	781.49
		PO-364467	911.07
		PO-364468	232.60
		PO-364473	769.99
		PO-364615	1,690.08
		PO-364617	51.72
		PO-364620	11,250.28
		PO-364689	127.66
		PO-364699	671.28
		PO-364700	671.28
		PO-364702	657.81
233112	CINTAS CORP #640	PO-361465	78.71
233113	COMPLETE OFFICE OF CA	PO-360644	185.84
		PO-360678	80.27
		PO-362570	105.57
233114	COOLIES	PO-364392	993.00
233115	CULVER-NEWLIN	PV-173268	95.04
233116	DENAULT'S HARDWARE	PO-362072	114.58
233117	EVERYTHING MEDICAL LLC	PO-364325	214.20
233118	FOLLETT SCHOOL SOLUTIONS INC	PO-363916	123.77
		PO-364613	338.12
233119	FOREIGN AFFAIRS	PO-362873	34.95
233120	GOPHER ATHLETIC/SPORTS	PV-173362	161.61
233121	HEALTH PLUS MEDICAL SUPPLIES	PO-364408	4,497.43
233122	LAKESHORE LEARNING MATLS	PO-364746	213.93
233123	ALTERNATIVE COMM SVCS	PO-360065	3,693.75
233124	BELLEFAIRE JCB	PO-363246	22,277.73
233125	BERRY, SCOTT AND/OR JAIME	PO-361682	765.05
233126	BLIND CHILDREN'S LEARNING	PO-363806	1,767.66

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233127	BOYS TOWN CALIFORNIA INC.	PO-361314	26,109.20
		PO-361316	9,182.00
		PO-364447	9,182.00
233128	BUSINESS INTERPRISE	PO-360022	2,146.25
233129	CRARY, BRENDA	PO-360027	3,121.30
233130	DENNIS SWENINGSON	PO-361273	1,950.00
233131	DEVEREUX TEXAS TREATMENT	PO-364146	9,190.77
		PO-364445	14,250.05
233132	DEVEREUX TEXAS TREATMENT	PO-364449	9,870.77
233133	DIAMOND RANCH ACADEMY INC	PO-364295	12,740.19
233134	DISCOVERY RANCH FOR GIRLS	PO-364532	13,100.00
233135	EBBING, CURTIS AND/OR MARYAM	PO-361233	1,161.16
233136	GRANDINETTE, SHARON M.	PO-361964	2,139.12
233137	HERITAGE SCHOOLS INC	PO-364396	11,490.00
		PO-364442	11,605.00
		PO-364927	10,115.00
233138	HOWES, JODEEN AND/OR JEREMY	PO-361234	725.76
233139	INTERMOUNTAIN DEACONESS	PO-364446	11,509.70
233140	JENNIFER RAO	PO-362426	765.05
233141	JEPSEN, CLINT AND/OR KATIE	PO-361235	267.84
233142	JOHNSON, EDWIN AND MELISSA	PO-364807	2,227.50
233143	KARPUS, DAVID AND MARY	PO-361681	1,046.52
233144	KRANTZ, TRICIA	PO-360017	1,474.90
233145	MAXIM HEALTHCARE SERVICES	PO-362834	1,664.64
233146	MOLDAUER, PAMELA S.	PO-360016	2,135.00
233147	NEW HAVEN YOUTH & FAMILY	PO-361310	2,960.00
		PO-361313	15,754.84
		PO-362821	2,079.00
		PO-362822	2,268.00
		PO-362823	378.00
		PO-364487	2,646.00
233148	OCEANVIEW SCHOOL	PO-364796	972.00
233149	OLIVE CREST ACADEMY CANAL ELEM	PO-361237	3,285.08
		PO-361238	2,912.12
		PO-361845	5,533.18
		PO-363259	220.16
		PO-364009	1,761.28
		PO-364429	4,068.25
233150	ORANGE COUNTY THERAPY SERVICE	PO-360061	12,070.00
233151	PASSARO, DR. PERRY DAVID	PO-361984	2,750.00
233152	PERKINS SCHOOL FOR THE BLIND	PO-361923	20,831.55

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233153	PORT VIEW PREPARATORY SCHOOL	PO-361525	4,635.40
		PO-361526	4,590.00
		PO-361856	6,510.00
		PO-362232	10,557.50
		PO-362233	4,050.00
		PO-363808	3,510.00
		PO-364421	6,375.00
233154	PROVO CANYON SCHOOL	PO-361918	11,372.00
233155	RADZINS, JOHN & MEREDITH	PO-364104	259.20
233156	RICHARD LAPPIN	PO-360028	977.50
233157	SALAMIRAD, ALI & JODY	PO-363659	1,930.94
233158	SANDY AND/OR MAYNARD RAINS	PO-364878	176.00
		PV-173274	417.00
233159	SHACK-LAPPIN, CAROL	PO-360018	3,315.00
233160	SPEECH & LANGUAGE DEVELOPMENT	PO-361846	3,599.50
		PO-361850	4,423.00
		PO-361853	2,525.50
		PO-362234	3,388.00
		PO-362428	240.00
233161	SUNBELT STAFFING LLC	PO-360014	5,657.50
		PO-364086	11,520.00
		PO-364333	19,923.75
233162	TERI INC	PO-362818	3,283.56
233163	WOODWARD ACADEMY	PO-364147	8,694.00
233164	YELLOWSTONE BOYS & GIRLS RANCH	PO-361919	13,234.00
233165	DOLLAR, THOMAS	CL-161588	1,059.38
233166	FOOTE, CAROL	PV-173336	519.13
233167	GONZALES, KATHLEEN	PV-173287	145.80
233168	O'ROURKE, PATRICK	PV-173348	75.38
233169	SHAH, RANA	PV-173312	35.64
233170	YOGI, STACY	PV-173337	683.80
233171	CINCO, KRISTIN	PV-173282	144.00
233172	DOUGLAS, ASENITH	PV-173276	18.00
233173	ENGAR, TROY/LOUISE	PV-173278	18.00
233174	FABIAN, JOSE LAGUNAS	PV-173275	84.00
233175	HAYES, COLLEEN	PV-173281	56.40
233176	HUITEMA, JUSTIN	PV-173273	30.00
233177	JIMENEZ, MARIA	PV-173280	92.00
233178	JOHNSON, CONSTANCE	PV-173294	34.28
233179	KAM, KATHLEEN E	PV-173284	32.31
233180	KOONTZ, DONIELLE	PV-173272	22.00
233181	MAGRA,JOSE/LILIBETH	PV-173296	15.00
233182	MCCABE, TRACI	PV-173289	15.00
233183	PRAVETTONE, JENNY	PV-173291	25.00
233184	REYNOLDS, BRITTANY	PV-173288	25.00

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233185	ROGERS, JOELLE	PV-173290	15.00
233186	SALTER, CHARLES	PV-173270	193.06
233187	VERBURG, MICHELLE	PV-173271	20.00
233188	WEBB, LINDSAY	PV-173277	20.00
233189	BARNEY, STEPHANIE	PV-173285	275.00
233190	CLARK, MICHAELA	PV-173293	18.31
233191	GALLAGHER, NADA	PV-173295	329.98
233192	PROBST, KRISTI	PV-173283	275.00
233193	SCRIPURAM, BHARAT KUMAR	PV-173292	275.00
233194	THORSON, SANDRA	PV-173286	10.00
233195	MARBLESOFT LLC	PO-364406	214.29
233196	MERCURY DISPOSAL SYSTEM INC	PO-361439	642.50
233197	MINNESOTA ASSOCIATION FOR	PO-364567	144.00
233198	MOBILE COMMUNICATIONS REPAIR	PO-364712	4,072.95
233199	NCS PEARSON INC.	PO-364375	319.49
233200	OFFICE DEPOT	PO-360315	101.61
		PO-360696	80.05
		PO-360700	55.27
		PO-360706	328.65
		PO-360876	21.54
		PO-361014	252.80
		PO-361159	110.88
		PO-362018	312.05
		PO-363618	100.12
		PO-363933	115.59
233201	ORANGE COUNTY REGISTER	PO-362181	8,178.00
233202	PSYCHEMEDICS CORPORATION	PO-360564	273.00
233203	R J COOPER & ASSOC INC	PO-364136	104.97
		PO-364501	109.93
233204	REFRIGERATION SUPPLIES	PO-364195	1,693.10
233205	REV.COM INC	PO-364668	462.00
233206	SCHOOL OUTFITTERS	PO-363980	365.79
233207	SCHOOL SERVICES OF CALIF	PO-364861	200.00
233208	SCHOOL SPECIALTY	PO-364756	39.16
233209	SEHI COMPUTER PRODUCTS INC	PO-360944	366.62
233210	SHRED-IT USA	PO-361066	42.00
233211	SMOG EXPRESS	PO-361469	1,535.70
233212	SOUTH COAST MEDICAL GROUP	PO-360563	804.00
233213	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-363928	134.55
233214	SPICERS PAPER	PO-360622	1,077.97
233215	THERAPRO INC.	PO-364141	29.48
233216	TOBII DYNAVOK LLC	PO-364459	3,529.62
233217	VERTICAL TRANSPORT INC	PO-364908	1,296.00
233218	WARD'S	PO-364652	2,017.08
233219	WARDS SCIENCE	PO-363756	55.81

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233220	WESTERN PUMP	PO-362133	962.25
233221	ZONAR	PO-363646	248.75
233222	MAACO COLLISION REPAIR & AUTO	PO-364928	2,195.40
233223	AMERICAN LOGISTICS COMPANY LLC	PO-362019	27,238.75
233224	MISSION SAN JUAN CAPISTRANO	PO-364854	1,353.00
233225	OCEAN INSTITUTE	PO-361252	3,506.25
233226	Afshar 58, Alireza	PV-173364	275.00
233227	Bautista 05, Rey	PV-173363	91.25
233228	Bui 28, Chase	PV-173365	47.25
233229	Buys 78, Gwendolyn	PV-173366	17.75
233230	HEALTH-E MEAL PLANNER PRO	PV-173355	18,255.78
233231	HOLLANDIA DAIRY INC.	PV-173367	45,120.25
233232	INDUSTRIAL ELECTRIC SERVICE	PV-173353	598.18
		PV-173354	610.59
233233	MILLER MECHANICAL	PV-173349	394.57
		PV-173350	506.84
		PV-173351	877.12
		PV-173352	6,984.30
233234	Miller, Julie	PV-173369	29.16
233235	OFFICE DEPOT	PV-173356	17.75
233236	Ortiz, Hilda	PV-173370	53.37
233237	SAN JOSE STATE UNIV	PV-173361	125.00
233238	SMART & FINAL	PV-173358	37.90
		PV-173359	69.21
		PV-173360	45.40
233239	TRANSILWRAP COMPANY INC.	PV-173357	1,747.44
233240	VERIZON WIRELESS	PV-173368	370.96
233241	ZAMARRIPA, LORENA	PV-173371	65.27
233242	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	65,978.88
233243	MEBA C/O	PO-360339	3,835,498.45
233244	DEMCO INC	PO-364722	514.17
233245	FORENSIC ANALYTICAL	PO-364977	5,998.94
233246	GOLDEN STAR TECHNOLOGY INC.	PO-364490	136.63
233247	STATE BD EQUALIZATION	PV-173267	2,138.58
233248	STATE BD EQUALIZATION	PV-173269	394.76
233249	4WALL LOS ANGELES INC	PO-364706	340.00
233250	BOWIE ARNESON KADI WILES	PO-360057	3,656.50
233251	CITY OF SAN JUAN CAPISTRANO	PO-360475	28,832.72
233252	CITY OF SAN JUAN CAPISTRANO	PO-360109	4,055.78
233253	MOULTON NIGUEL WATER	PO-360111	10,764.74
233254	ORANGE CTY DEPT EDUC	PO-362254	3,454.11
233255	PACIFIC PLUMBING COMPANY OF	PO-360244	12,889.59
233256	PROJECT DIMENSIONS	PO-363192	8,280.00
		PO-364335	1,980.00
233257	SAN DIEGO GAS & ELECTRIC	PO-360310	246,977.00

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233258	SANTA MARGARITA WATER	PO-360112	8,737.98
233259	SO CAL GAS CO	PO-360224	41,509.85
233260	SOUTH COAST WATER DISTRICT	PO-360113	5,720.73
233261	WEST COAST ARBORISTS INC.	PO-363631	14,800.00
233262	APEX AUDIO	PO-363799	1,916.42
233263	KOURY ENGINEERING & TESTING	PO-363671	14,499.50
233264	PAUL C MILLER CONSTRUCTION CO	PO-363277	173,409.60
233265	PLACEWORKS	PO-356858	2,930.20
233266	SCHOOL FACILITY CONSULT	PO-364493	7,933.25
233267	PAUL C MILLER CONSTRUCTION CO	PO-363277	64,661.20
233268	PAUL C MILLER CONSTRUCTION CO	PO-363277	26,452.31
233269	DAVID TAUSSIG ASSOC INC	PO-362378	418.51
233270	PAUL C MILLER CONSTRUCTION CO	PO-363277	29,391.45
233271	AARON AND LORRAINE GOLDSTEIN	PO-364875	560.71
233272	BLIND CHILDREN'S LEARNING	PO-364126	4,149.00
233273	DEVEREUX TEXAS TREATMENT	PO-364805	1,891.68
		PO-364874	1,481.87
233274	MATTHEW AND CHRISTINE ESSEX	PO-364877	1,841.01
233275	NEW HAVEN YOUTH & FAMILY	PO-364976	1,323.00
233276	PARADIGM HEALTH CARE SERVICES	PO-361737	4,919.14
233277	ROD AND COLETTE FOSTER	PO-364937	4,225.48
233278	ROLING, ROGER AND/OR MIKAIL	PV-173381	260.01
233279	WELSH, JENNIFER	PO-364876	765.63
233280	YELLOWSTONE BOYS & GIRLS RANCH	CL-161763	1,452.49
		CL-161764	6,600.00
		CL-161765	2,424.81
		PO-364806	479.70
233281	COUNTY OF ORANGE	PO-360311	170.00
233282	MISSION AUTO SERVICE	PO-362652	896.72
233283	NEW PIG CORPORATION	PO-360811	809.16
233284	O'REILLY AUTOMOTIVES INC	PO-363281	817.50
233285	OC TANK TESTING INC	PO-361467	3,895.00
233286	PARKHOUSE TIRE INC.	PO-362081	10,154.19
233287	PEP BOYS	PO-360814	252.66
233288	PERMA-BOUND	PO-364200	108.92
		PO-364725	729.52
233289	PRO-ED INC.	PO-364612	144.98
233290	PRUDENTIAL OVERALL SUP	PO-360911	65.72
		PO-362852	47.46
233291	QUALITY TOWING	PO-361084	439.00
233292	REFRIGERATION SUPPLIES	PO-364195	825.83
233293	RINCON TRUCK CENTER INC	PO-361828	5,027.07
233294	ROYAL PLYWOOD COMPANY	PO-360211	2,923.80
233295	RUSSELL SIGLER INC.	PO-361105	127.37
233296	SMARDAN SUPPLY COMPANY	PO-360214	1,873.98

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233297	SMOG EXPRESS	PO-361469	171.90
233298	SPEECH CORNER	PO-364781	224.52
233299	STENHOUSE PUBLISHERS	PO-364800	25.00
233300	THINKING MAPS	PO-364527	519.68
233301	TIFCO INDUSTRIES	PO-360128	769.74
233302	TIME AND ALARM SYSTEMS-	PO-363359	2,299.93
		PV-173374	350.00
233303	TRUCPAR CO	PO-361580	58.97
233304	ULINE	PO-364662	171.75
		PO-364672	1,099.07
233305	UNITED TRANSMISSION EXCHANGE	PO-361581	95.00
233306	WATERLINES TECHNOLOGIES INC	PO-360239	1,285.84
		PO-362619	2,387.14
233307	ANIMAL PEST MANAGEMENT SERVICE	PO-361091	4,625.00
233308	APPLE EDUCATION FINANCE	PO-364509	282.72
		PO-364643	844.37
		PO-364644	284.07
		PO-364645	1,380.97
		PO-364679	521.12
		PO-364680	413.37
233309	BARNES & NOBLE INC	PO-363965	86.01
233310	C D T INC.	PO-364818	508.45
233311	CAL-STATE AUTO PARTS INC	PO-360805	488.93
233312	CAMCOR INC	PO-364695	619.84
233313	CDW GOVERNMENT	PO-364397	454.77
		PO-364581	1,956.57
		PO-364585	903.94
		PO-364587	301.31
		PO-364604	51.57
		PO-364642	159.47
		PO-364647	3,126.68
		PO-364649	159.47
233314	CINTAS CORP #640	PO-360614	744.40
		PO-362004	29.77
		PO-362005	570.20
		PO-362074	57.66
233315	CROWN VALLEY TRANS	PO-361073	999.00
233316	CULVER-NEWLIN	PO-361656	354.50
		PO-362583	354.50
		PO-363332	4,926.98
		PO-363526	8,127.04
		PO-363643	3,210.95
		PO-363977	927.19
233317	DANIELS TIRE SERVICE	PO-361075	217.79
233318	DELL MARKETING L P	PO-365004	1,201.05

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233319	DELTA EDUCATION	PO-363577	1.44
233320	DEMCO	PO-364599	107.75
233321	DENAULT'S HARDWARE	PO-360117	627.90
		PO-360598	792.03
233322	FACTORY MOTOR PARTS	PO-360808	157.02
233323	FASTENAL	PO-361583	267.95
233324	FEDERAL EXPRESS CORP	PO-360933	129.90
233325	FLINN SCIENTIFIC INC	PO-364170	134.01
233326	GANAHL LUMBER	PO-360170	952.41
233327	GLEN PRODUCTS	PO-360171	51.26
233328	HD SUPPLY FACILITIES MAINTN	PO-360122	644.35
233329	HEALTH PLUS MEDICAL SUPPLIES	PO-361196	3,682.72
233330	HIRSCH PIPE & SUPPLY	PO-360174	139.84
233331	HOUGHTON MIFFLIN HARCOURT	PO-364827	4,019.50
233332	KELLY PAPER COMPANY	PO-360626	501.44
233333	LAKESHORE LEARNING MATLS	PO-364311	310.91
233334	LENNOX INDUSTRIES INC	PO-360125	324.00
233335	LIBERTY PAPER	PO-364324	21,930.57
233336	CULVER-NEWLIN	PO-362700	11,577.20
233337	ACCELA INC	PO-363601	1,000.00
233338	CAL WEEKLY EXPLORER INC	PO-364769	2,760.00
233339	COUNTY OF ORANGE	PO-364135	120.00
233340	DEPARTMENT OF JUSTICE	PO-360561	3,487.00
		PO-364294	94.00
233341	HOWARD TECHNOLOGY SOLUTIONS	PO-364582	196.00
		PO-364586	73.50
		PO-364588	24.50
		PO-364616	147.00
		PO-364621	1,127.00
		PO-364648	343.00
		PO-364685	735.00
233342	LEARNING A-Z	PO-364804	1,644.15
233343	MISSION SAN JUAN CAPISTRANO	PO-364900	765.00
233344	ORANGE COUNTY DEPT OF EDUC	PO-364982	710.00
233345	PALI MOUNTAIN INSTITUTE	PO-364980	11,000.00
233346	SHI INTERNATIONAL CORP	PO-364462	199,705.70
233347	MARTIN ZETTEL INC	PO-362038	33.42
233348	MOBILE FLEET WASH	PO-362167	1,862.00
233349	NCS PEARSON INC.	PO-364745	1,157.84
		PO-364751	631.17
		PO-364752	581.79
233350	PC & MACEXCHANGE	PO-364972	8,404.50
233351	PRO-ACTIVE SAFETY SUPPLY	PO-360816	873.73
233352	PYRAMID WIRE & CABLE	PO-360210	479.68
233353	TREETOP PRODUCTS CONSOLIDATED	PO-363462	1,210.95

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233354	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361320	133.93
		PO-361321	1,667.77
233355	CERTIFIED TRANSPORTATION	PV-173376	4,713.50
233356	TRANSPORTATION CHARTER SERVICE	PV-173375	24,102.80
233357	CALIFORNIA DEPT. OF EDUCATION	PV-173379	4,824.15
233358	CDW GOVERNMENT	PV-173378	7,453.96
233359	DOMINO'S PIZZA	PV-173380	14,273.00
233360	SMART & FINAL	PV-173377	50.47
233361	ACSA/FOUNDATION FOR EDUC	PO-364893	1,500.00
		PO-364907	175.00
233362	CASBO	PO-363250	255.00
		PO-364492	510.00
		PO-364494	215.00
		PO-364559	255.00
233363	COLLEGE BOARD - WRO	PO-364873	200.00
233364	EAGLE SOFTWARE	PO-364569	1,050.00
233365	PRZ SEMINARS	PO-364029	510.00
233366	REGENTS OF THE UNIV OF CALIF	PO-364083	960.00
233367	BAILEY, REBECCA	PV-173298	204.66
233368	BENE, CHERI	PV-173299	127.98
233369	BRAUN, ANNE C.	PV-173300	242.46
233370	DAVIS, ALLISON	PV-173301	43.74
233371	EILER, CHRISTINE	PV-173303	100.98
233372	ELKINS, KAREN	PV-173304	403.92
233373	EVANS, SHARON	PV-173305	63.18
233374	EXWORTHY, MARK	PV-173306	239.22
233375	FITZHUGH, MARLENE	PV-173307	53.37
233376	FORD, DEON	PV-173308	142.56
233377	GALLEGO, MARINA	PV-173309	5.94
233378	GONG, PHOEBE	PV-173310	71.82
233379	GRANT, TRACY	PV-173311	117.72
233380	HAACK, KATHI	PV-173313	37.26
233381	HALL, SHEILA	PV-173314	190.08
233382	HECKERT, JENNIFER	PV-173315	35.64
233383	HOOPER, GWYNETH	PV-173316	34.02
233384	IMSLAND, TRACEY	PV-173317	43.20
233385	LACHEMANN, DINA	PV-173318	61.02
233386	LONERO, TIFFANY	PV-173320	80.46
233387	MARCUS, BRUCE	PV-173321	95.58
233388	MARINO, ANJULI	PV-173322	166.32
233389	MCKEE, DANISE	PV-173323	126.36
233390	MEDINA, ALISSA	PV-173324	112.32
233391	MEYERS, AMY	PV-173325	273.78
233392	MORRIS, LINDSEY	PV-173326	15.12
233393	PARKER, LAURA	PV-173327	78.30

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233394	PHILLIPS, DEANNA	PV-173328	106.92
233395	RENNIE, GREG	PV-173330	59.94
233396	ROCHE, ANN	PV-173331	188.46
233397	RODRIGUEZ, EDITH ADRIANA LEON	PV-173319	60.48
233398	SANTOKE, MAHFRIN	PV-173332	110.16
233399	SHOFNER, BRIANNA	PV-173333	31.03
233400	STAYBERG, BRITTANY	PV-173334	68.58
233401	STIRLING, ROBERT	PV-173335	94.50
233402	STRONG, KARYN	PV-173329	121.50
233403	TICE, RUTH	PV-173338	58.32
233404	TUNULI, JESSICA	PV-173339	108.00
233405	VAN DER WAL, KATRINA	PV-173340	64.80
233406	VILCEK, JULIE	PV-173341	103.68
233407	WENTZEL, KORY	PV-173343	99.90
233408	WHEELER, ANTOINETTE T	PV-173344	41.04
233409	WILLIAMS, JOHN	PV-173345	129.60
233410	WRAY, ALLISON	PV-173346	339.66
233411	YOUNT, CHRISTINE	PV-173347	59.40
233412	WATTERS, LIZ	PV-173342	156.60
233413	BENS ASPHALT	PO-360119	1,500.00
233414	CAL STAGE & LIGHTING INC	PO-364358	673.50
233415	CITY OF SAN JUAN CAPISTRANO	PO-360109	1,594.11
233416	CONSOLIDATED ELECT DISTR	PO-360237	3,919.11
233417	CR&R INCORPORATED	PO-360247	100.00
233418	DENNIS PATRICK HANNA	PO-360975	325.00
		PO-364705	2,210.00
233419	E. STEWART AND ASSOCIATES	PO-360249	2,675.00
233420	GOVERNMENT FINANCIAL	PO-363023	9,685.86
233421	PACIFIC PLUMBING COMPANY OF	PO-360244	2,290.50
233422	SAN DIEGO GAS & ELECTRIC	PO-360310	76,723.83
233423	SANTA MARGARITA WATER	PO-360112	2,692.30
233424	SO CAL GAS CO	PO-360224	12,766.48
233425	VIRTUAL WATER SERVICES	PO-361883	775.80
233426	CJK CONSTRUCTION MANAGEMENT	PO-361287	21,560.00
233427	LANDMARK MECHANICAL	PO-365028	1,517.00
233428	NINYO & MOORE GEOTECHNICAL &	PO-357211	822.00
233429	NINYO & MOORE GEOTECHNICAL &	PO-363268	14,678.00
233430	CJK CONSTRUCTION MANAGEMENT	PO-361288	18,900.00
		PO-361290	21,560.00
233431	GUIDA SURVEYING INC.	PO-365027	4,440.00
233432	HMC ARCHITECTS	PO-341286	2,243.77
		PO-341287	6,937.50
233433	ORBACH HUFF SUAREZ & HENDERSON	PO-365052	5,526.40
233434	PLACEWORKS	PO-356858	910.35
233435	SWCA INCORPORATED DBA	PO-363669	3,093.00

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233436	WARD'S	PO-360085	673.92
233437	CJK CONSTRUCTION MANAGEMENT	PO-361289	6,600.00
233438	DAVID TAUSSIG ASSOC INC	PO-365053	494.23
233439	HMC ARCHITECTS	PO-352259	24,660.30
		PO-353200	56.65
		PO-363105	5,842.80
233440	A Z BUS SALES INC	PO-360804	3,228.63
233441	ALISO NIGUEL AUTO CARE	PO-362282	2,466.82
233442	APPLE EDUCATION FINANCE	PO-364788	1,045.19
233443	AUTOLIFT SERVICES	PO-362149	1,677.85
233444	AWARDS 'N MORE	PO-364690	284.61
233445	BIOMEDICAL WASTE DISPOSAL	PO-361819	120.00
233446	BLAIRS TOWING INC	PO-363529	375.00
233447	BUSWEST	PO-362412	5,507.62
233448	CAL STAGE & LIGHTING INC	PO-362305	21.54
233449	CAL-STATE AUTO PARTS INC	PO-360805	824.98
233450	CAROLINA BIOLOGICAL SUPPLY CO	PO-360527	18.26
		PO-363961	23.91
233451	CDW GOVERNMENT	PO-360426	9,996.82
		PO-361144	29.39
		PO-364257	1,236.60
		PO-364575	671.28
		PO-364583	244.57
		PO-364635	156,297.13
		PO-364637	27,720.75
		PO-364654	244.57
		PO-364671	1,207.92
		PO-364677	1,490.79
		PO-364682	1,819.13
		PO-364691	6,026.25
		PO-364701	2,013.85
		PO-364734	1,342.57
		PO-364786	638.20
		PO-364863	301.31
		PO-364866	301.31
		PO-364869	301.31
		PO-364880	301.31
		PO-364882	301.31
233452	CINTAS CORP #640	PO-360614	248.11
		PO-362004	29.77
		PO-362005	449.97
		PO-362074	57.66
233453	CINTAS FIRST AID & SAFETY	PO-364155	469.02

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Warrant Number	Name of Payee	Reference Number	Amount
233454	COMPLETE OFFICE OF CA	PO-360644	61.60
		PO-360658	11.98
		PO-361042	92.38
		PO-362570	171.12
233455	DANIELS TIRE SERVICE	PO-361075	4,854.27
233456	DBQ PROJECT, THE	PO-360925	351.00
233457	DENAULT'S HARDWARE	PO-362072	72.99
233458	EASY WAY SAFETY SERVICES	PO-360809	243.08
233459	ELLISON EDUC EQUIP	PO-364597	450.02
233460	FASTENAL	PO-361583	442.72
233461	FOLLETT SCHOOL SOLUTIONS INC	PO-364507	147.08
233462	HAAN CRAFTS	PO-360541	931.71
233463	HOUGHTON MIFFLIN HARCOURT	PO-364755	3,846.04
233464	INTERSTATE BATTERIES	PO-360810	2,825.38
233465	J W PEPPER & SON INC	PO-362657	47.87
233466	LAKESHORE LEARNING MATLS	PO-364526	92.09
233467	LAWSON PRODUCTS INC	PO-364371	2,624.54
233468	LEARNING RESOURCES	PO-364739	48.97
233469	AGARWAL, SMITA OR ANSHUL	PV-173384	151.63
233470	ALZAMORA, FERNANDO OR LUCERO	PV-173427	262.66
233471	ARKEE, SHEILA	PV-173428	273.02
233472	BECKER, ANDREW OR KRISTINA	PV-173429	89.32
233473	BELLOMO, PHILIP &/OR KATHY	PV-160419	623.37
233474	CAPAY, PONCIANO OR MARIA	PV-173431	502.20
233475	CHEN, EDWARD OR LYNN	PV-173432	103.03
233476	CONDIE, JOSHUA OR CAROL	PV-173433	19.66
233477	COON, MATTHEW/ERIKA	PV-173434	181.44
233478	DIXON, KAREN	PV-173435	194.40
233479	FERREN, MATHEW & KATIE	PV-173436	557.50
233480	GARRINGER, RODNEY OR SARA	PV-173437	158.76
233481	GASCA, RAY OR KELLY	PV-173438	235.01
233482	GORMLEY, WILLIAM	PV-173477	1,384.78
233483	GRAGG, PATRICK OR TERRY	PV-173439	62.64
233484	GREEN, TRACY OR MELISSA	PV-173440	49.25
233485	HARRINGTON, JARED OR CANDICE	PV-173467	114.05
233486	HIERONYMUS, PAUL OR DAYLENE	PV-173442	165.89
233487	HORN, STEPHEN AND/OR LINH	CM-170152	381.62-
		PV-173443	355.75
		PV-173465	250.34
233488	LOUIE, DARRYL OR CATHERINE	PV-173444	221.83
233489	MACNAMARA, DANIEL OR ALICIA	PV-173446	563.76
233490	MARTINEZ, ROBERTO OR CHRISTINA	PV-173447	120.96
233491	MATHIESEN, DAN OR TARA	PV-173448	226.80
233492	MAZZINI, VICTOR OR YADIRA	PV-173449	139.32
233493	MICHEL, WALTER &/OR NANCY	PV-173450	566.20

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233494	MOHEB, MEHRDAD	PV-173451	72.58
233495	MOLYNEUX, THOMAS OR CHRISTINA	PV-173452	100.44
233496	MYERS, EDWIN OR BRENDA	PV-173453	356.83
233497	NUNEZ, GERARDO OR ELIZABETH	CM-170153	104.88-
		PV-173455	381.67
233498	O'NEILL, KENNETH/JENNIFER	PV-173456	259.20
233499	PATTERSON, DOUG OR COURTNEY	PV-173457	217.73
233500	REILLE, WENDI	PV-155209	287.28
233501	RODAS, PHILLIP OR CAROLYN	PV-173459	147.42
233502	SCACCIANOCCE, PAUL OR MICHELLE	PV-173460	127.01
233503	THOMAS, ED OR REBECCA	PV-173461	486.53
233504	TRITZ, RICHARD OR JULIE	PV-173462	40.72
233505	VAKILI, MIKE OR SHABNAM	CM-170154	182.53-
		PV-173464	345.60
233506	WAIKLE, KARLY	PV-173441	223.99
233507	BRINKS INC.	PV-173468	363.90
233508	CALIFORNIA DEPT. OF EDUCATION	PV-173472	938.60
		PV-173484	199.97
233509	Lagunas, Mirtha A	PV-173474	67.41
233510	MOORE, SANDIE	PV-173494	67.95
233511	OFFICE DEPOT	PV-173486	97.30
233512	PLASTIC PACKAGE INC.	PV-173475	2,845.80
233513	Rogers 03, Alyson	PV-173498	24.50
233514	THE PLATINUM PACKAGING GROUP	PV-173490	14,542.01
233515	CAL WEEKLY EXPLORER INC	PO-363112	690.00
		PO-363113	370.00
		PO-363118	370.00
233516	CAPISTRANO CONNECTIONS ACADEMY	PO-360073	1,441,939.00
233517	COMMUNITY ROOTS ACADEMY	PO-360075	274,852.00
233518	COUNTY OF ORANGE	PO-364135	94.00
233519	FULLERTON ARBORETUM	PO-363664	1,100.00
233520	HEALTH CONNECTED	PO-365046	8,322.80
233521	HOWARD TECHNOLOGY SOLUTIONS	PO-364584	24.50
		PO-364638	2,254.00
		PO-364655	24.50
		PO-364784	490.00
		PO-364864	24.50
		PO-364868	24.50
		PO-364871	24.50
		PO-364881	24.50
		PO-364883	24.50
233522	JOURNEY CHARTER SCHOOL	PO-360072	207,248.00
233523	MISSION SAN JUAN CAPISTRANO	PO-364885	1,632.00
233524	OCEAN INSTITUTE	PO-363173	3,090.00
233525	OPPORTUNITY FOR LEARNING	PO-360071	59,645.00

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Warrant Number	Name of Payee	Reference Number	Amount
233526	ORANGE COUNTY ACADEMY OF	PO-360405	112,681.00
233527	OXFORD ACADEMY	PO-360074	400,952.00
233528	PALI MOUNTAIN INSTITUTE	PO-365056	10,900.00
233529	SEGERSTROM CENTER FOR THE ARTS	PO-364813	645.00
233530	SOUTH COAST ROP	PO-361205	159,000.00
233531	XEROX CORPORATION	PO-360629	717.78
233532	OPPORTUNITY FOR LEARNING	PV-173476	13,389.25
		PV-173479	17.10
233533	ANTONIUS, LYNDIA	PV-173386	65.88
233534	ARNAUD, CHELSEA	PV-173387	128.52
233535	BLAND, LISA	PV-173388	97.20
233536	BOWDEN, JOANNA	PV-173389	123.12
233537	BRANNAM, ANDREA	PV-173390	32.40
233538	BROWN, SUSAN	PV-173391	30.24
233539	DEWALD, NICHOLAS	PV-173392	30.24
233540	FALLMAN, MEGAN	PV-173393	29.70
233541	FREEMAN, ANDREW	PV-173394	25.92
233542	GROSS, DEANNA	PV-173395	10.80
233543	HANAFORD, LAURA	PV-173396	36.18
233544	KAUO III, JOSEPH	PV-173397	36.72
233545	KONOGIERIS, KATHI	PV-173398	186.30
233546	MEDINA-SABAD, KRISTEN	PV-173399	48.60
233547	MEISSNER, ANDREA	PV-173400	168.48
233548	MONTGOMERY, JERICA	PV-173401	35.64
233549	PARKER, KAREN	PV-173402	12.96
233550	PROODIAN, DAVID	PV-173403	32.40
233551	RICHTSMEIER, AUNDREA	PV-173404	41.58
233552	RODRIGUEZ, MICHELLE	PV-173405	81.00
233553	SOBOLESKI, AMANDA	PV-173406	174.96
233554	ST. JOHN, ANDREA	PV-173407	15.66
233555	TODD, MARY	PV-173408	9.72
233556	TRAN, NAOMI	PV-173409	67.81
233557	UMINSKY, ALMA	PV-173410	64.80
233558	WILEY, LINDSAY	PV-173411	68.04
233559	WORKMAN, KEN	PV-160679	63.18
233560	WRAY, ALLISON	PV-173413	24.84
233561	MERCURY DISPOSAL SYSTEM INC	PO-361439	312.30
233562	MILLER MECHANICAL	PO-362485	2,548.00
233563	NCS PEARSON INC.	PO-364740	150.08
		PO-364753	731.75
		PO-364824	300.30

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233564	OFFICE DEPOT	PO-360315	615.09
		PO-360696	548.84
		PO-360700	474.03
		PO-360876	91.04
		PO-361014	119.81
		PO-361166	178.35
		PO-361167	122.35
		PO-361731	94.49
		PO-362018	812.56
		PO-364593	94.65
		PO-364785	360.18
233565	PRIORITY NEOPOST	PO-360921	462.48
233566	REFRIGERATION SUPPLIES	PO-364195	2,939.26
233567	ROYAL PLYWOOD COMPANY	PO-360211	4,506.06
233568	RUSSELL SIGLER INC.	PO-361105	1,096.20
233569	SMARDAN SUPPLY COMPANY	PO-360214	1,547.61
233570	SOUTH COAST ANSWERING SERVICE	PO-362617	116.19
233571	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-360296	17.24
		PO-360299	148.11
		PO-360301	269.26
		PO-360302	20.51
		PO-360306	38.44
		PO-360714	59.28
		PO-360716	879.87
		PO-360720	291.39
		PO-360736	34.25
		PO-360737	163.97
		PO-360740	3.12
		PO-360745	194.65
		PO-360747	38.61
		PO-360758	78.17
		PO-360760	23.44
		PO-360763	156.00
		PO-360764	220.80
		PO-360824	135.33
		PO-361119	40.31-
		PO-361385	17.98
		PO-361386	245.82
		PO-361641	51.44
		PO-362439	577.39
		PO-363242	808.66
		PO-363684	77.58
		PO-364052	664.14
		PO-364435	11.69

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Warrant Number	Name of Payee	Reference Number	Amount
233572	STAPLES BUSINESS ADVANTAGE	PO-364916	66.66
		PO-364920	129.29
233573	STOELTING CO	PO-364826	292.00
233574	SUPPLY LINE BUILDING MATERIALS	PO-360216	19.93
233575	TUTTLE-CLICK FORD	PO-363300	159.97
233576	TWO WAY DIRECT INC	PO-364946	443.61
		PO-365018	120.47
233577	UNITED RENTALS(NORTH AMERICA)	PO-361643	571.81
233578	US AIR CONDITIONING DIST.	PO-360130	1,064.41
233579	VERIZON WIRELESS	PO-360221	3,328.73
233580	WARD'S	PO-360959	2,583.44
		PO-363934	2,280.40
233581	WATERLINES TECHNOLOGIES INC	PO-360239	2,167.17
		PO-362619	1,473.72
		PO-364717	1,513.16
233582	WENGER CORPORATION	PO-364160	1,781.20
233583	WESTERN PSYCH SERVICES	PO-364743	170.68
		PO-364829	248.91
233584	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361321	332.68
233585	OFFICE DEPOT	PO-360697	28.21
233586	STAPLES BUSINESS ADVANTAGE	PO-360698	439.31
233587	OFFICE DEPOT	PO-360697	28.20
233588	OFFICE DEPOT	PO-360697	28.19
233589	ONE STOP BINDERY	PO-361160	150.00
233590	ORGANIZED SPORTSWEAR	PO-364536	487.94
233591	RAM AIR ENGINEERING	PO-362207	3,503.46
		PO-364452	277.18
233592	RED WING SHOE STORE	PO-360817	537.66
233593	REHABMART LLC	PO-364749	40.34
233594	REV.COM INC	PO-365060	165.00
233595	SAKAL SURFBOARDS	PO-364374	742.50
233596	SCANTRON CORPORATION	PO-364515	155.14
233597	SCHOOL HEALTH CORPORATION	PO-364832	37.34
233598	SCHOOL OUTFITTERS	PO-364673	122.61
233599	SELECT EQUIPMENT	PO-360913	224.00
233600	STOTZ EQUIPMENT	PO-361110	180.48
233601	SWITCH VEHICLES INC	PO-362886	32,862.74
233602	TOMARK SPORTS	PO-363621	2,806.90
233603	UNIQUE SWEEPING	PO-362180	281.00
233604	VISTA PAINT CORP	PO-360218	274.99
233605	ADAMS, ALISON	PV-173414	50.76
233606	ALCALAY, TYLER	PV-173415	103.68
233607	BROOKMAN, JOSEPH	PV-173416	203.58
233608	BUTLER, SUSAN	PV-173417	72.90
233609	FAUTUA, CARON	PV-173419	41.04

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233610	HANRATTY-RAJA, JENNIPHER	PV-173420	246.78
233611	HERTZ, JANA	PV-173421	35.64
233612	HEUSER, RACHEL	PV-173422	193.32
233613	MCMORRAN-MAUS, KRISTA	PV-173423	470.88
233614	MEISSNER, ANDREA	PV-173424	285.12
233615	MORROW, ELYSE	PV-173425	113.40
233616	TAYNE, JULIE	PV-173426	124.74
233617	DAGARIN, JEAN-MARI	PV-173418	128.22
233618	ADVANTAGE WEST INVESTMENT	PO-361124	39,008.96
233619	ASSURED FIRE SYSTEMS INC	PO-361810	500.00
233620	BAVCO	PO-360138	177.84
233621	BROWN UNIVERSITY	PO-362773	500.00
233622	CA. FACILITY SPECIALTIES INC	PO-364082	12,055.00
233623	CAMCOR INC	PO-364047	292.47
233624	CINTAS CORP #640	PO-362004	487.01
233625	COASTAL BLUE	PO-363541	21.60
233626	COMMERCIAL AQUATIC SERVICES	PO-363543	6,116.45
233627	COSTCO S.J.C.	PO-363795	52.91
		PO-364692	153.66
233628	DISCOUNT SCHOOL SUPPLY	PO-364543	562.91
233629	DITCH WITCH CENTRAL CALIFORNIA	PO-363357	1,114.74
233630	DUNN-EDWARDS CORP	PO-360168	1,261.58
233631	EBERHARD EQUIPMENT	PO-361251	4,068.14
233632	ESTRELLITA PUBL	PO-364531	5,843.10
233633	EWING IRRIGATION PRODUCTS INC	PO-362144	704.27
233634	FISHER SCIENTIFIC	PO-360529	72.51
233635	FLINN SCIENTIFIC INC	PO-364555	596.86
233636	GANAHL LUMBER	PO-360170	1,870.69
233637	GOLDEN STAR TECHNOLOGY INC.	PO-363574	547.78
233638	HD SUPPLY CONSTRUCTION AND	PO-360123	4,768.47
233639	HD SUPPLY FACILITIES MAINTN	PO-360122	99.07
233640	KELLY PAPER COMPANY	PO-360626	1,042.54
233641	LAWNMOVERS ETC INC	PO-361646	70.88
233642	LENNOX INDUSTRIES INC	PO-360125	43,219.44
233643	LOCAL JANITORIAL & VACUUM	PO-360080	367.67
		PO-361095	259.51
233644	THE ALARM AND SPRINKLER CO INC	PO-363210	12,729.99
233645	ALTERNATIVE COMM SVCS	PO-360065	2,940.75
233646	JACQUELINE KAY LUGO	PO-364870	637.50
233647	LANGUAGE NETWORK INC	PO-363507	235.00
233648	PARADIGM HEALTH CARE SERVICES	PO-361736	2,000.00
233649	SENECA FAMILY OF AGENCIES	PO-362796	9,700.00
233650	AMERSON, GORDON	PV-173512	20.00
233651	AVID CENTER	PO-363454	8,500.00
233652	BLACKER, JOANNE	PV-173481	35.43

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233653	BLANKENBILLER, MARIANNE	PV-173507	113.48
233654	BROOKS, TIM	PV-173515	82.66
233655	CANDELARIO, MYLA	PV-173500	176.36
233656	CARRILLO, RACHEL	PV-173502	35.75
233657	CASBO	PO-363110	1,000.00
		PO-363735	1,095.00
		PO-364414	745.00
		PO-364494	215.00
		PO-364559	255.00
233658	CASC CONFERENCE	PO-362972	7,886.30
233659	CHAMBERLAIN, DAVID	PV-173499	927.07
233660	CHICAS, CARLOS	PV-173508	70.74
233661	CHRISTMAN-STURM, TRACY	PV-173505	311.51
233662	COALITION FOR ADEQUATE SCHOOL	PO-361691	751.00
233663	COLLEGE BOARD - WRO	PO-363842	190.00
		PO-364992	35.00
233664	CRISIS PREVENTION INSTITUTE	PO-364497	2,850.00
233665	CROWLEY, HEIDI	PV-173491	37.80
233666	FRED PRYOR SEMINARS	PO-364151	99.00
		PO-364152	99.00
233667	GARDEN GROVE UN SCH DIST	PO-364163	279.98
233668	JANE MORE	PO-365072	328.00
233669	LANGE, KATHLEEN	PV-173510	26.48
233670	LOREN JOHNSON	PO-365077	328.00
233671	LORMAN EDUCATION SERVICES	PO-364236	199.00
233672	MARTIN, GRANT	PV-173492	79.92
		PV-173493	55.30
		PV-173496	65.66
233673	MILLER, ROBERT	PV-173514	82.66
233674	NCTE	PO-363137	305.00
233675	OCDE	PO-361531	100.00
		PO-362781	75.00
		PO-362837	25.00
		PO-363680	3,400.00
233676	OCDE	PO-362778	50.00
233677	ORANGE COUNTY DEPT. OF EDUC.	PO-364101	1,700.00
233678	PATERNO, ROCCO	PV-173501	618.14
233679	RAMIREZ, DANA	PV-173516	38.52
		PV-173517	38.52
233680	RUSSOMANNO, ANTHONY	PV-173488	6.63
233681	STEWART, DAVID	PV-173513	83.16
233682	TRAN, ANTHONY	PV-173509	25.00
233683	TRAN, NAOMI	PV-173506	5.40
233684	VARRICCHIO, AMY M.	PV-173483	1,117.80
233685	WADA, LISA	PV-173487	60.49

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233686	WOODSON, CANDACE	PV-173511	63.85
233687	YOUNG, SIAN	PV-173485	93.74
233688	OCDE	PO-362814	75.00
233689	AMY E ORR	PO-361265	1,505.00
233690	APPLE LEARNING COMPANY	PO-363096	2,240.00
233691	BACKUS & ERNST LLP	PO-365017	192.50
233692	BEST BEST & KRIEGER LLP	PO-362338	72.00
233693	CONTEMPORARY SERVICES CORP.	PO-362371	1,402.88
233694	GOODWILL INDUSTRIES OF ORANGE	PO-363677	1,593.75
233695	LCRA TRUST	PO-361283	2,450.00
233696	LEADERSHIP ASSOCIATES	PO-365051	4,725.00
233697	MEET THE MASTERS	PO-360049	2,921.82
233698	ORBACH HUFF SUAREZ & HENDERSON	PV-173518	103.60
		PV-173519	9,595.88
		PV-173520	11,499.68
233699	PROFESSIONAL TUTORS OF AMERICA	PO-361254	563.75
233700	RAR CONSULTING GROUP INC	PO-363613	9,600.00
233701	S T A R ACADEMY	PO-362594	1,155.00
		PO-364258	825.00
233702	THE COLLEGE BLUEPRINT	PO-364106	14,450.00
233703	WAL MART COMMUNITY/RFCSLLC	PO-360551	25.75
		PO-363797	156.70
		PO-364231	90.83
233704	WAL MART COMMUNITY/RFCSLLC	PO-360932	52.49
		PO-361226	27.77
		PO-363386	168.13
233705	CUSD REVOLVING CASH	CM-170156	0.60-
		CM-170157	0.75-
		CM-170158	0.81-
		CM-170159	0.83-
		CM-170160	0.80-
		CM-170161	0.81-
		PV-173482	44,081.03
		PV-173489	90.00
233706	CUSD REVOLVING CASH	PV-173482	50.00
233707	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	102,116.05
233708	UNUM LIFE INSURANCE	PO-360338	13,182.96
233709	APPLE EDUCATION FINANCE	PO-364894	1,704.43
		PO-364955	40.94
233710	BAYSCAN	PO-364819	246.66

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Warrant Number	Name of Payee	Reference Number	Amount
233711	CDW GOVERNMENT	PO-364096	781.49
		PO-364154	139.48
		PO-364489	95.14
		PO-364578	816.92
		PO-364580	769.99
		PO-364602	1,233.74
		PO-364619	822.08
		PO-364742	218.18
		PO-364744	9,990.55
		PO-364782	1,763.39
		PO-364901	644.61
		PO-364957	110.39
		PO-364970	83,154.26
		PO-364979	303.82
		PO-365003	77.35
		PO-365033	75.25
233712	COMPLETE OFFICE OF CA	PO-360644	84.56
		PO-360658	454.22
233713	DENAULT'S HARDWARE	PO-360093	86.19
233714	FASTENAL	PO-363824	218.79
233715	TIME CLOCK PLUS	PV-173503	3,900.00
		1,077 Warrants	\$20,279,726.33

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

VENDOR	TITLE	CUSD 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
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET, Inc.	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
ASSI Security	California Multiple Award Schedule (CMAS) Contract No. 4-16-84-0054A, provides for the purchase, installation, and warranty of access control systems and related componets	12/14/2016
Ben's Asphalt, Inc.	Bid No. 1516-25 Asphalt Paving, Seal coating and Repair	5/11/2016
Blue Violet Networks, LLC	California Multiple Award Schedule (CMAS) Contract No. 3-16-84-0052A, Supplement No. 1 for purchase and warranty of video surveillance hardward, maintenance, software and software maintenance as a product	11/16/2016
California Western Visuals	California Multiple Award Schedule (CMAS) Contract No. 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CR&R	Bid No. 1516-24, Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	5/25/2016
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDW Government, LLC	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
Clear Source IT	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
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
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 10-1314 Wide Area Network Services	3/12/2014
Cox Business, OC/PV/SB	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
CR&R	Bid No. 1516-24 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	5/25/2016
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) Contract No. MNWNC-108 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	10/28/2015
Dimension Data	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Desert Communications	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-14-58-0074A, for Non Information Technology Goods	9/23/2015
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Informtion Technology Goods & Services	10/14/2015
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Downtown Ford Sales	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Downtown Ford Sales	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Elk Grove Auto Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Auto Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Auto Group	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Ford	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Epic Machines, Inc.	California Multiple Award Schedule Contract (CMAS) Contract No. 3-14-70-3108A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
Epic Machines, Inc.	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Extron Electronics	California Multiple Award Schedule (CMAS) Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fred M. Boerner Motor Co.	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Freeway Toyota	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014
GigaKOM	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Gilbert & Stearns, Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
KYA Services, LLC	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	9/24/2014
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
Ogletree, Deakins, Nash, Stoak & Steart, PC	RFQ No. 6-1516 Whistleblower Policy Investigative Law Firm	6/22/2016
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1516-03, Plumbing Services	6/22/2016
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
Pinnacle Petroleum Inc.	Newport Mesa USD Bid No. 108-16: Fuel (Gasoline and	10/26/2016
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Riverview International	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016

EXHIBIT 3

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

VENDOR	TITLE	CUSD 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
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2015
Southwest School Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies	2/24/2016
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Swift Superstore	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Swift Superstore	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Swift Superstore	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Val-Pro, Inc., dba Valley Fruit & Produce Co.	Bid No. 1617-05 Fresh Produce (Fruits & Vegetables) Products and Services	9/28/2016
Vector Resources, Inc.	California Multiple Award Schedule (CMAS) Contract Nos. 3-08-70-0876Y, 3-11-70-0876AG, 3-13-70-0876AL, 3-15-70-0876AM, 3-15-84-0018B, 3-16-70-2382B, 3-11-70-0876AK, 03-01-70-0879H, 03-08-70-0876W and 3-16-84-0018C, General Services Administration Schedule Nos. GS-35F-0505U, GS-35F-0563U, GS-35F-0308U, GS-35F-0511T, GS-07F-0206W, GS-35F-183DA, GS-35F-0143R, GS-35F-4748G, GS-35F-0814N and GS-07F-0200W respectively, Information Technology Goods and Services	12/14/2016
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Waterline Technologies, Inc	Los Angeles Unified School District Bid Contract No 4400003040 for Swimming Pool Chemicals	7/22/2015
Weatherproofing Technologies	1516-08 Districtwide Roof Assessments & Preventative Roof Maintenance	9/9/2015
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
Winner Chevrolet	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Winner Chevrolet	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Wondries Fleet Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Wondries Fleet Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
X-Act Technology Solutions Incorp	1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 2/1/17

2016-17

112650	A & R WHOLESALE DISTRIBUTORS	1,314,157.89
001018	A Z BUS SALES INC	908,715.12
146968	ABOVE ALL NAMES CONSTRUCTION	331,610.45
152532	ADVANTAGE WEST INVESTMENT	451,998.39
112173	ALLIANCE OF SCHOOLS FOR	2,055,737.00
004090	APPLE COMPUTER INC	366,011.29
058875	ATKINSON ANDELSON LOYA	430,237.72
049767	BENS ASPHALT	681,022.30
118161	CAPISTRANO CONNECTIONS ACADEMY	11,715,754.00
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,010,367.29
106764	CDWG Inc	1,613,599.24
152548	CJK CONSTRUCTION MANAGEMENT	391,883.00
146265	COMMUNITY ROOTS ACADEMY	2,235,062.00
154142	CORVEL ENTERPRISE COMP	256,281.00
122828	CORVEL ENTERPRISE COMP INC	1,453,709.66
112600	COX COMMUNICATIONS	298,332.87
024000	CULVER-NEWLIN	415,987.57
105883	DAVE BANG ASSOCIATES	300,956.26
150706	EPIC MACHINES INC.	373,781.00
152838	FASTECH	348,933.86
149926	G.A. DOMINGUEZ	309,556.25
122820	HMC	440,486.38
130047	HOLLANDIA DAIRY INC.	282,549.53
041995	HOUGHTON MIFFLIN CO	2,427,082.09
148747	ILLUMINATE EDUCATION INC.	259,111.00
105873	JOURNEY CHARTER SCHOOL	1,683,891.00
152347	KYA SERVICES LLC	405,912.12
150703	MEBA C/O	30,454,070.09
061270	MOULTON NIGUEL WATER	262,868.42
100369	OCEANVIEW SCHOOL	324,550.24
113144	OPPORTUNITY FOR LEARNING	835,716.14
153868	ORANGE COUNTY ACADEMY OF	915,531.00
066570	ORANGE COUNTY DEPT OF EDUC	2,604,076.71
146264	OXFORD ACADEMY	3,257,735.00
123679	PACIFIC PLUMBING COMPANY OF	281,182.62
142564	PAUL C MILLER CONSTRUCTION CO	2,886,329.27

VENDOR PAYMENTS OVER 250K AS OF 2/1/17**2016-17**

105435 PEARSON EDUCATION INC	643,032.52
150715 PORT VIEW PREPARATORY SCHOOL	321,928.90
153379 R. JENSEN CO INC	968,625.75
078255 SAN DIEGO GAS & ELECTRIC	5,211,502.35
150282 SILVER CREEK INDUSTRIES INC	523,277.80
149669 SOUTH COAST ROP	2,156,488.85
122718 SOUTHERN CALIFORNIA EDISON	1,015,053.91
084770 SOUTHWEST SCHOOL SUPPLY	298,108.73
153712 STATES LINK CONSTRUCTION INC	1,299,245.31
147868 US BANK	2,518,953.00
115841 US BANK NATIONAL ASSOCIATION	1,247,209.45
146077 WEST COAST ARBORISTS INC.	250,843.50
099210 XEROX CORPORATION	1,323,595.02

FEBRUARY 22, 2017 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
*MCA	1617265	Special Education	ECE4Autism	Provide basic education program/dual enrollment and related services for District students with special needs	7-1-16 to 6-30-17	\$50,000.00
ICA	1617267	General Fund	Rentokil North America, Incorporated dba Western Exterminator Company	Provide monthly pest control services at all high school locations, includes initial set-up for rodent, gopher, squirrel, and general pest control services	2-1-17 to 6-30-17	\$29,130.00
ICA	1617268	Title I	Lizeth Nava	Provide parent educator classes and related services at San Juan Elementary School	2-1-17 to 6-30-17	\$500.00
FSA	1617269	Deferred Maintenance	SBCO, Incorporated dba Rutherford Design	Replace/repair entire audio system for the San Clemente High School Triton Center	2-27-17 to upon completion	\$29,677.08
PSA	1617270	Deferred Maintenance	Kitchell Corporation dba Kitchell CEM	Provide facilities condition assessments at Ambuehl Elementary School	1-31-17 to 12-31-17	\$10,000.00
PSA	1617271	General Fund	Bergman Dacey Goldsmith, A Professional Law Corporation	Provide legal services	7-1-16 to 6-30-17	\$25,000.00

Total \$144,307.08

AMENDMENTS

TYPE	CONTRACT NO	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
					Increase contract amount from \$100,000 to \$115,000 to cover legal services relating to 2016 general obligation bond election	\$15,000.00
PSA	1617151	General Fund	Dannis Woliver Kelley	Provide legal services	Increase contract amount from \$100,000 to \$350,000 to cover additional services	\$250,000.00
PSA	1617153	General Fund	Orbach Huff Suarez & Henderson	Provide legal services	Extend contract term through 6-30-17 to cover IEE services for students that began in April 2016	\$0.00
PSA	1516234	Special Education	Creative Behavior Interventions	Provide independent educational evaluation (IEE) for behavioral assessment and related services for various District students with special needs	Increase contract amount from \$18,250 to \$25,750 to cover additional services	\$7,500.00
ICA	1617238	Special Education	Edupoint Educational Systems, LLC	Provide technical support and training for Special Education department		
				Provide occupational therapist, certified occupational therapist assistant, physical therapist, physical therapist assistant, speech language pathologist and speech language pathologist assistant services to District students with special needs	Increase contract amount from \$175,000 to \$275,000 to cover additional services	\$100,000.00
ICA	1617008	Special Education	Sunbelt Staffing, LLC	Provide energy audit services, as awarded pursuant to RFP No. 5-1516	Extend contract term through 2-14-21	\$246,000.00

Total \$618,500.00

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



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**")

ECE4AUTISM

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

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

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

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

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

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

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: February 22, 2017

By: _____
Name: _____
Title: _____
Email address _____
FEIN/SSN _____

EXHIBIT A: RATES**CONTRACTOR ECE4AUTISM****2016-2017****(NONPUBLIC SCHOOL OR AGENCY)****(CONTRACT YEAR)****CONTRACTOR NUMBER 30-66621-0733082**

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

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

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
\$190.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$90.00	Per Hour
	b. Language and Speech Therapy – Group of 2	\$70.00	Per Hour
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	\$90.00	Per Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$90.00	Per Hour
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	\$90.00	Per Hour
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	\$90.00	Per Hour
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	\$100.00	Per hour
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____
	Additional Attached Services	Attached	_____

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

**By credentialed Special Education Teacher.



2000 E Ivy Hill Ln,
Orange, CA 92867
Tel: 714-637-1489
Fax: 714-637-2584

RATE SHEET

DESIGNATED INSTRUCTION	SERVICE Abbreviation	Individual	Group	Consult/ Assess	Time Allotment
Specialized Academic Instruction	SE		\$190.00		DAY
Specialized Academic Instruction-Extended School Year	SE-EYS		\$190.00		DAY
DESIGNATED SERVICES	SERVICE Abbreviation	Individual	Group	Consult	Time Allotment
Assistive Technology Services	ATS	\$35.00	\$25.00		HOURL
Behavior Intervention-Design or Planning	BID	\$90.00		\$90.00	HOURL
Behavior Intervention-Implementation	BII	\$90.00			HOURL
Language and Speech Development and Remediation	LSDR	\$90.00	\$70.00	\$90	HOURL
Occupational Therapy Service	OT	\$90.00		\$90	HOURL
Recreation Services	RS	\$55.00			HOURL
Specially Designed Vocational Education and Career Development	VECD	\$55.00			HOURL



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 23, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

RENTOKIL NORTH AMERICA, INC DBA WESTERN EXTERMINATOR COMPANY

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: **\$29,130.00** in the aggregate under the term of this Agreement.

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

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

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

IN WITNESS 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: February 22, 2017

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

Email Address: _____
FEIN: _____

Service Location

Aliso Niguel High School

Investment Details

Initial Services	Price
Initial Installation, Setup and Corrective Services - 1 Services : Installation of 20 tamper resistant rodent bait stations	\$ 320.00
Initial Installation, Setup and Corrective Services - 1 Services Pocket Gopher treatment of all school grounds.	\$ 360.00
Initial Installation, Setup and Corrective Services - 1 Services Ground squirrel treatment of all infested school grounds.	No Current Activity
Initial Installation, Setup and Corrective Services - 1 Services Initial General Pest Service	\$ 240.00
Total Initial Services	\$ 920.00

Routine Management Services	Price
Interior Crawling Insect Management Program - 24 Services per Year	<i>Included</i>
Ground Squirrel Management - 24 Services per Year : .	<i>Included</i>
Gopher Control - 24 Services per Year, Up to 24 : .	<i>Included</i>
Exterior Rodent Management Program - 12 Services per Year, Up to 20 Devices, Around Perimeter of Structure	<i>Included</i>
General Pest Service Program - 12 Services per Year	<i>Included</i>
Total Cost of Routine Services	\$ 585.00 /Month

Unscheduled Services	Price
Fire Ants Management - : Price upon inspection	Price upon inspection
Stinging Insect Nest Removal - Removal Area(s): Price on inspection	Price upon inspection
Stinging Insect Management - : Price upon inspection	\$190.00/service

Service Location

Capistrano Valley High School

Investment Details

Initial Services	Price
Initial Installation, Setup and Corrective Services - 1 Services Installation of 20 tamper resistant rodent bait stations	\$ 320.00
Initial Installation, Setup and Corrective Services - 1 Services Pocket Gopher treatment of all school grounds.	\$ 350.00
Initial Installation, Setup and Corrective Services - 1 Services Ground squirrel treatment of all infested school grounds.	\$ 350.00
Initial Installation, Setup and Corrective Services - 1 Services Initial General Pest Service	\$ 240.00
Total Initial Services	\$ 1,260.00

Routine Management Services	Price
Interior Crawling Insect Management Program - 24 Services per Year	<i>Included</i>
Ground Squirrel Management - 24 Services per Year	<i>Included</i>
Gopher Control - 24 Services per Year	<i>Included</i>
Exterior Rodent Management Program - 12 Services per Year, Up to 20 Devices, Around Perimeter of Structure	<i>Included</i>
General Pest Service Program - 12 Services per Year	<i>Included</i>
Total Cost of Routine Services	\$ 680.00 /Month

Unscheduled Services	Price
Fire Ants Management - Price upon inspection	Price upon inspection
Stinging Insect Nest Removal - Removal Area(s): Price on inspection	Price upon inspection
Stinging Insect Management -	\$ 190.00 /Service

Service Location

Dana Hills High School

Investment Details

Initial Services	Price
Initial Installation, Setup and Corrective Services - 1 Services : Installation of 20 tamper resistant rodent bait stations	\$ 320.00
Initial Installation, Setup and Corrective Services - 1 Services : Pocket Gopher treatment of all school grounds.	\$ 225.00
Initial Installation, Setup and Corrective Services - 1 Services : Ground squirrel treatment of all infested school grounds.	\$ 375.00
Initial Installation, Setup and Corrective Services - 1 Services : Initial General Pest Service	\$ 240.00
Total Initial Services	\$ 1160.00

Routine Management Services	Price
Interior Crawling Insect Management Program - 24 Services per Year	<i>Included</i>
Ground Squirrel Management - 24 Services per Year : .	<i>Included</i>
Gopher Control - 24 Services per Year, Up to 24 : .	<i>Included</i>
Exterior Rodent Management Program - 12 Services per Year, Up to 20 Devices, Around Perimeter of Structure	<i>Included</i>
General Pest Service Program - 12 Services per Year	<i>Included</i>
Total Cost of Routine Services	\$ 585.00 /Month

Unscheduled Services	Price
Fire Ants Management - Price upon inspection	Price upon inspection
Stinging Insect Nest Removal - Removal Area(s): Price on inspection	Price upon inspection
Stinging Insect Management -	\$ 190.00 /Service

Service Location

San Clemente High School

Investment Details

Initial Services	Price
Initial Installation, Setup and Corrective Services - 1 Services Installation of 30 tamper resistant rodent bait stations	\$ 480.00
Initial Installation, Setup and Corrective Services - 1 Services Pocket Gopher treatment of all school grounds.	\$ 650.00
Initial Installation, Setup and Corrective Services - 1 Services Ground squirrel treatment of all infested school grounds.	\$ 650.00
Initial Installation, Setup and Corrective Services - 1 Services Initial General Pest Service	\$ 360.00
Total Initial Services	\$2140.00

Routine Management Services	Price
Interior Crawling Insect Management Program - 24 Services per Year	<i>Included</i>
Ground Squirrel Management - 24 Services per Year	<i>Included</i>
Gopher Control - 24 Services per Year, Up to 24	<i>Included</i>
Exterior Rodent Management Program - 12 Services per Year, Up to 20 Devices, Around Perimeter of Structure	<i>Included</i>
General Pest Service Program - 12 Services per Year	<i>Included</i>
Total Cost of Routine Services	\$ 870.00 /Month

Unscheduled Services	Price
Fire Ants Management - : Price upon inspection	Price upon inspection
Stinging Insect Nest Removal - Removal Area(s): Price on inspection	Price upon inspection
Stinging Insect Management - : Price upon inspection	\$190.00/service

Service Location

San Juan Hills High School

Investment Details

Initial Services	Price
Initial Installation, Setup and Corrective Services - 1 Services Installation of 20 tamper resistant rodent bait stations	\$ 320.00
Initial Installation, Setup and Corrective Services - 1 Services Pocket Gopher treatment of all school grounds.	\$ 450.00
Initial Installation, Setup and Corrective Services - 1 Services Ground squirrel treatment of all infested school grounds.	\$ 450.00
Initial Installation, Setup and Corrective Services - 1 Services Initial General Pest Service	\$ 240.00
Total Initial Services	\$ 1460.00

Routine Management Services	Price
Interior Crawling Insect Management Program - 24 Services per Year	<i>Included</i>
Ground Squirrel Management	<i>Included</i>
Gopher Control	<i>Included</i>
Exterior Rodent Management Program - 12 Services per Year, 30 Devices, Perimeter of Structure Upper /Lower Campus	<i>Included</i>
General Pest Service Program - 12 Services per Year	<i>Included</i>
Total Cost of Routine Services	\$ 720.00 /Month

Unscheduled Services	Price
Fire Ants Management - Price upon inspection	Price upon inspection
Stinging Insect Nest Removal - Removal Area(s): Price on inspection	Price upon inspection
Stinging Insect Management - Price upon inspection	\$190.00/service

Pricing and Terms

Service Location

Tesoro

Investment Details

Initial Services	Price
Initial Installation, Setup and Corrective Services - 1 Services Installation of 20 tamper resistant rodent bait stations	\$ 320.00
Initial Installation, Setup and Corrective Services - 1 Services Pocket Gopher treatment of all school grounds.	\$ 450.00
Initial Installation, Setup and Corrective Services - 1 Services : Ground squirrel treatment of all infested school grounds.	\$ 450.00
Initial Installation, Setup and Corrective Services - 1 Services : Initial General Pest Service	\$ 240.00
Total Initial Services	\$ 1,460.00
Routine Management Services	Price
Interior Crawling Insect Management Program - 24 Services per Year	<i>Included</i>
Ground Squirrel Management - 24 Services per Year	<i>Included</i>
Gopher Control - 24 Services per Year, Up to 24	<i>Included</i>
Exterior Rodent Management Program - 12 Services per Year, Up to 20 Devices, Around Perimeter of Structure	<i>Included</i>
General Pest Service Program - 12 Services per Year	<i>Included</i>
Total Cost of Routine Services	\$ 720.00 /Month
Unscheduled Services	Price
Fire Ants Management - Price upon inspection	Price upon inspection
Stinging Insect Nest Removal - Removal Area(s): Price on inspection	Price upon inspection
Stinging Insect Management -	\$ 190.00 /Service



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **February 23, 2017** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

LIZETH NAVA

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

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

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

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

IN WITNESS 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: February 22, 2017

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

Email Address: _____
FEIN: _____

EXHIBIT A

FEE SCHEDULE

LIZETH NAVA
34376 Via San Juan Apt A
Capistrano Beach, CA 92624
949-542-0888
lizethnava@att.net

Description of Services

Positive Discipline parenting workshop, Phase #2 “Children, Chores, and Responsibilities” 6-week experimental activity workshop, where Consultant will meet with parents once a week for 2 hours (morning from 8am to 10am). Parents will experience what their children are thinking, feeling, and deciding by role-playing carious situations. Parents will learn each week new tools to solve the different challenges that they encounter at home with their children. Consultant will provide all the materials that parents will need. Childcare is not provided by Consultant.

Rate of Pay & Expenses

\$500 for the 6-week series



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this ____ day of _____, by and between _____, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

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

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

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

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: February 22, 2017

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Exhibit A

Estimate

RUTHERFORD DESIGN
17501 LEMARSH STREET
NORTHRIDGE, CA 91325
818-775-0046
LIC# 817202

Date	Estimate #
11/30/2016	1847

Customer:		Ship To:	
SAN CLEMENTE HIGH SCHOOL CLARK FISHER 700 AVENIDA PICO SAN CLEMENTE, CA 92673		SAN CLEMENTE HIGH SCHOOL CLARK FISHER 700 AVENIDA PICO SAN CLEMENTE, CA 92673	
Description	Qty	Cost	Total
***** MPR AUDIO SYSTEM REPLACEMENT*****			
CROWN DCi 4/600 AMPLIFIER	1	2,094.23	2,094.23T
CROWN DCi 4/1250 AMPLIFIER	1	2,951.48	2,951.48T
SYMETRIX JUPITER 8 X8 DSP	1	1,294.65	1,294.65T
SYMETRIX ARC 2E REMOTE (SCENE SELECT)	1	214.65	214.65T
JBL AM7212 / 64 (L /R)	2	1,828.80	3,657.60T
JBL AM7212 / 26 (CENTER)	1	1,828.80	1,828.80T
JBL7212 / 95 (REAR DELAYS)	2	1,828.80	3,657.60T
LOWELL 8 UNIT DECORA PANEL W/ BLANKS / ASSEMBLY	1	72.77	72.77T
70V ATTENUATOR (GREEN ROOM) 50LVC-DB	1	32.92	32.92T
70V ATTENUATOR (EXTERIOR FRONT) 100LVC-DB	1	36.38	36.38T
JBL ASM6115 15" PASSIVE SUBWOOFER	2	1,176.02	2,352.04T
JBL CONTROL 25AV / BLACK (GREEN RM / EXTERIOR)	3	172.02	516.06T
JBL BRACKET MTU-3 / BLACK	5	148.59	742.95T
RACKMOUNT POWER STRIP	1	113.75	113.75T
MISC INSTALLATION HARDWARE / EXPENDABLES	1	573.75	573.75T
LOT / SPEAKER WIRE / TERMINATIONS	1	742.50	742.50T
TECHNICAL ON-SITE SERVICES	1	5,145.53	5,145.53
* APPROX 3 TECHS 3 DAYS			
MISC LODGING / PER DIEM TOTAL	1	1,100.00	1,100.00
EQUIPMENT RENTAL - MAN LIFT / SCISSOR LIFT	1	813.75	813.75T
50% DEPOSIT REQUIRED / BALANCE DUE UPON COMPLETION		Subtotal	\$27,941.41
Terms	Rep	Sales Tax (8.0%)	\$1,735.67
NET UPON RECEI...	RR	Total	\$29,677.08

818-775-0046	rutherfordrj@gmail.com	www.rutherforddesign.com
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PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of February 23, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

KITCHELL CORPORATION dba KITCHELL CEM

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 **\$10,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **January 31, 2017 to December 31, 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: February 22, 2017

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____

Facility Assessment Scope of Work

This project will involve a carefully coordinated effort to provide a logical foundation for planning, funding and implementing regular and periodic repair and/or replacement of building systems and components for the identified facilities. Kitchell has extensive experience in completing complex projects for multiple building programs. Specific tasks are itemized below showing the typical process we follow. The District should be aware that while the structure of our overall approach is typical for condition assessment projects, we will be flexible in its application to meet the District's specific needs and expectations. Our approach for the project is as follows:

Goals

To develop a truly coherent and tactically oriented facility condition assessment will require a coordinated effort between Kitchell and the facility asset stakeholder team. Our Project Manager will pull the team together and provide a quality report and coordinate data integration into your work order system (SchoolDude). We propose the following methodology to accomplish your goals.

Work Plan

This project will involve a carefully coordinated effort to meet the significant level of investigation and analysis required by the asset owner. Kitchell has extensive experience in completing complex projects for multiple building programs. Specific tasks are itemized below showing the time-tested and proven process we follow. Meetings and deliverables are highlighted. Our assessment can be broken down into four major steps.

Step 1: Project Initiation

Deliverables:

- ▶ Meeting minutes including goals and objectives, long-range funding strategies and prioritization categories
- ▶ Building survey schedule
- ▶ Project schedule
- ▶ Determine the format and integration with SchoolDude database

We will meet with the District to ensure everyone is clear on the goals, communication protocols are established, work activities are reviewed and confirmed, schedule milestones are reviewed and confirmed and desired outcomes are established. We will request and review available documentation of the facilities to be assessed. This documentation will establish baseline information for planning our work - a point of beginning – and will include:

- ▶ As-builts drawings of the buildings and systems
- ▶ Existing Facility Condition Assessments (FCAs)
- ▶ Maintenance history, including any infrastructure, facility and equipment problems
- ▶ Other related studies and reports that have been produced for the facilities

We will review regulatory requirements with the District in addition to any long range funding strategies and the prioritization categories. We need to understand the District's long-range funding strategies and prioritization categories, so as we develop our report we can ensure we are prioritizing each deficiency accurately.

Once all of the available data from the District has been received, we will review the provided information to identify the previous work done on each building and on the sites. We will review the past maintenance history to understand the parameters that already exist for size and quantities of building and site systems. We will develop a detailed schedule for site visits to each facility - developing efficient routes so we can minimize interruptions to your staff; and develop the format of the report.

We will facilitate a project kick-off meeting with Kitchell, the District and all Team Members. During this meeting we need to clearly understand the following:

- | | | |
|---|--|---|
| ▶ Goals and objectives | ▶ Roles and responsibilities | ▶ Review long-range funding and prioritization categories |
| ▶ Scope, overall schedule and deliverables | ▶ Review completeness of data provided | ▶ Review security protocols |
| ▶ Future facility modifications including potential additions and/or upgrades | ▶ Review of buildings: age, general condition, maintenance history | ▶ Review the report's format |

We want to ensure that together we tailor the project to efficiently deliver those services that provide the highest value to you, while conforming to your budget.

Step 2: Facility Evaluation

Deliverables:

- ▶ Weekly trip reports consisting of any fire/life/health safety issues

To develop an easily understandable and tactically oriented facility condition assessment will require a coordinated effort between our team, the District and the facilities. Heather Brown, our Project Manager, will organize the field evaluation teams, provide quality reports and coordinate data integration into the District's work order system. Once all existing data is reviewed and evaluated during the project kick-off meeting, we propose the following methodology to complete the facility evaluation portion of the work. We propose to organize the Facility Evaluation Team into multiple assessment groups each composed of an architect, mechanical engineer, and electrical engineer – each a facility assessment expert. These teams will only assess facilities that are owned by the District. In order to insure continuity of data being collected, the groups will hold an internal kick-off meeting and conduct internal daily update calls as the field evaluation work is progressing. The groups will be led by our Field Evaluation Team leaders who are supported by our Field Evaluation Team Logistics and Administrative staff. Specialty resources (e.g. structural and civil engineers) will be added from our Support Team to provide specific expertise and knowledge that may be required for each facility or building element. Prior to our field survey, we will coordinate our arrival schedule with the District. Upon arrival, we will first take time to interview building maintenance personnel, preferably individuals knowledgeable of the major systems maintenance history, current issues and known deficiencies. We will require maintenance staff to escort our field evaluation team (or be available) throughout our assessment. We find site maintenance individuals have a wealth of knowledge that can assist in the development of the assessment report. They should also have access to all mechanical and electrical rooms, roofs, central plants and other secured areas.

We will follow the non-destructive visual observation procedures (as codified in ASTM E2018-15) to conduct our field inventory. Our survey

will be conducted during normal business hours. Our team is courteous and professional, and we anticipate they will be wearing District provided badges/identification to identify them as part of the assessment team. During the building assessment, we will evaluate the architectural, mechanical, electrical building and site systems and components defined in the established scope.

In order to accomplish the goal of this project, our Field Evaluation Team will require the use of technology inside each facility. The use of technology within the facility will likely require District support. Our teams will work with the District to honor privacy and security concerns with respect to the use of technology tools inside the facility. We propose to utilize tablet devices to collect assessment data and take photographs

of deficient items, the building and major systems. Within 24 hours of completing our building assessment, we will deliver a Trip Report that will inform the District of any fire, life and health safety issues that need immediate attention.

Over the course of developing our significant facilities assessment experience and by utilizing respected industry and regulatory resources such as Whitestone Research, US DOJ, ASCE, IFMA and ASHRAE, we have developed comprehensive checklists for each discipline and building elements that are integrated into our mobile application. These checklists address most every potential deficiency. By developing these comprehensive checklists and training each team member in their use, we will control the continuity and quality of our final Facility Condition Assessment Report.

Step 3: Evaluation & Findings



Data gathered from the field teams will be organized into a thorough Facility Assessment Database with photographs of each item. This Database will be a user-friendly tool that details the condition of each building, and notes system and component deficiencies. Each deficiency will have a recommendation for correction and an associated cost so the District can assess and prioritize each need. Our philosophy is that the Database should be a living document and serve as the District's master "road map" for ongoing facility upkeep and maintenance program that guarantees an efficient use of funds.

A budget level cost estimate conforming to ASTM Unifomat II Classification for Building Elements (E1557-97; Level 3) will be generated that captures the field team's recommendations for addressing deficiencies. Our estimating staff relies on in-house historical cost data and knowledge of the bidding climate in the various regions within the California market. We utilize our in-house cost database built from over \$5 billion of construction, RS Means, Timberline and Excel software to prepare our cost estimates. We have an excellent track record of forecasting market conditions that impact construction costs, trade labor and material availability, geographic or seasonal considerations and more. Right now in various regions within California, for example, construction booms are creating labor shortages in key trades. By considering all these potential budget impacts, we consistently produce extremely accurate conceptual estimates that translate into completed facilities within established budgets. A Facilities Condition Index (FCI) and project priorities will be generated. Using industry best practices, and taking into account your budget cycle, we will prepare a phased estimate and priority-based schedule for the completion of our recommendations.

Step 4: Reporting

Deliverables:

- ▶ Pilot Report
- ▶ Final Report

Once we have completed the initial field evaluation, we will develop a pilot report for the District's review and comments. After receiving the District's pilot report review comments, we will make any necessary adjustments and develop our final field evaluation report for the District. If necessary, we will repeat this process again to be sure the District is fully satisfied with the report and findings.

The Facility Evaluation Team will provide a written analysis including a detailed description of each building component and system. The report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. The report will include discussion of current and anticipated repairs, replacements and deficiencies, and applicable options for repair or maintenance of building components. Deficiencies are summarized in a Capital Needs Analysis Table included throughout the report.

A program summary report will be provided to include a roll-up of all prioritized capital needs across all facilities. Reports will reflect a 5-year budget cycle based on the Facility Evaluation Team's building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority. Tables will allow for the customization of reporting and a year-by-year budget needs analysis.

The budget needs analysis will include a cost database sorted by building system and ranked by priority. The format of the database will allow for the customization of reporting by building, by system or by priority, and a year-by-year analysis of budget needs.



Project Schedule

The attached proposed schedule identifies the project tasks, milestones and durations upon notice to proceed. To accelerate the facility condition assessment, we have proposed the utilization of two assessment teams each composed of an architect, mechanical engineer, electrical engineer and civil engineer. By utilizing two assessment teams, Kitchell will deliver a report of all schools by **Mid-June 2017** assuming the teams can begin assessing the facilities by **Mid-January 2017**. If the District desires to accelerate the schedule further, Kitchell would mobilize three assessment teams. By doing so Kitchell will deliver the report by **Mid-May 2017**. If the schedule isn't a driving factor the final option is to utilize just one assessment team. A report will be submitted to the District by **End of September 2017**.

ID	Task Name	Duration	Start	Finish	January	February	March	April	May
1	Capistrano USD Facilities Needs Assessment Project	141 days	Tue 12/20/16	Tue 7/18/17	12/18/2016 1/11/17	1/15/17 2/12/17	2/19/17 3/12/17	3/19/17 4/16/17	4/23/17 5/15/17
2	FACILITIES ASSESSMENT	141 days	Tue 12/20/16	Tue 7/18/17					
3	NTP	0 days	Tue 12/20/16	Tue 12/20/16	12/20				
4	Project Kick-off Mtg w/ District	1 day	Tue 1/3/17	Tue 1/3/17					
5	Pre-assessment mtg w/ District Maint Personnel	1 day	Wed 1/11/17	Wed 1/11/17					
6	Kitchell Reviews All Available Docs	10 days	Thu 12/22/16	Fri 1/13/17					
7	Field Assessment - Team A	25 days	Tue 1/17/17	Wed 2/22/17					
8	Field Assessment - Team B	25 days	Tue 1/17/17	Wed 2/22/17					
9	Trip Report for Field Assessment	2 days	Mon 2/27/17	Tue 2/28/17					
10	Discipline Narrative Write-up for Cost Estimating (for One School Only)	2 days	Mon 2/27/17	Tue 2/28/17					
11	Cost Estimating; Assembling Reports for Internal QC	1 day	Wed 3/1/17	Wed 3/1/17					
12	Kitchell QC Review (Prior to District Submission)	1 day	Thu 3/2/17	Thu 3/2/17					
13	Richard ES Draft Report - Issue for District Review	0 days	Thu 3/2/17	Thu 3/2/17					
14	District Review & Comments on One School Draft Report	5 days	Fri 3/3/17	Thu 3/9/17					
15	District Review Meeting	1 day	Tue 3/14/17	Tue 3/14/17					
16	Kitchell Incorporates District's Comments & Resubmits One School Draft Report for Final Approval	3 days	Wed 3/15/17	Fri 3/17/17					
17	Deficiency Write-up for Cost Estimating	40 days	Mon 3/20/17	Fri 5/12/17					
18	Cost Estimating; Discipline Narratives	10 days	Mon 5/15/17	Fri 5/26/17					
19	Assembling Reports for Internal QC	10 days	Mon 5/29/17	Fri 6/9/17					
20	Kitchell QC Review (Prior to District Submission)	5 days	Mon 6/12/17	Fri 6/16/17					
21	All Schools Draft Report - Issue for District Review	0 days	Fri 6/16/17	Fri 6/16/17					
22	District Review & Comments on All Schools Draft Report	10 days	Mon 6/19/17	Fri 6/30/17					
23	District Review Meeting	1 day	Tue 7/4/17	Tue 7/4/17					
24	Kitchell Incorporates District's Comments, Issues All Schools Final Report	10 days	Wed 7/5/17	Tue 7/18/17					

Project: CapUSD FCA Schedule Date: Fri 12/9/16	Task Split Milestone Summary	Project Summary External Tasks External Milestone Inactive Milestone	Inactive Summary Manual Task Duration-only Manual Summary Rollup	Manual Summary Start-only Finish-only External Tasks	External Milestone Progress Deadline
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Facilities Condition Assessment Fee Proposal

Site	Total Square Footage	Family	Assessment Fee By Family
TRANSPORTATION-NORTH	15,204	Aliso Niguel	\$ 114,016.84
JOURNEY SCHOOL	28,260	Aliso Niguel	
DON JUAN ELEMENTARY SCHOOL	39,600	Aliso Niguel	
BERGESON ELEMENTARY SCHOOL	46,220	Aliso Niguel	
CANYON VISTA ELEMENTARY SCHOOL	47,025	Aliso Niguel	
LAGUNA NIGUEL ELEMENTARY SCHOOL	50,080	Aliso Niguel	
WOOD CANYON ELEMENTARY SCHOOL	52,672	Aliso Niguel	
OAK GROVE ELEMENTARY SCHOOL	58,160	Aliso Niguel	
DON JUAN MIDDLE SCHOOL	77,713	Aliso Niguel	
ALISO VIEJO MIDDLE SCHOOL	81,937	Aliso Niguel	
ALISO NIGUEL HIGH SCHOOL	251,166	Aliso Niguel	
ANNEX II (LEASED) (NIC)	1,200	Capistrano Valley	\$ 112,278.80
JUNIPERO SERRA HIGH SCHOOL	19,269	Capistrano Valley	
BARCELONA HILLS ELEMENTARY	43,268	Capistrano Valley	
CASTILLE ELEMENTARY SCHOOL	49,285	Capistrano Valley	
VIEJO ELEMENTARY SCHOOL	49,444	Capistrano Valley	
BATHGATE ELEMENTARY SCHOOL	52,734	Capistrano Valley	
CARL H. HANKEY ELEMENTARY SCHOOL	61,478	Capistrano Valley	
PHILIP J. REILLY SCHOOL	71,334	Capistrano Valley	
FRED NEWHART MIDDLE SCHOOL	118,058	Capistrano Valley	
CAPISTRANO VALLEY HIGH SCHOOL	322,703	Capistrano Valley	
R.H. DANA FACILITY	30,522	Dana Hills	\$ 95,057.89
R.H. DANA ELEMENTARY SCHOOL	40,063	Dana Hills	
HIDDEN HILLS ELEMENTARY SCHOOL	52,114	Dana Hills	
GEORGE WHITE ELEMENTARY SCHOOL	55,437	Dana Hills	
MOULTAN ELEMENTARY SCHOOL	55,893	Dana Hills	
CROWN VALLEY ELEMENTARY SCHOOL	58,029	Dana Hills	
MALCOM ELEMENTARY SCHOOL	58,569	Dana Hills	
NIGUEL MIDDLE SCHOOL	95,892	Dana Hills	
DANA HILLS HIGH SCHOOL	223,189	Dana Hills	\$ 124,586.00
TRANSPORTATION-SOUTH	20,414	San Clemente	
CONCORDIA ELEMENTARY SCHOOL	44,369	San Clemente	
MARBLEHEAD ELEMENTARY SCHOOL	47,912	San Clemente	
PALISADES SCHOOL	48,536	San Clemente	
TRUMAN BENEDICT SCHOOL	48,764	San Clemente	
LAS PALMAS ELEMENTARY SCHOOL	51,535	San Clemente	
CLARENCE LOBO ELEMENTARY SCHOOL	54,269	San Clemente	
BERNICE AYER MIDDLE SCHOOL	63,378	San Clemente	
SHORECLIFFS MIDDLE SCHOOL	85,065	San Clemente	
VISTA DEL MAR SCHOOL	119,134	San Clemente	
SAN CLEMENTE HIGH SCHOOL	250,305	San Clemente	
ANNEX I (LEASED) (NIC)	787	San Juan Hills	\$ 107,005.29
ANNEX I (LEASED) (NIC)	960	San Juan Hills	
DISTRICT AUXILIARY 1 & 2	5,818	San Juan Hills	
ROP	14,915	San Juan Hills	
ADULT EDUCATION	17,302	San Juan Hills	
AMBUEHL ELEMENTARY SCHOOL	37,750	San Juan Hills	
DEL OBISPO ELEMENTARY SCHOOL	39,063	San Juan Hills	
SAN JUAN ELEMENTARY SCHOOL	55,346	San Juan Hills	
KINOSHITA ELEMENTARY SCHOOL	57,902	San Juan Hills	
WAREHOUSE/OFFICE	69,403	San Juan Hills	
FOSTER MIDDLE SCHOOL	103,225	San Juan Hills	
EDUCATION CENTER	130,194	San Juan Hills	
SAN JUAN HILLS HIGH SCHOOL	210,119	San Juan Hills	
TIJERAS CREEK ELEMENTARY SCHOOL	44,334	Tesoro	\$ 108,745.19
CHAPARREL ELEMENTARY SCHOOL	55,429	Tesoro	
OSO GRANDE ELEMENTARY SCHOOL	59,271	Tesoro	
WAGON WHEEL ELEMENTARY SCHOOL	63,537	Tesoro	
ARROYO VISTA ELEMENTARY SCHOOL	95,655	Tesoro	
LOS FLORES MIDDLE SCHOOL	128,111	Tesoro	
LADERA RANCH SCHOOL	136,215	Tesoro	\$ 108,745.19
TESORO HIGH SCHOOL	222,111	Tesoro	
Total SF	4,365,535	Total Fee	\$ 661,690.01

Value Added Services

There are additional Kitchell services available that, based on conversations with the District, could be beneficial to enhance the longevity of your facilities. Scope of work narratives and costing for these optional services have been provided below.

ASCE 41-13 Seismic Evaluation of Existing Facilities

Kitchell proposes to perform an ASCE 41-13 Tier 1 seismic evaluation at the District's seven high schools. At Junipero Serra High School and Dana Hills High School we shall evaluate the main buildings. For the remaining five high schools we shall evaluate the Gymnasiums. Kitchell's structural engineer will visit the site; review the plans provided by the District; and complete an ASCE 41-13 Tier 1 life-safety evaluation of the structural systems for the identified facilities. Should our findings prove non-compliance, and if the District agrees by an amendment / separate agreement, Kitchell has the capability of providing Tier 2 and Tier 3 analysis and calculations utilizing broadly accepted 3D structural modeling software.

Total Fee for ASCE 41-13 Seismic Evaluation of Existing Facilities: \$48,860

ADA Self Evaluation and Transition Plan Services

The ADA Transition plan shall (1) identify physical obstacles limiting accessibility; (2) describe methods in narrative format to be used to make the site accessible; and (3) specify a schedule for achieving compliance. The scope of work shall include the steps necessary to meet the requirements of 28 CFR Part 35.250(d) including but not limited to the following:

1. Identify all necessary documents and materials to conduct a self-evaluation and audit process for physical access:
 - ▶ Conduct meetings with District staff as appropriate
 - ▶ Refine tasks and schedule
 - ▶ Evaluate current program/facility accessibility
 - ▶ Identify potential architectural barriers that may limit access in existing District owned buildings, including access to public transportation, internal sidewalks and road barriers.
 - ▶ Identify, develop and conduct surveys as needed of public use and interior features of site and buildings that are District owned and provide programs, services, or activities to the public. The survey will identify physical barriers in each facility and public spaces including internal sidewalks/road barriers that limit accessibility and compare each facility to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
2. Work with the District to produce facility diagrams that reflect the current built environment at each facility for use in the ADA Transition Plan. Diagrams shall note location of architectural barriers. If available, the District will provide any existing blueprints, CAD files, emergency evacuation diagrams, or other graphics or information that portrays District facilities.
3. Develop Facility Reports for each District owned site and building, detailing each item found to be in noncompliance. The reports will become the property of the District for future reference and District updates as needed.

-
4. Prepare a Draft of the Self-Evaluation and Transition Plan to include the following:
 - ▶ Review of findings of Self-Evaluation of District owned buildings, facilities, internal sidewalks, and curb ramps
 - ▶ Identify barriers and prioritize solutions
 - ▶ Identify a rough order of magnitude cost estimates for establishing a conceptual budget
 - ▶ Recommend new policies
 - ▶ Recommend funding sources:
 - CIP budget
 - Other resources
 5. Prepare and present a presentation of findings and Q&A session for the District to clarify information and finalize process.
 - ▶ Provide one hard copy, bound, and one electronic copy of the Transition Plan
 6. Prepare and present to the District as necessary.

Fee for ADA Transition Plan: \$25,000 per site on a time and material not to exceed agreement.

Maintenance Staffing and Cost Analysis

Kitchell is uniquely positioned to educate the District on the total cost of ownership for their entire school system via completion of a life cycle cost analysis across the District. Upon completion of each facility condition assessment the current replacement value of each building type will be generated and utilized in a variety of ratios to predict and plan maintenance and repair costs for each asset over a period of time. This data can then be used in combination with industry standard benchmarking statistics for typical maintenance costs of each building type and age in order to advise on the right size of staffing required to provide an optimum preventive maintenance program along with periodic corrective maintenance. In addition, we will be able to determine the right size of staffing required to perform daily rounds & readings to ensure building systems are operating within acceptable limits. We can further compare the remaining life expectancy of the building equipment against manufacturer's recommended mean time between failure data in order to accurately predict when capital equipment replacement will need to occur. This data when illustrated graphically is a powerful tool to demonstrate and plan for capital spending spikes in those years when major building system replacement needs to occur. This type of analysis and subsequent report can be relied upon to financially plan for the total cost of ownership of the District for the next 50 years.

Total Fee for Maintenance Staffing and Cost Analysis: \$10,000

Preventive Maintenance Program Development

1. Review existing processes and procedures involving Asset Management, Corrective and Preventive Maintenance (PM).
2. Review existing data.
 - ▶ Review existing SchoolDude Computerized Maintenance Management System (CMMS) asset data (attributes, ID's, naming convention and numbering system)
 - ▶ Analyze existing Preventive Maintenance Data (PM's, procedures, schedules and resources)
 - ▶ Review available construction documents and as-built drawings
3. Asset Tree Development
 - ▶ Create an Asset Tree (an outline of the functional spaces of a facility / campus, by building, floor, area, and operational use) and upload into the District CMMS
4. Asset Tag Equipment
 - ▶ Review and determine the equipment type that will be in scope to asset tag and maintain for the PM program
 - ▶ Develop a preliminary asset list based off of construction documents (if available)
 - ▶ Determine the type of numbering system for asset tags
 - ▶ Perform asset tagging on campus
 - Field verify equipment, adhere asset tag with bar code, capture all nameplate data for the piece of equipment (equipment type, location, model number, serial number, manufacturer, field ID)
5. Develop PM Procedures
 - ▶ Develop a specific PM procedure for each piece of maintainable equipment (or asset); typically Mechanical/ Electrical/Plumbing (MEP)
 - Procedures to be based on manufactures recommendations and industry standards
 - Procedures to include the tasks necessary for each frequency interval (daily, weekly, monthly, quarterly, semi-annually, annually)
 - Safety precautions and protocols to be included
 - ▶ CMMS configured to create the PM's for each asset
 - Assets to be attached to PM procedures and scheduled which will auto-generate work orders, assigned to appropriate district team, team member, or outside vendor (if applicable)
6. Resource Balancing
 - ▶ PM's to be prioritized for service completion based on criticality and shutdown needs to the District operation and mission
 - ▶ PM frequency to be adjusted based on priority and available District resources (FTE and vendors)
 - ▶ Prioritizations and frequency adjustments to be agreed upon by District prior to implementation

Pricing and Fee Structure

1. Comprehensive Asset Tagging and PM Program Development

▶ **\$.15 SF x 4,587,646 SF = \$688,147**

** Includes all labor, materials and travel expenses necessary to complete this scope of work*

▶ Includes all maintainable assets and components related to the Building Operating Systems; including but not limited to: MEP, Fire, Safety, Conveying, Kitchen and General Building Equipment

2. Alternative 1: Value Based Asset Tagging and PM Program Development

▶ **\$.10 SF x 4,587,646 SF = \$458,765**

** Includes all labor, materials and travel expenses necessary to complete this scope of work*

▶ Includes all maintainable assets and components related to the Building Operating Systems; including but not limited to: MEP, Fire, Safety, Conveying, Kitchen and General Building Equipment

• Does not include HVAC system equipment (assets) located above the ceilings such as VAV boxes, air terminal units, supply and exhaust duct valves, or other similar assets.

▶ A PM procedure will be scheduled within the CMMS that includes the necessary service procedures, however this PM procedure will be attached to each building rather than the specific asset

Notes

1. Kitchell will require a District staff person with knowledge of the building MEP systems for purposes of access and escorting within and on District property, and to aide Kitchell in identifying and locating building equipment (assets).
2. District to provide ladders and other necessary equipment (including aerial lifts) for the purpose of safely gathering all data in the field.
3. Kitchell to observe and follow all Cal-OSHA and other applicable safety standards and guidelines while conducting this work; including but not limited to: Fall Protection, Aerial Lift, Ladder and Electrical Hazard safety.



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 1, 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".

BERGMAN DACEY GOLDSMITH, A PROFESSIONAL LAW CORPORATION

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 **\$25,000.00** in the aggregate under term of this Agreement.

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

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

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

IN WITNESS 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: February 22, 2017

CONSULTANT

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

Email Address: _____
FEIN _____

EXHIBIT A

BERGMAN DACEY GOLDSMITH

2017

NAME	TITLE	RATE
JOHN P. DACEY	SHAREHOLDER	\$275.00/ hr
KELLY CAUVEL	OF COUNSEL	\$275.00/hr
ROBERT BERGMAN	OF COUNSEL	\$275.00/hr
ELINA ANTONIOU	ASSOCIATE	\$235.00/hr
MARY ANN LATORRES	PARALEGAL	\$115.00/hr

FIRST AMENDMENT TO PSA NO. 1617151

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND DANNIS WOLIVER KELLEY

This First Amendment to PSA No. 1617151 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Dannis Woliver Kelley (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on August 17, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to PSA No. 1617151; and

WHEREAS, District desires to amend PSA No. 1617151 to reflect a contract term of May 1, 2016 through June 30, 2017 and a total contract amount of \$115,000.00 to encompass various legal services and advice, including, but not limited to, counsel pertaining to the 2016 general obligation bond election;

NOW, THEREFORE, said Agreement is amended as follows:

1. The contract term of PSA No. 1617151 will be from May 1, 2016 through June 30, 2017 and the total contract amount will be \$115,000.00.
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: February 22, 2017

Date: _____

EXHIBIT 1



PROFESSIONAL SERVICES MASTER AGREEMENT

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

DANNIS WOLIVER KELLEY

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 legal counsel at the rates 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 **\$100,000.00** in the aggregate under term of this Agreement.

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

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

☒ 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: *Janet Polite*
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: August 17, 2016

CONSULTANT
Signature: *Jonathan A. Pearl*
Name: Jonathan A. Pearl
Title: Shareholder, Dannis Woliver Kelley
Address: 750 B Street, Suite 2310
San Diego, CA 92101
Email Address: jpearl@DWKcsq.com
FEIN 94-3172834

Professional Services Master Agreement
Capistrano Unified School District

EXHIBIT 4

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal.

Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous

understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be on file with Purchasing Department.**

- ✓ Professional License to Practice

Certificates of Insurance

- ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9

EXHIBIT A

RFQ NO. 1-1516
GENERAL LEGAL SERVICES

PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the

Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Human Resources

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$ 6,000 - \$ 7,000
Total Price			\$59,500 - \$71,750

Jonathan A. Pearl, Shareholder, Dannis Woliver Kelley
Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. # License

May 15, 2015
Date

14-a

EXHIBIT A

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Legal Area Facilities

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$6,000 - \$7,000
Total Price			\$59,500 - \$71,750

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Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. # License

May 15, 2015
Date

19-a

EXHIBIT A

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Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Government Relations and Public Agency

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$ 6,000 - \$ 7,000
Total Price			\$59,500 - \$71,750

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Print Name of Firm and Authorized Signer


Authorized Signature

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The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Charter Schools

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$ 6,000 - \$7,000
Total Price			\$59,500 - \$71,750

Jonathan A. Pearl, Shareholder, Dannis Woliver Kelley
Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. # License

May 15, 2015
Date

12-a

FIRST AMENDMENT TO PSA NO. 1617153

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ORBACH, HUFF, SUAREZ &
HEDNERSON LLP

This First Amendment to PSA No. 1617153 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Orbach, Huff, Suarez & Henderson LLP (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on August 17, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to PSA No. 1617153; and

WHEREAS, District desires to amend PSA No. 1617153 to increase the total contract amount to \$350,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$350,000.00** in the aggregate under the term of this Agreement, as amended.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: February 22, 2017

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

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

ORBACH, HUFF, SUAREZ & HENDERSON LLP

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special legal services and advice, specifically those described in Exhibit A, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

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 \$100,000.00 in the aggregate under term of this Agreement.

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

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

☒ 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: Janet Polite
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: August 17, 2016

CONSULTANT
Signature: [Signature]
Name: DANIO HUFF
Title: Partner
Address: 1901 Avenue of the Stars SUITE 575
Los Angeles CA 90067
Email Address: DHUFF@OHSHLAW.COM
FEIN 95-4655650

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal.

Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous

understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
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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.

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[Remainder of page intentionally left blank]

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*All checked items must be on file with Purchasing Department.

<p>✓ Professional License to Practice</p>
<p>Certificates of Insurance</p> <p>✓ <u>1. Commercial General Liability Insurance</u> – 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><u>OR</u></p> <p>✓ <u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</p> <p>✓ 2. Business Auto Liability Insurance</p> <p>✓ 3. Workers’ Compensation and Employers Liability Insurance</p> <p>Refer to Article 10. INSURANCE REQUIREMENTS</p>
<p>✓ Certification by Consultant Criminal Records Check</p>
<p>✓ W-9</p>

EXHIBIT A

RFQ NO. I-1516
GENERAL LEGAL SERVICES

PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the

Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area General Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$259	\$12,950
Sr. Associate	100	\$239	\$23,900
Associate	100	\$239	\$23,900
Paralegal	50	\$115	\$ 5,750
Total Price			\$66,500

Orbach Huff Suarez & Henderson LLP
David M. Huff
Print Name of Firm and Authorized Signer


Authorized Signature

95-4655650
Federal I.D. #/License

5-14-15
Date

FIRST AMENDMENT TO PSA NO. 1516234

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CREATIVE BEHAVIOR
INTERVENTIONS

This First Amendment to PSA No. 1516234 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Creative Behavior Interventions (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on April 13, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from March 28, 2016 through June 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 PSA No. 1516234; and

WHEREAS, District desires to amend PSA No. 1516234 to reflect a contract term through June 30, 2017;

NOW, THEREFORE, said Agreement is amended as follows:

1. The term of PSA No. 1516234, as amended, will expire on June 30, 2017.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: February 22, 2017

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 14, 2016 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 §§160, 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 \$2,800 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for March 28, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code 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: [Signature]
Name: Jane Polite
Title: Supervisor, Purchasing
Board Approval Date: April 13, 2016

CONSULTANT
Signature: [Signature]
Name: Denise Eckman PsyD., BCBA-d
Title: President and Clinical Director
Address: 3002 Dow Avenue #122 Tustin, CA 92780

Email Address: DrEckman@cbibelieves.com
FEIN: 900583742

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant

and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal. Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous

understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

✓ NPA Certification
✓ Professional License to Practice
<p align="center">Certificates of Insurance</p> <p>✓ <u>1. Commercial General Liability Insurance</u> – 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 align="center"><u>OR</u></p> <p>✓ <u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</p> <p>✓ 2. Business Auto Liability Insurance</p> <p>✓ 3. Workers' Compensation and Employers Liability Insurance</p> <p align="center">Refer to Article 10. INSURANCE REQUIREMENTS</p>
✓ Certification by Consultant Criminal Records Check
✓ W-9
✓ Live Scan (District requires DOJ and FBI clearance)
✓ TB Test
✓ Conflict of Interest Form
✓ Drug Free Workplace
✓ Tobacco Use Policy



EXHIBIT A
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



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Creative Behavior Interventions** (approved staff: Denise Marie Eckman, Psy.D, BCBA-D) has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2015-2016 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 IEE 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 IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations 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>
Behavior Assessment	Licensed Educational or Clinical Psychologist	Not to exceed \$2800 for total assessment

Consultant

Date

Received by:

District Representative

Date

SECOND AMENDMENT TO ICA NO. 1617238

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND EDUPOINT EDUCATIONAL
SYSTEMS, LLC

This Second Amendment to ICA No. 1617238 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Edupoint Educational Systems, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on November 16, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from October 10, 2016 through June 30, 2017 under which Consultant would provide services described therein;

WHEREAS, on January 25, 2017, District's Board of Trustees approved Amendment No. 1 to ICA No. 1617238. A copy of said Agreement, as amended, is attached as Exhibit 1 to this Second Amendment to ICA No. 1617238; and

WHEREAS, District desires to further amend ICA No. 1617238 to reflect the total contract amount to \$25,750 from \$18,250 and incorporate additional services as set forth in Exhibit A-2;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence in the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$25,750** in the aggregate under terms of this Agreement, as amended.
2. Exhibit A of ICA No. 1617238 shall be supplemented to include services in Exhibits A-1 and A-2.
3. All other terms and conditions of said Agreement, as amended, not expressly amended herein 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: February 22, 2017

Date: _____



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Price Quote

Date: 1/3/2017
Quote Number: 20170103-1
School District: Capistrano Unified School District
Janie Hoy, Interim Associate Superintendent
SELPA, Special Education Services
33122 Valle Road
San Juan Capistrano, CA 92675
949.234.9200
jyhoy@capousd.org

Statement of Work: Training Topics (Onsite)

Security	User Credentials
Query	Look-up Tables
Error Messages	Reports

Date(s): 5 Days to be delivered by February 28, 2017

Specialist: Val Parkin

Fee: Five days @ \$1,500 per day Total: \$ 7,500

If applicable, Sales Tax will be applied.

The District will be invoiced as services are performed.

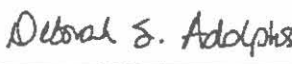
The District will be responsible for all travel expenses incurred for service days. Travel expenses will be billed as incurred.

Please submit your Purchase Order if applicable along with this signed quote to proceed.

Acceptance


Capistrano Unified School District
Representative

1-11-17
Date


Edupoint Representative

January 3, 2017
Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

EXHIBIT 1

FIRST AMENDMENT TO ICA NO. 1617238

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND EDUPOINT EDUCATIONAL
SYSTEMS, LLC

This First Amendment to ICA No. 1617238 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Edupoint Educational Systems, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on November 16, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from October 10, 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. 1617238; and


WHEREAS, District desires to amend ICA No. 1617238 to reflect increase the total contract amount to \$18,250 from \$13,750 and incorporate additional services as set forth in Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:


1. The second sentence in the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$18,250.00** in the aggregate under term of this Agreement, as amended.
2. Exhibit A of ICA No. 1617238 shall be supplemented to include services in Exhibit A-1.
3. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: 
Signature
Lynh N. Rust
Print Name
Executive Director, Contracts & Purchasing
Title

Board Approval Date: January 25, 2017

By: 
Signature
Rds Wilson
Print Name
President
Title
1/23/2017
Date:



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Price Quote

Date: 12/08/2016
Quote Number: 20161208-2
School District: Capistrano Unified School District
Janie Hoy, Interim Associate Superintendent
SELPA, Special Education Services
33122 Valle Road
San Juan Capistrano, CA 92675
949.234.9200
jyhoy@capousd.org

Statement of Work: Technical support and training (onsite)
Date(s): 3 Days to be delivered by December 23, 2016
Specialist: Val Parkin

Fee: Three days @ \$1,500 per day Total: \$ 4,500

If applicable, Sales Tax will be applied.
The District will be invoiced as services are performed.
The District will be responsible for all travel expenses incurred for service days. Travel expenses will be billed as incurred.

Please submit your Purchase Order if applicable along with this signed quote to proceed.

Acceptance


San Juan Capistrano School District
Representative


Date


Edupoint Representative

December 9, 2016
Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

**INDEPENDENT CONTRACTOR MASTER AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of November 17, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

EDUPOINT EDUCATIONAL SYSTEMS, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$13,750.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **October 10, 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: 
Name: Lynn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 16, 2016

Contractor

Signature: 
Name: Bob Wilson
Title: President
Address: 1955 S. Val Vista Dr.
Mesa, AZ 85204
Email Address: _____
FEIN: 33-0738523

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status,

sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

18. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Contractor shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this section. Any person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice 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.**

Certificates of Insurance

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

EXHIBIT A



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Revised Price Quote

Date: 09/23/2016
Revised: 10/06/2016
Quote Number: 20160923-3
School District: Capistrano Unified School District
Dan Burch, Interim Associate Superintendent
SELPA, Special Education Services
33122 Valle Road
San Juan Capistrano, CA 92675
949.234.9270
dburch@capousd.org

Statement of Work: Technical support and training (onsite)
3 days per week (Mon. Wed. Fri.) - 6 hours per day for 4 weeks

Date(s): October 10 – November 11, 2016

Specialist: Val Parkin

Fee: Cost per day (\$1,500 x .75) = \$1,125
Cost per week = \$3,375
Total cost for the month = \$13,750

If applicable, Sales Tax will be applied.

The District will be invoiced as services are performed.

The District will be responsible for all travel expenses incurred for service days. Travel expenses will be billed as incurred.

Please submit your Purchase Order if applicable along with this signed quote to proceed.

Acceptance


San Juan Capistrano School District
Representative


Date


Edupoint Representative

October 4, 2016
Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

SECOND AMENDMENT TO ICA NO. 1617008

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SUNBELT STAFFING LLC

This Second Amendment to ICA No. 1617008 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Sunbelt Staffing LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on June 22, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein.

WHEREAS, on December 14, 2016, District's Board of Trustees approved Amendment No. 1 to ICA No. 1617008 to increase the total contract amount and supplement the scope of services provided by Consultant. A copy of said Agreement, as amended, is attached as Exhibit AA to this Second Amendment to ICA No. 1617008; and

WHEREAS, District desires to further amend ICA No. 1617008, as previously amended, to reflect a total contract amount of \$275,000;

NOW, THEREFORE, said Agreement is amended as follows:

1. The total contract amount of ICA No. 1617008, as amended, will be \$275,000.00.
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: February 22, 2017

Date: _____

EXHIBIT AA

FIRST AMENDMENT TO ICA NO. 1617008

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SUNBELT STAFFING, LLC

This First Amendment to ICA No. 1617008 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Sunbelt Staffing, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on June 22, 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 Agreement; and

WHEREAS, District desires to amend ICA No. 1617008 to reflect additional services at the associated rates described in Exhibit A-1;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence in the paragraph entitled Fees and Expenses shall read: The total cost of services requested by District and provided by Consultant under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$175,000.00 in the aggregate under the term of this Agreement, as amended.
2. Exhibit A of ICA No. 1617008 shall be supplemented to include services in Exhibit A-1.
3. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By:

Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

By:

Signature

Lea Zander

Print Name

Dir of Admin

Title

Board Approval Date: December 14, 2016

Date: 11/15/2016



Contact: Rachel Schwanemann

Direct Phone: (813) 471-0163

Email: Rachel@sunbeltstaffing.com

2016-2017 School Year Rate Sheet- Capistrano Unified School District

Occupational Therapist: \$75.00-90.00/ hour, depending on experience level/ qualifications

Certified Occupational Therapy Assistant: \$55.00-65.00/ hour, depending on experience level/ qualifications

Physical Therapist: \$75.00-90.00/ hour, depending on experience level/ qualifications

Physical Therapy Assistant: \$55.00-65.00/ hour, depending on experience level/ qualifications



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 1, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

SUNBELT STAFFING, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

☒ 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: June 22, 2016

Contractor

Signature: [Signature]
 Name: Jena Zander
 Title: Director of Administration
 Address: 3687 Tampa Road, Suite 200
Oldsmar FL 34677
 Email Address: jena.zander@sunbeltstaffing.com
 FEIN: 59-3675910

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the

Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.

15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, 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

CUSD, Contract No. ICA 1617008
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.

Certificates of Insurance

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form must be accompanied by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

- ✓ Live Scan (District requires DOJ and FBI clearance)

- ✓ TB Test

- ✓ Conflict of Interest Form

- ✓ Drug Free Workplace

- ✓ Tobacco Use Policy

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 - \$80.00 per hour
Speech Language Pathologist Assistant \$55.00 - \$59.00 per hour

~~Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.~~

By: _____

Date: _____

FIRST AMENDMENT TO ICA NO. 1516207

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SCHNEIDER ELECTRIC
BUILDINGS AMERICAS, INC.

This First Amendment to ICA No. 1516207 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Schneider Electric Buildings Americas, Inc. (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on April 27, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from February 15, 2016 through February 14, 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. 1516207; and

WHEREAS, District desires to amend ICA No. 1516207 to reflect a contract term from February 15, 2016 through February 14, 2021;

NOW, THEREFORE, said Agreement is amended as follows:

1. The contract term is from February 15, 2016 through February 14, 2021.

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: February 22, 2017

Date: _____

EXHIBIT 1



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 28, 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".

SCHNEIDER ELECTRIC BUILDINGS AMERICAS, 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, soliciting proposals to District's Request for Proposals No. 5-1516 Energy Audit Services, which is incorporated by reference; 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, specifically those described in Exhibit A;

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: \$246,000.00 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for February 15, 2016 through February 14, 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.

DISTRICT

By: Janet Polite

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: April 27, 2016

CONTRACTOR

Signature Jordan Lerner

Name: Jordan Lerner

Title: Regional Director

Address: 1660 Scenic Drive

Cash Mesa CA 92626

Email Address: jordan.lerner@schneider-electric.com

FEIN 75-2066352

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude

by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
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C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If

the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

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REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be provided.**

Certificates of Insurance

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

- ✓ Live Scan Certificate (District requires DOJ and FBI clearance)

- ✓ TB Test Certificate

- ✓ Conflict of Interest Form

- ✓ Drug-Free Workplace Certification

- ✓ Tobacco Use Policy

EXHIBIT A



Capistrano USD

Response to Request for Proposal (Original)

January 11, 2016
RFP Number: 5-1516
Energy Audit Services

EXHIBIT 4
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Schneider
Electric
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"This proposal, and any exhibits and attachments hereto, (collectively, this "Proposal") and any information contained herein, is the property of Schneider Electric and shall constitute proprietary and confidential information. The party to whom this Proposal is addressed (the "Receiving Party") acknowledges the confidential nature of this Proposal and agrees to take all necessary precautions to ensure the confidential treatment of this Proposal and all information contained herein. This Proposal is intended solely for the employees, representatives, and agents of the Receiving Party (the "Receiving Party Representatives"); provided, however, that this Proposal is only to be disclosed to those Receiving Party Representatives on a "need-to-know" basis. Except for the Receiving Party Representatives, the Proposal will not be used, copied, reproduced, disclosed or otherwise made available, directly or indirectly, to any other person, firm, corporation, governmental unit, association or entity, for any purpose whatsoever, without the prior written consent of Schneider Electric."



January 11th, 2016

Capistrano Unified School District
Request for Proposals for Energy Audit Services

Ms. Lynn Rust
Executive Director, Contracts and Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Request for Proposals – Energy Audit Services / RFP No. 5-1516

Dear Ms. Rust:

Capistrano Unified School District's mission and vision for student learning, performance and continual achievement can be enhanced through a fully transparent partnership with Schneider Electric. Our sole purpose is to provide a collaborative daily effort, where your students, facilities and classroom needs are met through our unique approach of an energy services performance contract (ESPC). With over 26 years of dedicated service to K-12 environments across the country, we stand by our client experience and testimonials to tell our story of why school districts repeatedly entrust their students, staff and community to Schneider Electric.

Schneider Electric, an Energy Services Company (ESCO), is pleased to offer this proposal containing information demonstrating our commitment to this partnership with Capistrano Unified School District.

This response will connect the selection of an ESCO to our proposal that can advance Capistrano Unified School District's academic and facility objectives of saving substantial money on energy and redirecting those dollars back into the classroom. Schneider Electric is an industry leader in **energy performance contracting** and, more importantly for this project, experienced in working with public entities completing grant-funded projects, always to schedule and within budget parameters, under sometimes onerous and confusing guidelines.

Schneider Electric meets or exceeds the minimum requirements set forth in the RFP, Section 3.

Certified Expertise – Schneider Electric has been a long-standing board member of NAESCO and we have included our accreditation certificate as well as our General Contractor's license in the Appendix.

Extensive Experience – Schneider Electric has completed over 580 turnkey energy service projects in the last 20 years and all of the projects included ASHRAE Level 2 Audits as well as the four IPMVP Options for Measurement and Verification of Savings.

Proven Prop 39 Leader – Schneider Electric has included five (5) California K-12 Prop 39 references in Section 2. We consistently Design, Engineer and Develop Solutions that are both integrable and expandable, while meeting all CEC requirements and exceeding the 1.05 SIR. As a result, helping you drive your comprehensive energy management plan.

Fiscally Responsible - In addition to your Proposition 39 funding, we have extensive experience leveraging guaranteed utility savings, grants, rebates and incentives and multiplying those savings dollars by 10-15x, creating a new capital recovery and reinvestment program which is budget neutral, not impacting bond indebtedness or the general fund.

About Schneider Electric

- We have completed over 580 ESPC projects, worth over \$1.3B, with 0% litigation.
- Schneider Electric has completed 330 K-12 projects spanning over 100 million square feet of modernized space with over \$33 million in annual K-12 energy savings guarantees
- One of the World's **Most Ethical** Company Honorees for 2011, 2012, 2013, 2014 and 2015.
- We are the highest ranked ESCO on the Global 100 Most Sustainable Companies in the World at #9.
- We will offer a **fixed price**, turnkey solution within your Prop 39 allocation amount, with **no change orders** from Schneider Electric.



Measureable Outcomes – Performance can be guaranteed for up to 15 years. In the rare event we miss a savings guarantee; Schneider Electric will write the District a true-up check.

Effective Communication – Our Management, Marketing and Public Relations team is readily available to help you communicate and promote your facility accomplishments, through a vital campaign, press releases, board presentations/updates, signage, website support, kiosks and event participation to tell your story to your community.

Other details pointing to our company's expertise are:

- 81 Certified Energy Managers, 33 PEs, and more on staff that can be pulled in as needed for energy projects/planning, saving the District expense of finding qualified full-time energy staff.
- We utilize the depth of our relationships with state agencies such as DSA, CDE, CEC, CASH, CASBO, DIR, Southern California Edison, SDGE, OCDOE and several local, regional and state water districts... passing on a variety of resources and expertise as an added value to your program.
- Currently partnering with several large districts in California including Laguna Beach USD, Fullerton SD, Snowline Joint USD, Stockton USD, Vista USD, San Marcos USD, Hacienda La Puente USD, Montebello USD, Carlsbad USD and Victor SD.

"Without the heavy lifting and guidance of Schneider Electric, it would be difficult to get these projects off the ground. The savings we expect to realize through the approved plan will help us achieve our vision to be the model of educational excellence and innovation."

Donna Caperton, Assistant Superintendent of Business Services
Vista Unified School District

"We take pride in knowing that these efficiency improvements will have a life-changing impact on our students, create new local jobs and have a positive environmental impact. It's a win-win-win for everyone in the community"

Mark Hansberger, Director of Facilities
Hacienda La Puente USD

Schneider Electric's Design/Build, turnkey solutions will enhance current staff efforts by identifying, designing, installing and managing this construction process. Our best-in-class monitoring and verification program will exceed the California Energy Commissions requirements for post construction verification of savings and jobs created. With your direction and approvals on qualified subcontractors that you can select, we intend to keep as many newly created or sustained jobs local to your area.

Capistrano Unified School District will benefit from our stable enterprise, strong ethics, uncompromising values, impeccable integrity, and well-qualified and experienced team. We are committed to completing this project on time, within budget, and to your satisfaction. That is our **guarantee**.

Respectfully,



Marc Starkey
Program Manager



1. Background, Financial Capacity & Management Structure

Provide general information on the vendor including: a brief history of the vendor, key differentiating factors and areas of expertise, length of time performing services and location of California Offices.

Brief history of the firm

Headquartered in Rueil-Malmaison, France, Schneider Electric has been in business for **180 years**. The company was founded in 1836 by two brothers, Eugène I and Adophe Schneider.

As a global specialist in energy management with operations in 111 countries, Schneider Electric offers integrated solutions across energy and infrastructure, building automation, and data centers/networks, as well as residential applications. Focused on making **energy safe, reliable, and efficient**, the company's 150,000+ employees have an active commitment to help individuals and organizations **"Make the most of their energy."**

Key differentiating factors and areas of expertise

As with any K-12 school district partnership project, Schneider Electric ensures that there is a continuous and strategic collaboration to meet the needs of Capistrano USD's Mission and Vision, while enhancing the learning environment and student performance. Below are examples within our completed projects where we strongly believe that our experience will translate into a successful project that reaches all constituencies and key initiatives of Capistrano Unified School District.

Enhancing the Learning Environment

Examples of how our experience will contribute to the your Learning Initiatives are as follows:

- Day Lighting Installation and Harvesting
- Improving Indoor Air Quality and Temperature Regulation
- Energy University by Schneider Electric - Free online web service that offers more than 200 energy related tutorials. Great for student learning and staff development.
- Educational Kiosks and Dashboards that inform and educate the student population about the specific Energy Conservation Measures that are being achieved and their associated energy saving performances in dollars saved/reduced carbon footprint.
- Sustainability Program - your students are the most important aspect of our Energy Efficiency programs. This program is not only designed to save energy but will also shape student views on how to make the best use of the energy and resources throughout their lives. In order to have a lasting impact, we involve students with specific areas of the program. We work together to identify energy waste. In some projects we have utilized students to organize and manage recycling programs. As a result of our plentiful resources, we can even empower the students to teach the teachers how to be more energy efficient. By engaging the students, we can substantially exceed the energy reduction intended but also has an additional impact by developing leadership skills and a true understanding of energy that will be cemented for the benefit of our future.

Implementation and Phasing without Interrupting the Classroom and Learning Environment

As a Turnkey Energy Services Provider, our standard operating procedures for our Project Team and the associated subcontractors are to never interrupt or present a distraction of any learning or school based activity. We clearly communicate and require that all personnel and trade groups develop/work/install our



projects during hours that are outside of these events. This includes before school, after school, nights, weekends, holidays and breaks. By no means has this policy ever lengthened our scheduled timeline and actually has sped up implementation to capture needed energy savings earlier in the calendar.

Identifying and Capturing Available Rebates and Utility Incentives

With every K12 California School District Energy Conservation Project, we utilize our knowledge, experience and relationships with the associated Utility Providers and Water Districts to capture valuable rebates, incentives and grants for qualified additional funding opportunities. Specifically with regard to Capistrano USD, we have existing and effective working relationships with both John Rensch and Joe Zavala of Southern California Edison as well as Joseph Berg from the Municipal Water District of Orange County.

A Few Examples of where we captured rebates and incentives

- Hacienda-La Puente USD: \$5K in Lighting Rebates, \$20K in Gas Rebates
- Montebello USD: Over \$100k from SCE's Custom Incentive Program
- Snowline USD: \$8K from PG&E's Custom Incentive Program
- Yuba City USD: \$19K from PG&E's Lighting Rebates
- USDA: \$350K for utility incentives
- Stockton USD: \$42K in utility and equipment incentives

Utilizing Local and Familiar Subcontractors for Installation and Equipment

As part of our emphasis in providing a collaborative experience with Capistrano USD, we often utilize local or Capistrano recommended contractors that are familiar with your school buildings and personnel. This proven provision has consistently produced a far better outcome for our client school districts. The selected trade groups automatically arrive with an experienced set of eyes, ears, effective communication tools and a thorough understanding of the unique Capistrano USD culture and values that resonates throughout the organization. At the same time, we also have a reputable and successful list of experienced subcontractors that are required to follow a strenuous subcontractor process and qualification questionnaire, so that we partner with vendors, suppliers and contracts that have the best interest of Capistrano USD in mind. These trade groups are required to be bondable and have sufficient manpower to complete construction and/or deliver equipment within strict timelines. Finally, our team puts the District in the best position to succeed from an equipment standpoint, meaning we are completely vendor neutral when discovering the best technical solutions. We give our clients the opportunity to utilize the best in value equipment available, whether it is our own or another leading manufacturer.

Length of time performing services

As noted, Schneider Electric has been doing business since 1836. Schneider Electric's Energy Services Division (ESCO) started in 1992 and has been performing turnkey energy performance contracting projects throughout the US and globally since that time.

Our Schneider Electric performance contracting leadership team is unique. Some of the core leadership team, such as our VP of Sales, Director of Engineering and many of our sales, design and construction regional managers have been actively leading teams throughout the country for 15 to 20 years. Employee surveys indicate that our employees are highly engaged and feel Schneider Electric is a great place to work.

Location of main office(s)

Schneider Electric employs over 3,700 people in the state of California and has 5 regional offices in Southern California. Marc Starkey has met with Capistrano USD in the past and will be the primary point of contact to



Capistrano Unified School District
Request for Proposals for Energy Audit Services

Capistrano USD for Prop 39 development and implementation. The following Schneider Electric offices in Southern California will directly support Capistrano USD:

1660 Scenic Avenue
Costa Mesa, CA 92626
Marc Starkey
760-277-1003
Marc.starkey@schneider-electric.com

10805 Thornmint Road, Suite 140
San Diego, CA 92127

Provide a statement of the respondent's financial capacity and capability to perform to the terms of this RFP.

Financial Capacity

One of the strengths in working with a company like Schneider Electric is our strong financial backing of \$31Billion and our long-standing history. Our gross revenues for the last 3 years are included below.

Year: <u>2014</u>	\$: <u>\$32.7Billion</u>
Year: <u>2013</u>	\$: <u>\$31.3Billion</u>
Year: <u>2012</u>	\$: <u>30.8Billion</u>
Year: <u>2011</u>	\$: <u>29.7Billion</u>

Schneider Electric has the financial capacity and capability to perform to the terms of this solicitation request. On every project we provide performance & payment bonds for the full project amount. Schneider Electric's bonding agent is Marsh USA. Marsh USA is very familiar with Schneider Electric and has assisted Schneider Electric in securing the necessary bonds for all CA projects performed to date.

Financial- Savings Guarantee

Schneider Electric is the turnkey contractor that will be solely responsible to Capistrano USD for the ultimate performance of any project that is installed under a Performance Contracting agreement—this includes the option of providing the District with an annual savings guarantee. The Measurement & Verification of savings is a requirement of the Proposition 39 Guidelines, known as Step 8. Schneider Electric will perform this role for the District as part of our project. If Capistrano USD wishes to have a financial guarantee above and beyond this reporting, the District can rest assured that Schneider can provide this for the District. We have guaranteed savings for our clients in excess of \$1 billion over the last 20 years.

Funding Options available to Capistrano USD

Proposition 39 brings a new funding stream to Capistrano USD to address energy and infrastructure needs. Capistrano USD's 2013-2015 allocations combined equals \$4,949,930. In addition to completing all necessary paperwork and information necessary for Steps 1-8 of Proposition 39 Guidelines, Schneider Electric will apply for utility incentives and rebates thru SCE and SDG&E programs on the District's behalf to maximize funding to Capistrano USD. Also, we have a strong relationship with California Consulting, a grant writing firm that can produce additional funding through a grant writing process. We also have existing technology company



Capistrano Unified School District Request for Proposals for Energy Audit Services

partnerships where implementation of certain energy saving solutions can provide an immediate revenue stream to fund additional scope or future phases of construction.

In any year, if Capistrano USD is interested, there are several options available to augment the Prop 39 funding to address additional facility needs. Capistrano USD sets the financial parameters for the projects and Schneider will work within the preferences set by the District. Some common options include:

- No or low-interest loans through the CA Energy Commission (CEC)
- Tax-exempt municipal lease purchase
- Available CFD/Mello Roos funds
- Supplement with available bond funds
- On-Bill Financing

As a value added service, Schneider Electric can complete the CEC loan paperwork on behalf of Capistrano USD. The CEC low interest loans are at 0% or 1%, depending on funding availability and caps out a \$3M loan per District. The maximum payback is up to 20 years. This may be an option to consider in a later year's Prop 39 plan - in essence the energy savings accrued could pay cost of the CEC loan, allowing your dollars to stretch further to address more needs.

Tax-exempt municipal lease purchases are a common financial structure used by K-12 districts nationwide and have been used successfully by Schneider Electric in the past. Schneider Electric has on staff several full-time financial experts that help prepare solicitations to financiers and solicit proposals on the District's behalf, which helps save time for Capistrano USD. However, it is always Capistrano USD's role to review and vet the proposals and choose the most desirable to the District.

Lastly, while bond dollars are likely accounted for at Capistrano USD, the District is can leverage these or CFDs/Mello Roos funds to tackle more capital intensive facility needs.

Schneider Electric has read and agrees to all of the terms and conditions set forth in the RFP. All answers in the within this proposal are accurate. Schneider Electric understands that any incomplete or inaccurate information may result in disqualification.

Provide a list of the personnel to be used on this project and describe their proposals and experience with projects of a similar size and scope.

All project team members that comprise the Schneider Electric project team dedicated to Capistrano USD represent our Energy and Sustainability Services division and have considerable K-12 and public sector experience. The following team members are those that Capistrano USD would have the most interaction within planning, development, construction, implementation, performance, and commissioning. Marc Starkey is the Program Manager and leads all meetings with Capistrano USD. This team is currently working collaboratively with similar sized districts or projects such as Laguna Beach USD (\$6.5M project), Stockton USD (\$7.5M Project), Vista USD (\$5.7M project) and Hacienda La Puente USD (\$7.4M project).

1. **Account Manager (Program Manager)** - Marc Starkey – 8 years of industry experience
2. **Project Development Manager (Design)** - Chris Klauss – 15 years of industry experience
3. **Project Development Engineer (Design and Energy Analysis)** - Ben Johnson – 9 years of industry experience
4. **Site Superintendent (Construction)**- Troy Graham – 34 years of industry experience
5. **Measurement & Verification, on-site customer training—(Performance Assurance)** - Fred McCandless – 31 years of industry experience and Russell Thompson – 9 years of industry experience
6. **Western Regional Director (Management)** - Jordan Lerner - 21 years of industry experience
7. **Vice President (Executive)** - Tammy Fullop - 12 years of industry experience



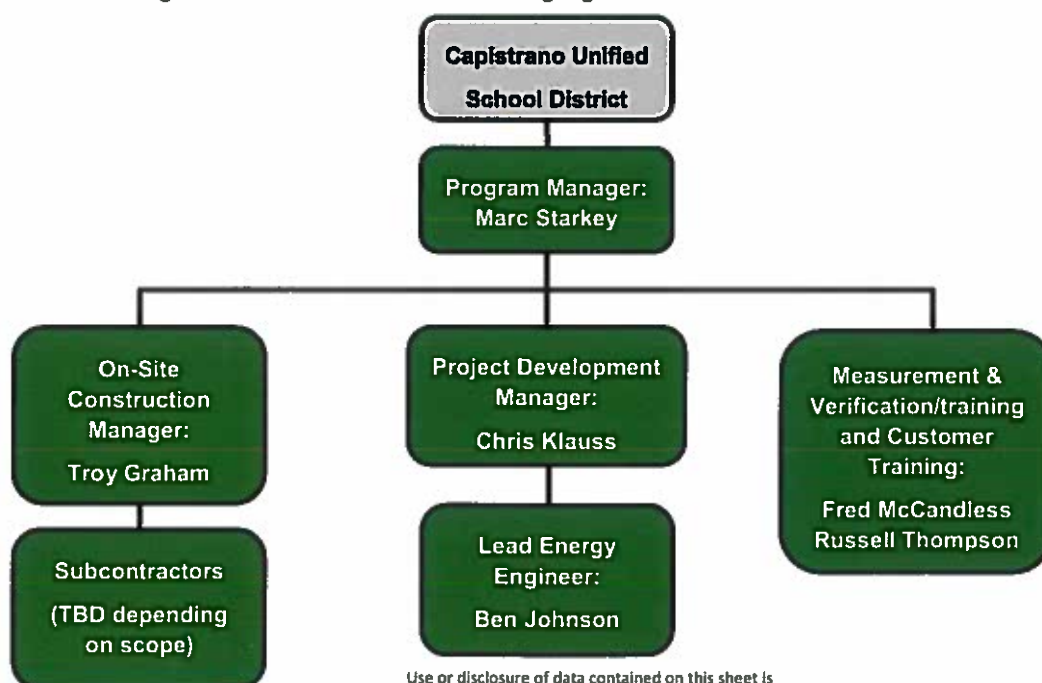
Describe the management structure of the responding firm and include an organizational chart.

We have a proven track record to stay within budget and execute according to our California Client District project timelines due to the personnel, resources and experience that we involve within every energy conservation project that we execute. This includes over 23 years of energy performing projects, worth over \$1.3B in contract services with 0% litigation and zero change orders. We have over 750 combined years of engineering, development, construction and performance experience within our available team for Capistrano USD. This includes 81 Certified Energy Managers, 33 Professional Engineers and more on staff that can be pulled in as needed for energy projects/planning, saving the District the expense of finding qualified full-time energy staff.

The direct feedback we have received from our clients is that our team is:

- **Professional** – always prepared for every meeting, agendas sent in advance, meeting minutes following each meeting
- **Very flexible** - we amend and revise Prop 39 plans to account for new priorities of the District
- **Expeditious**- with regards to time spent auditing facilities and developing high priority projects for the District.
- **Give them what they want**- our approach to Prop 39 is that it is all centered around what the District's needs are. So far we have found ways to address top priority projects at every school we work with, obtaining CEC approved expenditure plans that include extensive HVAC upgrades or replacements, gym lighting with ceiling modifications, pneumatic to DDC conversions, human centric lighting, renewables, energy storage and even water conservation.
- **Easy to work with** – While Prop 39 has a lot of rules, our clients continue to say that we make this process easy for them.

We desire to bring this same level of tailored service to Capistrano USD and to make this a great partnership between our organizations. Please see the following organization chart for our team.





Capistrano Unified School District
Request for Proposals for Energy Audit Services

The organizational chart is provided to show organizational structure and how we support our client efforts. The team members shown above are those that Capistrano USD will be most involved with in planning, construction and measurement and verification. However, Schneider Electric is abundant with in-house resources. Schneider Electric has over 300 team members dedicated to our energy performance contracting projects and on-going energy services and over 20,000 employees in the US with a broad range of specialties that we can pull in as needed.

All of these team members have been involved in designing and building the project references included in Tab 2 of this proposal and has direct experience with ASHRAE Level 2 audits.

Project Team Roles and Responsibilities		
Team Member	Role/Responsibility	Years of Experience
Marc Starkey	Program Manager for Capistrano USD <ul style="list-style-type: none"> Management of all client activities, deliverables, PR, assistance with board items, contracts, etc. 	8
Chris Klauss, PE, PMP, CEM	Project Development Manager <ul style="list-style-type: none"> Management of design activities; scope, staying in budget and timing, design constructability review DSA submissions on applicable scope of work 	15
Ben Johnson, PE, CEM, LEED AP, PMP	Project Development Engineer- Energy Engineering Lead <ul style="list-style-type: none"> Prop 39 SIR Savings, specialty energy savings and load calculations, Technical Point of Contact listed on Prop 39 applications 	9
Troy Graham	Site Superintendent <ul style="list-style-type: none"> Oversight of all on-site construction activities; subcontractor qualifications; scheduling, safety, invoicing and regular client communications during construction. 	34
Fred McCandless, CEM, CMVP,	Measurement & Verification/Customer Support <ul style="list-style-type: none"> Responsible for on-site customer training Ensure project performance relative to contractual savings performance guarantee. Provide energy support services after project installation 	31
Russell Thompson, CEM, CMVP, CDSM	Measurement & Verification/Customer Support <ul style="list-style-type: none"> Responsible for on-site customer training Ensure project performance relative to contractual savings performance guarantee. Provide energy support services after project installation 	9
Other Supporting Team Members for Capistrano USD's project		
Jordan Blankenship, CEM	Field Engineer <ul style="list-style-type: none"> Responsible for the design, verification and integration strategies for complex BAS and HVAC systems 	15



Capistrano Unified School District
Request for Proposals for Energy Audit Services

Project Team Roles and Responsibilities		
Team Member	Role/Responsibility	Years of Experience
Jordan Lerner, EIT	Regional Director of Sales & Engineering <ul style="list-style-type: none">Resourcing, contract negotiations, customer satisfaction,	21
Rami Nadershahi	West Coast Operations Manager <ul style="list-style-type: none">Development & execution of energy projectsManages engineering and construction employees	20
Kim Albertson	Financing Solutions Manager <ul style="list-style-type: none">Assists in evaluation of best financing optionsSolicits lease proposals from financiers	25
Tom Pitts, CSP	Safety and Environmental Manager <ul style="list-style-type: none">Oversees environmental, health & safety training, OSHA, auditing, and compliance	16

Describe Provide information on bonding and the maximum bonding capacity the vendor has for a single energy efficiency project.

Schneider Electric has the ability to bond the projects that will be developed as part of this opportunity. Sureties make very difficult financial decisions regarding to whom they will provide bonds. Schneider Electric has enjoyed a bonding capacity that provides the needed bonding for all of our energy projects. We have performed some of the largest projects in the industry to date, and bonding has never been an issue.

Payment and performance bonds may be required on all state projects by statute. If a savings guarantee bond is needed, Schneider Electric can work with the District to provide a bond that covers the value of the annual guaranteed savings on the project.

Schneider Electric's bonding agent is Marsh USA.

Victoria Parkerson, Vice President

Marsh USA

20 Church Street

Hartford, CT 06103

Ph: (860) 723-5645

Fax: (860) 723-5855

E-mail: victoria.p.parkerson@marsh.com

Schneider Electric's bonding capacity is \$300,000,000 in the aggregate and \$25,000,000 per single projects.

Marsh has assisted Schneider Electric in securing the necessary bond for all projects performed to date including over \$70,000,000 alone for Texas HHSC on the seven phases currently under contract and bonding for over \$43,000,000 worth of work for the District of Houston, TX. We are currently under contract with the University of North Texas for a \$42 million central plant renovation and were able to get multiple bonds for a single project from Marsh USA to cover the work on this project.



2. School Energy Efficiency Experience

Provide detailed project history for five (5) California K-12 clients for which the vendor has contracted with for similar energy services in the last five (5) years. Include the following:

- owner's name, address, telephone number, and contact person
- describe the Scope of Work
- start/completion dates
- services and equipment provided
- project size
- total project savings
- funding sources
- additional benefits to the customer

Provide 1 measurement and verification report of a K-12 District utilizing the IPMVP, Option C method.

Schneider Electric has a history in California dating back to the late 80's and our CA license dates back to 1995. The majority of our performance contracting business has been with public sector clients, with the largest focus on K-12 school districts over the last 20 years. For Capistrano USD this means we understand the common characteristics of schools and how construct projects without impacting the core mission of education.

All of the projects developed by Schneider Electric include energy audits, engineering, design, commissioning, construction oversight and management, measurement, verification and savings guarantee; **all of which are self-performed by Schneider Electric employees.** Schneider places an importance on commissioning which is performed on the subcontractors work. A few highlights regarding our experience:

- Schneider Electric actively tracks all of the energy measures we have evaluated, sold and implemented. There are currently 233 individual energy measures documented to date.
- In the past 5 years, Schneider Electric has completed 184 Investment Grade Audits (ASHRAE Level 2 audits, per Prop 39 Guidelines).
- Schneider Electric has implemented (constructed) over 160 performance contracts in the past 5 years with approximately 60% being in educational facilities.
- The total kWh saved to date for all K-12 clients is approximately 1,467,000,000 kWh. This is primarily from energy efficiency projects which are the first priority in the loading order in Proposition 39 funding.

Over the last 20 years, Schneider Electric's Energy and Sustainability Services group has completed over 580 turnkey energy performance contracting projects throughout the country. Over half of these references are with K-12 school districts, which should give Capistrano USD the assurance that we understand K-12 schools and we look forward to understanding the unique goals and qualities of your District. As an Energy Services Company, we are acting as a **design-build general contractor and on-site construction manager** on these projects. Schneider Electric has a 0% litigation rate in our 20-year history of performing these projects.

The following pages highlight five (5) California K-12 School District energy performance contracting references designed and implemented by Schneider Electric. We proudly can provide a written letter of recommendation from each of these clients and strongly recommend that you contact each school district to hear directly about their first hand experience with our team.



Exact Role Firm Performed
Schneider Electric acted as an
ESCO (Energy Services Company)

Type of Project
Turnkey Energy Savings
Performance Contract (ESPC)

Location of Project
City of Industry, CA

Client Contact Information
Mr. Mark Hansberger
Director of Facilities
626-933-8701
350 North Hacienda Boulevard
La Puente, CA 91744

Project Size
\$6,746,576

Annual Project Savings
\$534,692

Energy Saved
3,867,397 kWh/year
941 therms/year

Services and Equipment Provided

- Comprehensive interior and exterior lighting retrofit
- Building automation system installation

Start/Completion Dates
July 2014 – September 2015

Funding Source(s)

- Prop 39 Year 1-5 funding
- Tax exempt lease purchase



Hacienda La Puente Unified School District – Phase II

Energy Savings Performance Contract

Hacienda La Puente Unified School District selected Schneider Electric through an RFQ process to complete a pilot energy conservation project at two of their middle schools in 2013. Throughout the pilot project, Schneider Electric and HLPUSD formed a strong partnership. Once the pilot project was complete, HLPUSD asked Schneider Electric to work on a larger Phase II project to tackle the District's 6 highest energy consuming sites: the District Office, Adult Education School, and the District's (4) comprehensive high schools. These 6 sites constituted 47% of the entire District's energy bill.

Schneider Electric addressed HLPUSD's primary goals to reduce energy consumption and improve the learning environment via a comprehensive lighting retrofit and the installation of a new building automation system. These two measures will save the District over half a million dollars each year and will create over 20 jobs in the local community.

Schneider Electric completed and submitted the District's Prop 39 Energy Expenditure Plan on their behalf in order to secure over \$5 million dollars to help pay for this project. Since this funding will come to the District in yearly installments over the next 5 years, Schneider Electric helped HLPUSD set up financing via a tax exempt lease purchase at an extremely competitive 1.92% interest rate so the District could make these improvements today and pay themselves back over time.

This project included an ASHRAE Level 2 Audit (IGA).



Capistrano Unified School District
Request for Proposals for Energy Audit Services

Project Size

\$1,025,330 Phase 1

\$920,848 Phase 2

Annual Project Savings

\$63,896 Phase 1

\$52,797 Phase 2

Services and Equipment Provided

- HVAC replacements
- Programmable t-stats
- Exterior lighting/controls
- Pneumatic to DDC
- 3-way to 2-way valves
- Cold start kit- boilers

Contact Information

Mrs. Donna Caperton
Assistant Sup't, Business Services
760-726-2170 x: 2222
donnacaperton@vistausd.org

Start/Completion Dates

August 2014 - February 2015 Phase 1

June 2015 to November 2015 Phase 2

Prop 39 Funding

5-year Plan – 7/21/14

Amended – 6/16/15



Vista Unified School District Vista, CA

Vista Unified School District selected Schneider Electric through an RFQ process to develop and implement a 5-year Expenditure Plan, funded by Proposition 39. The District chose to include all sites in the audit and planning. Through a series of impactful planning meetings, Vista USD provided Schneider Electric input to prioritize HVAC replacements at 10 sites, with 17 other sites to receive programmable thermostats and other improvements.

In Phase I, Schneider Electric addressed Vista USD's primary goal to replace 48 failing water source heatpump units at Rancho Buena Vista High School, a project that had been shelved due to lack of funding. Vista USD also wished to reduce energy consumption by expanding on the District standard programmable thermostats. High priority sites were included in the approved 5-year plan for exterior lighting improvements and controls. Phase 2 construction includes upgrading Vista High School's pneumatic system to a web-based DDC energy management system as well as replacing valves and installing a cold start kit for the boiler system.

Schneider Electric completed, submitted and received approval for the District's 5-year Prop 39 Energy Expenditure Plan, valued at \$4.77M. Vista USD is implementing the projects in phases as the funding becomes available. Vista USD and Schneider Electric also worked together to celebrate their CEC approval with a large scale press release, picked up in over 250 print and online publications.

This project included an ASHRAE Level 2 Audit (IGA).



Exact Role Firm Performed

Schneider Electric acted as an ESCO (Energy Services Company)

Type of Project

Turnkey Energy Savings Performance Contract (ESPC)

Location of Project

Stockton, CA

Client Contact Information

Steve Breakfield,
Director of Facilities
(209) 933-7045, ext. 2341
1944 N. El Pinal Drive
Stockton, CA 95205
sbreakfield@stocktonusd.net

Project Size - Phase 1

\$2,455,300

Annual Project Savings

\$109,614

Energy Saved

934,418 kWh/year

Services and Equipment Provided

- HVAC replacements
- Exhaust Fan installations
- Submetering
- Interior/Exterior LED Lighting
- IT Power Management (Joulex)

Start Completion Dates

May 2015 to Jan 2016

Source of Funding

Proposition 39



Stockton Unified School District

Energy Savings Performance Contact

Stockton Unified School District selected Schneider Electric through an RFQ process to develop and implement Year 1 and 2 of their 5 year Expenditure Plan, funded by Proposition 39. The District chose to include all sites in the audit and planning. Through a series of planning meetings, Stockton USD collaborated with Schneider Electric to prioritize several district improvement projects.

Schneider Electric completed, submitted and received approval for the District's multiple year Prop 39 Energy Expenditure Plan, valued at \$2.45M. This is the largest plan approved in San Joaquin County. The 2-year plan was approved by the CEC in February, 2015. Stockton USD is choosing to implement the projects in phases.

Following planning efforts, Schneider's team prepared the District for a Phase 1 construction project. Schneider Electric's Development and Construction teams are managing two sites for an HVAC replacement project, including wall pack units and vfd's as well as several exhaust fan installations across a multitude of campuses. Other improvements to be installed include a HS Gym/MPR lighting project at 3 sites, an interior/exterior LED classroom lighting retrofit, HS submetering and an IT Power Management Software deployment. All of these measures will not only improve operational performance, but will generate kWh and peak demand savings for the District.

This project included an ASHRAE Level 2 Audit.



Capistrano Unified School District
Request for Proposals for Energy Audit Services



Project Size
\$374,772

Annual Project Savings
\$38,389



**Services and Equipment
Provided**

- Lighting retrofit
- Energy management system



Contact Information

Gary Milligan,
Director of Maintenance
760-265-2583

8560 Aliento Rd.
Lucerne Valley, CA 92356

Funding Source
General Fund



Lucerne Valley USD

Lucerne Valley, CA

Utility Conservation Project

The Lucerne Valley USD is located in southern California, 125 miles east of Los Angeles. The district, which has six schools and serves more than 1,000 students, faced extremely high energy costs, needed to update lighting, and wanted tools to enable their limited maintenance staff to work more effectively. Schneider Electric (formerly TAC) offered a solution that allowed the district to meet all its objectives.

The first step in Schneider Electric's solution for Lucerne Valley's facility problems was a complete lighting retrofit, replacing T12 lamps and magnetic ballasts with T8 lamps and electronic ballasts at three schools. To improve operations and maintenance, Schneider Electric installed an energy management system (EMS) at both the high school and middle school. This allows maintenance staff to accurately control and monitor mechanical systems from a central workstation.

"Not only was the lighting in some of our schools inefficient and inadequate, the old magnetic ballasts will be illegal in 2010," said Gary Milligan, director of maintenance and operations for Lucerne Valley USD. "We believe our self-funded district upgrade has the potential to reduce district energy expenditures by 28 percent. We are also pleased to have received a \$35,000 rebate check from the local utility company, Southern California Edison."



Exact Role Firm Performed
Schneider Electric acted as an
ESCO (Energy Services Company)

Type of Project
Turnkey Energy Savings
Performance Contract (ESPC)

Location of Project
San Marcos, CA

Client Contact Information
Chad Conrad
Facilities Coordinator
760-290-2646
chad.conrad@smusd.org

Size of Project- Phase 1
\$1,286,133

Annual Project Savings
\$44,543

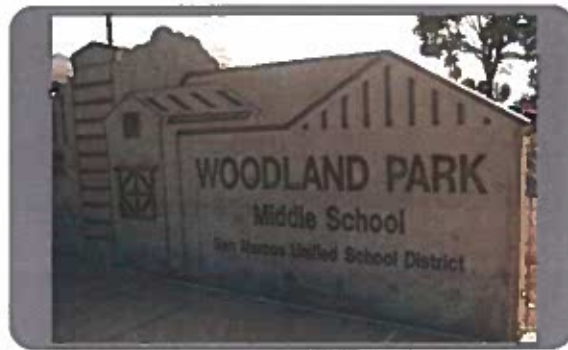
Energy Saved
389,915 kWh/year

Services and Equipment Provided

- HVAC replacements
- MPR/Gym Lighting
- Demand Limiting
- LED Pilot- classroom
- Exterior lighting

Start/Completion Dates
July 2014 to October 2015

Source of Funding
Proposition 39



San Marcos Unified School District

Energy Savings Performance Contact

San Marcos Unified School District selected Schneider Electric through an RFQ process to develop and implement a 5-year Expenditure Plan, funded by Proposition 39. The District chose to include all sites in the audit and planning. Through a series of planning meetings, San Marcos USD provided Schneider Electric input to prioritize several district improvement projects. Schneider evaluated several energy efficiency measures as well as solar PV.

Schneider Electric completed, submitted and received approval for the District's 5-year Prop 39 Energy Expenditure Plan, valued at \$4.1M. This is the second largest plan approved in San Diego County. The 5-year plan was approved by the CEC in February, 2015. San Marcos USD is choosing to implement the projects in phases.

Following planning efforts, Schneider's team prepared the District for a Phase 1 construction project. Schneider Electric's construction managers are managing two site's HVAC replacement projects, coordinating one site with a roof replacement project already planned. Other improvements to be installed include gym/MPR lighting at 3 sites, an LED classroom lighting pilot project, exterior lighting and demand limiting. All of these measures will not only improve operational performance, but will generate kWh and peak demand savings for the District. This project included an ASHRAE Level 2 Audit.



Submit an actual M&V report utilizing IPMVP Option C for one of the five (5) references.

Measurement and Verification

As mentioned previously, Schneider Electric will handle all reporting for measurement and verification of savings as required by Proposition 39 Guidelines. Additionally, we currently have 150 client projects in the guaranteed savings phase. The total of all of the yearly guarantees is approximately \$36,418,546. Schneider Electric adheres to the International Performance Measurement & Verification Protocol (IPMVP) on measurement and verification of our projects. There are 4 options available through IPMVP (A, B, C and D), all of which are used to measure and verify savings. If a guarantee is desired by Capistrano USD, we will discuss the options based on the types of projects being implemented (see chart below). The chosen IPMVP strategy will be documented in the Energy Services Agreement.

IPMVP Option	Common ECMs
Option A: Partial Retrofit Isolation	Lighting retrofits, water conservation measures
Option B: Retrofit Isolation	Renewable energy generation, chiller replacement, HVAC replacement
Option C : Whole Meter Measurement	Multiple interacting ECMs, ex. project that includes HVAC replacements, lighting retrofits, and building automation controls
Option D: Calibrated Simulation	New construction performance contracting, ECMs implemented when significant historical data is unavailable

Please see a sample Measurement and Verification Report developed by Schneider Electric for a CA K-12 School District, utilizing IPVMP Option C.



Schneider Electric Energy Solutions
Savings Report

LUCERNE VALLEY USD

Prepared by:
Performance Assurance Support Services

1650 West Crosby Road
Carrollton, TX 75006

OCTOBER 15, 2015

PERFORMANCE OVERVIEW

Enclosed is the preliminary savings report for Lucerne Valley Unified School District through the first quarter of year eight. Because the PASS team has not received the recent utility data, savings in this report are estimated. Through July 2015, preliminary dollar savings have totaled \$300,190, well above the guaranteed savings of \$282,563.

The changes implemented at the district have had a positive impact on more than the utility budget. The reduction in utility use has also had a positive impact on the environment. By saving 1,840,308 kWh, Lucerne Valley USD has reduced CO₂ emissions by 1,374 tons. This is the equivalent of removing 275 cars from the road for a year or of planting 374 acres of trees. Lucerne Valley USD should be proud of these contributions to their community.

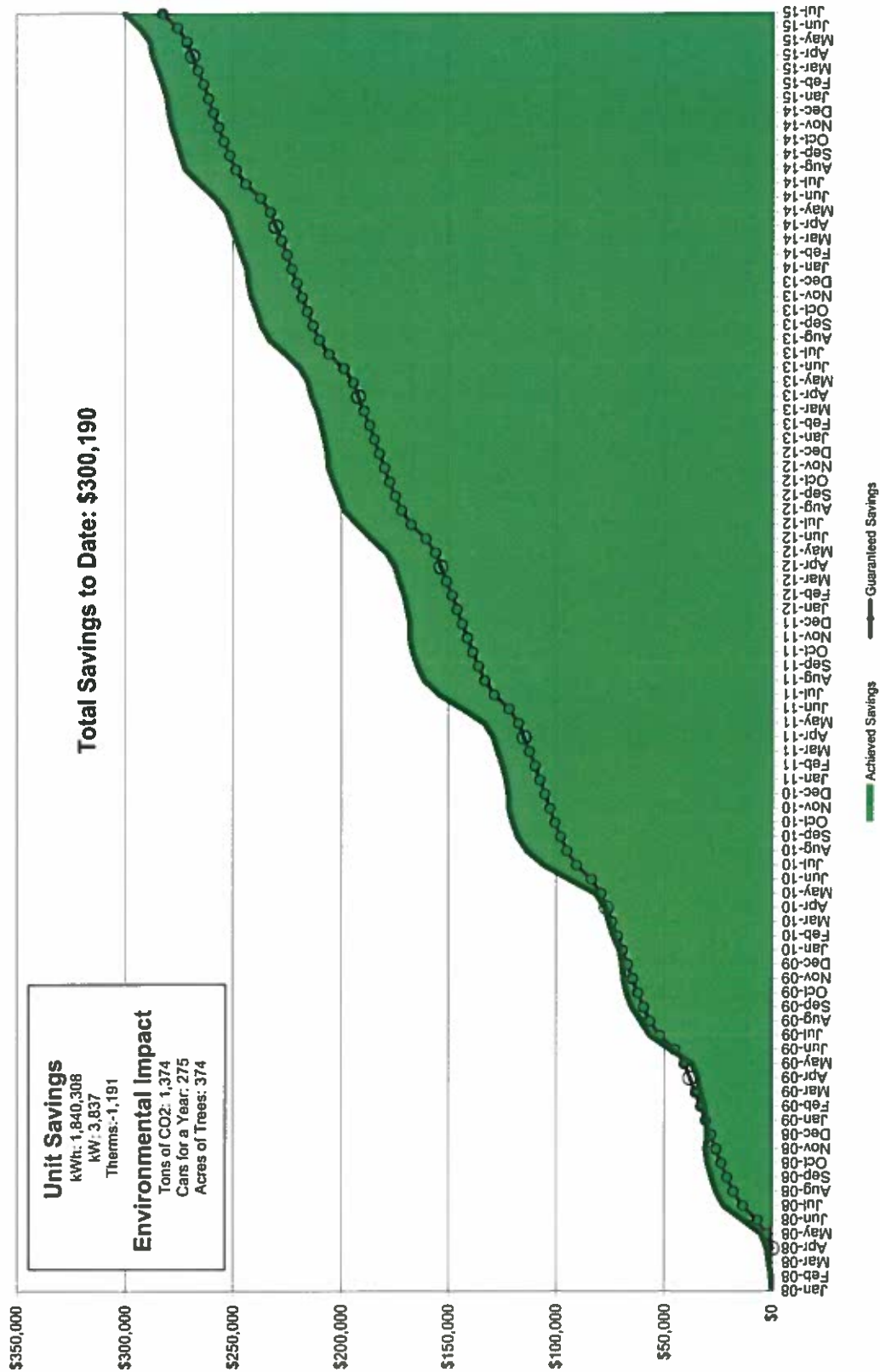
Should you have any questions concerning this report, please feel free to contact a member of your PASS team. We are looking forward to the continued success of your project!

Fred McCandless
Project Team Leader
Mobile: (206) 396-1668
Fax: (206) 583-8826
Fred.McCandless@schneider-electric.com

Kelly Bushey
M&V Specialist
Phone: (972) 323-5598
Fax: (972) 323-5412
Kelly.Bushey@schneider-electric.com

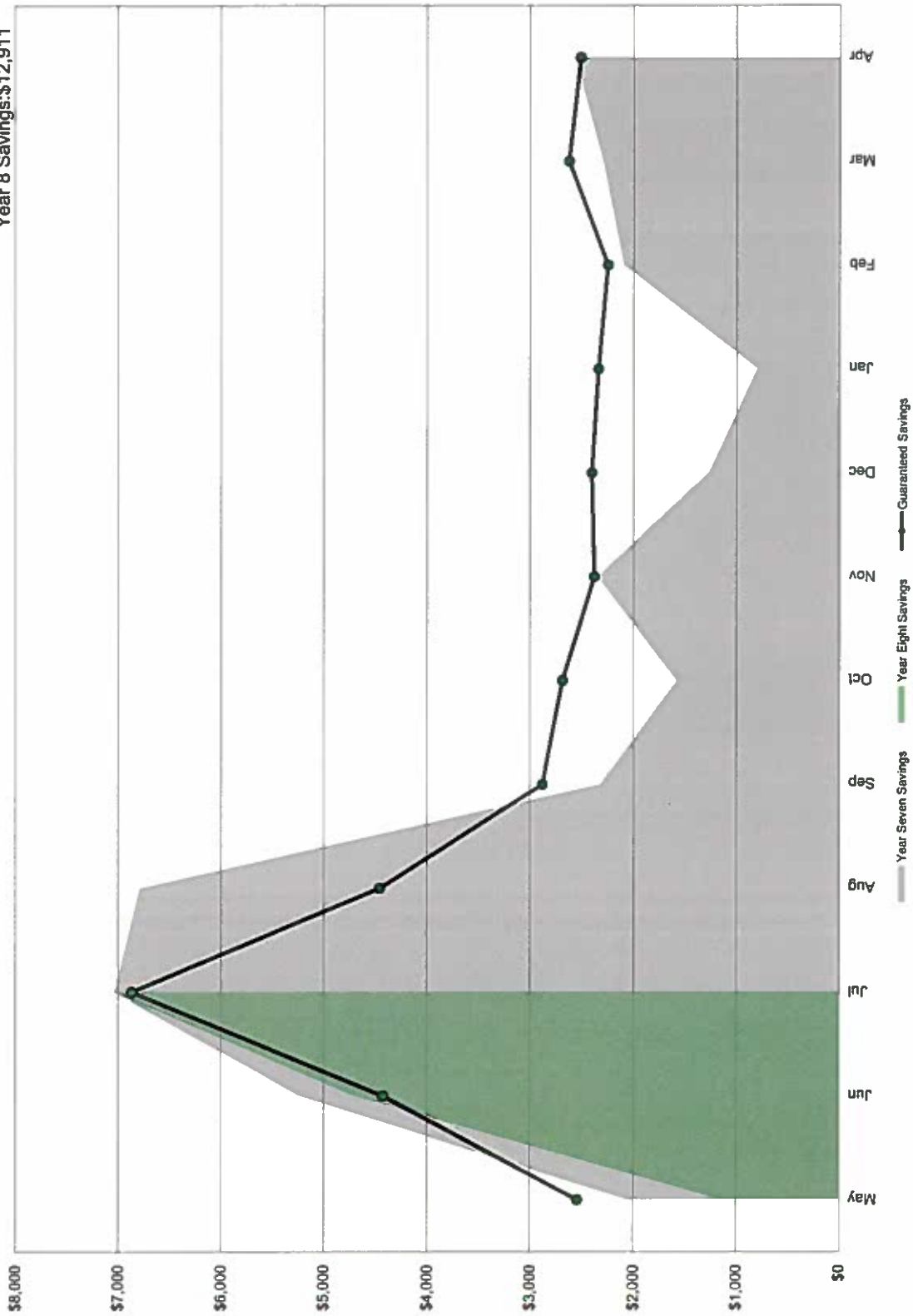
**Lucerne Valley USD
Actual Savings vs. Guarantee**

Annual Guarantee: \$38,389
Current Guarantee: \$282,563



Lucerne Valley USD Annual Savings vs. Guarantee

Annual Guarantee: \$38,389
Year 7 Savings:\$36,431
Year 8 Savings:\$12,911



[illegible]

Lucerne Valley USD Total Savings through Year 1: \$34,600															
MSJUS Campus	Electric: 3-002-1171-07 Gas: 121-1015130-002	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	Totals	
		\$2,251	\$8,611	\$8,665	\$3,374	\$1,844	\$1,830	\$817	(\$748)	\$479	\$680	\$1,343	\$1,041	\$30,286	
		\$136	\$59	\$7	\$30	(\$33)	(\$63)	(\$126)	(\$303)	(\$121)	\$152	\$329	\$37	\$232	
		\$2,387	\$8,669	\$8,672	\$3,404	\$1,808	\$1,846	\$691	(\$1,052)	\$358	\$832	\$1,672	\$1,079	\$30,367	
		\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$1,723	
		\$2,531	\$8,813	\$8,816	\$3,548	\$1,952	\$1,989	\$835	(\$908)	\$502	\$976	\$1,816	\$1,222		
		Stipulated Savings													
Monthly Total															
														Year 1 Savings:	\$32,090
														Installation Savings:	\$2,510
														Total Savings through Year 1:	\$34,600

[illegible]

Lucerne Valley USD Total Savings through Year 3: \$129,189

MSJJS Campus	Electric: 3-002-1171-07	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	Totals
	Gas: 121-1015130-002	\$4,111	\$11,903	\$11,768	\$7,655	\$4,118	\$2,223	\$1,553	\$323	\$1,152	\$1,558	\$1,995	\$1,808	\$50,364
		\$58	\$4	\$5	\$18	(\$3)	(\$189)	\$28	(\$190)	(\$2,041)	(\$47)	\$138	\$40	(\$2,951)
	Total	\$4,169	\$11,907	\$11,773	\$7,673	\$4,115	\$2,204	\$1,581	\$127	\$988	\$1,509	\$2,133	\$1,848	\$50,125
	Stipulated Savings	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$1,723
	Monthly Total	\$4,313	\$12,050	\$11,916	\$8,017	\$4,258	\$2,348	\$1,725	\$270	\$1,032	\$1,652	\$2,278	\$1,992	
														Year 3 Savings: \$51,848
														Year 2 Savings: \$42,741
														Year 1 Savings: \$32,090
														Installation Savings: \$2,510
														Total Savings through Year 3: \$129,189

Lucerne Valley USD Total Savings through Year 4: \$174,741

MSJJS Campus	Electric: 3-002-1171-07	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	Totals
	Gas: 121-1015130-002	\$4,038	\$9,865	\$10,533	\$6,662	\$2,998	\$2,285	\$1,262	\$143	\$1,000	\$1,251	\$2,113	\$1,743	\$43,922
		\$38	\$27	\$2	\$38	(\$3)	(\$4)	(\$150)	(\$335)	\$55	\$119	\$103	\$31	(\$92)
	Total	\$4,076	\$9,892	\$10,535	\$6,700	\$2,994	\$2,281	\$1,134	(\$198)	\$1,054	\$1,370	\$2,216	\$1,774	\$43,829
	Stipulated Savings	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$1,723
	Monthly Total	\$4,220	\$10,035	\$10,678	\$6,843	\$3,137	\$2,425	\$1,278	(\$53)	\$1,198	\$1,514	\$2,359	\$1,918	
														Year 4 Savings: \$45,552
														Year 3 Savings: \$51,848
														Year 2 Savings: \$42,741
														Year 1 Savings: \$32,090
														Installation Savings: \$2,510
														Total Savings through Year 4: \$174,741

Lucerne Valley USD Total Savings through Year 5: \$213,693

MSJ/S Campus	Electric: 3-002-1171-07	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	Totals
	Gas: 121-1015130-002	\$2	\$34	\$19	\$57	(\$17)	(\$34)	\$66	(\$194)	(\$196)	(\$28)	\$46	\$0	\$37,454
		\$3,945	\$6,867	\$8,418	\$8,041	\$2,118	\$2,443	\$2,299	\$250	\$1,165	\$1,503	\$1,598	\$2,586	(\$225)
		\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$37,229
	Stipulated Savings													\$1,723
	Monthly Total	\$4,088	\$7,010	\$8,561	\$8,185	\$2,261	\$2,586	\$2,442	\$394	\$1,308	\$1,646	\$1,739	\$2,730	
														Year 5 Savings: \$38,952
														Year 4 Savings: \$45,552
														Year 3 Savings: \$51,848
														Year 2 Savings: \$42,741
														Year 1 Savings: \$32,090
														Installation Savings: \$2,510
														Total Savings through Year 5: \$213,693

Lucerne Valley USD Total Savings through Year 6: \$250,847

MSJ/S Campus	Electric: 3-002-1171-07	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	Totals
	Gas: 121-1015130-002	\$18	\$61	\$25	\$44	\$41	(\$16)	(\$106)	(\$67)	\$40	\$255	\$127	\$53	\$34,958
		\$1,473	\$3,583	\$8,558	\$7,212	\$3,626	\$1,808	\$2,471	\$1,200	\$555	\$2,289	\$2,323	\$2,333	\$473
		\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$35,431
	Stipulated Savings													\$1,723
	Monthly Total	\$1,616	\$3,728	\$8,702	\$7,355	\$3,770	\$1,952	\$2,615	\$1,344	\$699	\$2,432	\$2,466	\$2,477	
														Year 6 Savings: \$37,154
														Year 5 Savings: \$38,952
														Year 4 Savings: \$45,552
														Year 3 Savings: \$51,848
														Year 2 Savings: \$42,741
														Year 1 Savings: \$32,090
														Installation Savings: \$2,510
														Total Savings through Year 6: \$250,847

Electric Consumption Savings

Lucerne Valley USD Installation Savings: 20,458 kWh

	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	Totals
MS/JS Campus										57,701	54,949	52,360	165,010
Baseline:										54,190	43,266	47,096	144,552
Actual:										3,511	11,683	5,264	20,458
Savings													
													Installation kWh Savings: 20,458

Lucerne Valley USD Total Savings through Year 1: 213,801 kWh

	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	Totals
MS/JS Campus	73,451	110,592	102,569	98,247	79,575	63,644	58,595	50,980	55,961	57,676	58,247	55,213	864,750
Baseline:	53,650	64,190	61,681	79,251	65,390	48,130	50,175	57,608	49,936	50,356	43,614	47,426	671,407
Actual:	19,801	46,402	40,888	18,996	14,185	15,514	8,420	(6,628)	6,025	7,320	14,633	7,787	193,343
Savings:													
													Year 1 kWh Savings: 193,343
													Installation kWh Savings: 20,458
													Total kWh Savings Through Year 1: 213,801

Lucerne Valley USD Total Savings through Year 2: 451,619 kWh

	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	Totals
MS/JS Campus	77,406	81,585	79,316	93,032	79,375	59,577	61,086	47,583	55,961	61,370	51,704	46,198	794,193
Baseline:	57,193	35,183	38,428	74,036	55,198	41,308	49,700	42,376	48,496	43,323	35,119	38,014	556,374
Actual:	20,213	46,402	40,888	18,996	24,177	18,269	11,386	5,207	9,465	18,047	16,585	8,184	237,819
Savings:													
													Year 2 kWh Savings: 237,819
													Year 1 kWh Savings: 193,343
													Installation kWh Savings: 20,458
													Total kWh Savings Through Year 2: 451,619

Lucerne Valley USD Total Savings through Year 3: 751,633 kWh

MS/JS Campus	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	Totals
Baseline:	73,198	83,214	78,467	90,581	84,029	58,153	60,166	47,227	55,968	61,723	53,785	47,973	794,484
Actual:	43,226	27,610	25,849	46,738	53,751	40,156	45,877	45,086	47,781	48,201	34,801	35,394	494,470
Savings:	29,972	55,604	52,618	43,843	30,278	17,997	14,289	2,141	8,187	13,522	18,984	12,579	300,014
Year 3 kWh Savings: 300,014													
Year 2 kWh Savings: 237,819													
Year 1 kWh Savings: 193,343													
Installation kWh Savings: 20,458													
Total kWh Savings Through Year 3: 751,633													

Lucerne Valley USD Total Savings through Year 4: 1,022,053 kWh

MS/JS Campus	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	Totals
Baseline:	65,631	86,587	73,221	95,205	85,323	61,034	60,166	47,227	55,968	61,521	52,976	54,451	799,310
Actual:	39,233	36,741	26,105	56,429	60,699	42,666	48,723	45,850	46,796	50,024	34,744	40,880	528,890
Savings:	26,398	49,846	47,116	38,776	24,624	18,368	11,443	1,377	9,172	11,497	18,232	13,571	270,420
Year 4 kWh Savings: 270,420													
Year 3 kWh Savings: 300,014													
Year 2 kWh Savings: 237,819													
Year 1 kWh Savings: 193,343													
Installation kWh Savings: 20,458													
Total kWh Savings Through Year 4:													1,022,053

Lucerne Valley USD Total Savings through Year 5: 1,280,658 kWh

MS/JS Campus		May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	Totals
	Baseline:	83,640	80,578	75,375	102,348	85,522	59,400	60,051	47,476	59,465	57,903	17,080	54,046	782,884
	Actual:	54,764	40,387	38,252	69,883	66,461	40,115	41,096	42,577	45,557	41,344	10,209	33,834	524,279
	Savings:	28,876	40,191	37,123	32,665	19,061	19,285	18,955	4,899	13,908	16,559	6,871	20,212	258,605
		Year 5 kWh Savings: 258,605												
		Year 4 kWh Savings: 270,420												
		Year 3 kWh Savings: 300,014												
		Year 2 kWh Savings: 237,819												
		Year 1 kWh Savings: 193,343												
		Installation kWh Savings: 20,458												
		Total kWh Savings Through Year 5: 1,280,658												

Lucerne Valley USD Total Savings through Year 6: 1,533,380 kWh

MS/JS Campus	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	Totals	
	Baseline:	54,753	87,169	85,392	77,215	98,697	66,872	57,369	57,347	50,580	62,735	55,758	57,344	811,231
	Actual:	39,911	57,248	52,847	43,498	74,351	47,852	38,521	44,310	44,210	42,502	36,434	36,824	558,508
	Savings:	14,842	29,921	32,545	33,717	24,346	19,020	18,848	13,037	6,370	20,233	19,324	20,520	252,723
	Year 6 kWh Savings: 252,723													
	Year 5 kWh Savings: 258,605													
	Year 4 kWh Savings: 270,420													
	Year 3 kWh Savings: 300,014													
	Year 2 kWh Savings: 237,819													
	Year 1 kWh Savings: 193,343													
	Installation kWh Savings: 20,458													
	Total kWh Savings Through Year 6: 1,533,380													

Lucerne Valley USD Total Savings through Year 7: 1,772,280 kWh

	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	Totals
MS/JS Campus													
Baseline:	59,333	81,339	83,693	85,097	91,690	75,332	61,799	53,700	54,440	58,142	56,996	60,666	822,227
Actual:	42,030	48,044	48,993	55,598	72,840	57,949	45,304	43,822	48,355	41,525	38,778	40,089	593,327
Savings:	17,303	33,295	34,700	29,499	18,850	17,383	16,495	9,878	6,085	16,617	18,218	20,577	238,900
Year 7 kWh Savings:													
Year 6 kWh Savings:													
Year 5 kWh Savings:													
Year 4 kWh Savings:													
Year 3 kWh Savings:													
Year 2 kWh Savings:													
Year 1 kWh Savings:													
Installation kWh Savings:													
Total kWh Savings Through Year 7:													1,772,280

Lucerne Valley USD Total Savings through Year 8 to date: 1,840,308 kWh

	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	Totals
MS/JS Campus													
Baseline:	52,600	79,949	83,693	0	0	0	0	0	0	0	0	0	216,242
Actual:	47,536	51,685	48,993	0	0	0	0	0	0	0	0	0	148,214
Savings:	5,064	28,264	34,700	0	0	0	0	0	0	0	0	0	68,028
Year 8 kWh Savings to date:													
Year 7 kWh Savings:													
Year 6 kWh Savings:													
Year 5 kWh Savings:													
Year 4 kWh Savings:													
Year 3 kWh Savings:													
Year 2 kWh Savings:													
Year 1 kWh Savings:													
Installation kWh Savings:													
Total kWh Savings to Date:													1,840,308

Lucerne Valley USD Installation Savings: 81 kW

MS/JS Campus	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	Totals
Baseline:										218	195	239	652
Actual:										195	197	179	571
Savings										23	(2)	60	81

Installation kW Savings: **81**

Lucerne Valley USD Total Savings through Year 1: 217 kW

[illegible]

Lucerne Valley USD Total Savings through Year 2: 862 kW

	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	Totals
Baseline:	310	221	255	343	305	236	225	203	222	215	187	227	2,949
Actual:	270	125	151	272	244	169	201	190	191	174	166	151	2,304
Savings:	40	96	104	71	61	67	24	13	31	41	21	76	645
													Year 2 kW Savings: 645
													Year 1 kW Savings: 136
													Installation kW Savings: 81
													Total kW Savings Through Year 2: 862

Lucerne Valley USD Total Savings through Year 3: 1,689 kW

MS/JS Campus	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	Totals
Baseline:	295	229	250	334	323	235	227	202	222	218	195	236	2,966
Actual:	214	57	67	264	259	192	200	180	181	187	171	167	2,139
Savings:	81	172	183	70	64	43	27	22	41	31	24	69	827
Year 3 kW Savings: 827													
Year 2 kW Savings: 645													
Year 1 kW Savings: 136													
Installation kW Savings: 81													
Total kW Savings Through Year 3:													1,689

Lucerne Valley USD Total Savings through Year 4: 2,377 kW

MS/JS Campus	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	Totals
Baseline:	267	242	229	351	317	246	227	202	222	217	194	260	2,974
Actual:	153	172	75	298	268	196	196	193	197	191	145	201	2,285
Savings:	114	70	154	53	49	50	31	9	25	26	49	59	689
Year 4 kW Savings: 689													
Year 3 kW Savings: 827													
Year 2 kW Savings: 645													
Year 1 kW Savings: 136													
Installation kW Savings: 81													
Total kW Savings Through Year 4:													2,377



Lucerne Valley USD Total Savings through Year 5: 2,909 kW													
	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	Totals
MS/JS Campus													
Baseline:	315	238	237	352	338	244	225	203	221	219	237	215	3,045
Actual:	246	251	258	281	275	185	163	188	203	205	127	131	2,513
Savings:	69	(13)	(21)	71	63	59	62	15	18	14	110	84	532
													532
Year 5 kW Savings:													689
Year 4 kW Savings:													827
Year 3 kW Savings:													645
Year 2 kW Savings:													136
Year 1 kW Savings:													81
Installation kW Savings:													2,909
Total kW Savings Through Year 5:													2,909

Lucerne Valley USD Total Savings through Year 6: 3,247 kW													
	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	Totals
MS/JS Campus	275	312	254	253	345	279	226	223	205	227	218	216	3,033
Actual:	256	293	267	220	299	282	156	207	197	197	155	166	2,695
Savings:	19	19	(13)	33	46	(3)	70	16	8	30	63	50	338
													338
Year 6 kW Savings:													338
Year 5 kW Savings:													532
Year 4 kW Savings:													689
Year 3 kW Savings:													827
Year 2 kW Savings:													645
Year 1 kW Savings:													136
Installation kW Savings:													81
Total kW Savings Through Year 6:													3,247

Lucerne Valley USD Total Savings through Year 7: 3,698 kW

	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	Totals
MS/JIS Campus	Baseline:	260	306	249	266	343	312	223	206	225	225	220	3,075
	Actual:	230	252	229	237	323	292	180	185	187	168	162	2,825
	Savings:	30	54	20	29	20	60	43	21	38	57	58	450
<p>Year 7 kW Savings: 450</p> <p>Year 6 kW Savings: 338</p> <p>Year 5 kW Savings: 532</p> <p>Year 4 kW Savings: 689</p> <p>Year 3 kW Savings: 827</p> <p>Year 2 kW Savings: 645</p> <p>Year 1 kW Savings: 136</p> <p>Installation kW Savings: 81</p> <p>Total kW Savings Through Year 7: 3,698</p>													

Lucerne Valley USD Total Savings through Year 8 to date: 3,837 kW

	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	Totals
MS/JIS Campus	Baseline:	248	301	249	0	0	0	0	0	0	0	0	798
	Actual:	197	232	229	0	0	0	0	0	0	0	0	658
	Savings:	51	69	20	0	0	0	0	0	0	0	0	140
<p>Year 8 kW Savings to date: 140</p> <p>Year 7 kW Savings: 450</p> <p>Year 6 kW Savings: 338</p> <p>Year 5 kW Savings: 532</p> <p>Year 4 kW Savings: 689</p> <p>Year 3 kW Savings: 827</p> <p>Year 2 kW Savings: 645</p> <p>Year 1 kW Savings: 136</p> <p>Installation kW Savings: 81</p> <p>Total kW Savings to Date: 3,837</p>													

Natural Gas Consumption Savings

Lucerne Valley USD Installation Savings: -403 therms

	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	Totals
MS/JIS Campus													
Baseline:										1,416	849	510	2,775
Actual:										1,633	958	589	3,178
Savings:										(217)	(107)	(79)	(403)
Installation therms Savings: (403)													(403)

Lucerne Valley USD Total Savings through Year 1: -1,027 therms

	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	Totals
MS/JIS Campus													
Baseline:	445	230	184	277	254	418	684	1,481	1,278	1,642	1,024	473	8,391
Actual:	357	194	180	255	316	565	938	2,095	1,524	1,503	662	426	9,015
Savings:	88	36	4	22	(62)	(147)	(254)	(614)	(246)	139	362	47	(624)
Year 1 therms Savings: (624)													(624)
Installation therms Savings: (403)													(403)
Total therms Savings Through Year 1: (1,027)													(1,027)

Lucerne Valley USD Total Savings through Year 2: -964 therms

	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	Totals
MS/JIS Campus													
Baseline:	367	244	170	277	346	433	1,164	1,355	1,488	1,667	946	590	9,047
Actual:	312	252	189	256	414	668	1,498	1,544	1,610	1,070	643	528	8,984
Savings:	55	(8)	(19)	21	(68)	(235)	(334)	(189)	(122)	597	303	62	63
Year 2 therms Savings: 63													63
Year 1 therms Savings: (624)													(624)
Installation therms Savings: (403)													(403)
Total therms Savings Through Year 2: (964)													(964)

Lucerne Valley USD Total Savings through Year 3: -1,476 therms													
	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	Totals
MS/JIS Campus													
Baseline:	413	244	170	287	314	415	1,119	1,287	1,282	1,624	1,016	485	8,656
Actual:	311	237	162	255	320	447	1,063	1,683	1,816	1,720	737	417	9,168
Savings:	102	7	8	32	(6)	(32)	56	(396)	(534)	(96)	279	68	(512)
<div> <div>Year 3 therms Savings: (512)</div> <div>Year 2 therms Savings: 63</div> <div>Year 1 therms Savings: (624)</div> <div>Installation therms Savings: (403)</div> <div>Total therms Savings Through Year 3: (1,476)</div> </div>													

[illegible]

Lucerne Valley USD Total Savings through Year 5: -2,189 therms

	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	Totals
MS/JS Campus													
Baseline:	405	225	171	303	250	297	833	1,620	1,381	1,509	587	479	8,060
Actual:	401	166	137	203	279	355	700	2,013	1,757	1,566	509	463	8,549
Savings:	4	59	34	100	(29)	(58)	133	(393)	(376)	(57)	77	16	(490)
Year 5 therms Savings: (490) Year 4 therms Savings: (223) Year 3 therms Savings: (512) Year 2 therms Savings: 63 Year 1 therms Savings: (624) Installation therms Savings: (403) Total therms Savings Through Year 5: (2,189)													

Lucerne Valley USD Total Savings through Year 6: -1,305 therms

	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	Totals
MS/JS Campus													
Baseline:	357	225	183	292	344	478	1,124	1,120	1,126	1,134	797	423	7,601
Actual:	326	119	140	215	273	506	1,336	1,256	1,045	618	551	332	6,717
Savings:	31	106	43	77	71	(28)	(212)	(136)	81	516	246	91	884
Year 6 therms Savings: 884 Year 5 therms Savings: (490) Year 4 therms Savings: (223) Year 3 therms Savings: (512) Year 2 therms Savings: 63 Year 1 therms Savings: (624) Installation therms Savings: (403) Total therms Savings through Year 6: (1,305)													

Lucerne Valley USD Total Savings through Year 7: -1,412 therms

	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	Totals
MS/JS Campus													
Baseline:	367	240	169	292	250	308	771	1,298	1,077	1,281	592	449	7,094
Actual:	243	175	152	297	308	550	1,034	1,588	1,090	946	408	410	7,201
Savings:	124	65	17	(5)	(58)	(242)	(263)	(290)	(13)	335	184	39	(107)
Year 7 therms Savings: Year 6 therms Savings: 884 Year 5 therms Savings: (490) Year 4 therms Savings: (223) Year 3 therms Savings: (512) Year 2 therms Savings: 63 Year 1 therms Savings: (624) Installation therms Savings: (403) Total therms Savings through Year 7: (1,412)													

Lucerne Valley USD Total Savings through Year 8 to date: -1,191 therms

	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	Totals
MS/JS Campus													
Baseline:	412	240	169	0	0	0	0	0	0	0	0	0	821
Actual:	273	175	152	0	0	0	0	0	0	0	0	0	600
Savings:	139	65	17	0	0	0	0	0	0	0	0	0	221
Year 8 therms Savings to date: Year 7 therms Savings: (107) Year 6 therms Savings: 884 Year 5 therms Savings: (490) Year 4 therms Savings: (223) Year 3 therms Savings: (512) Year 2 therms Savings: 63 Year 1 therms Savings: (624) Installation therms Savings: (403) Total therms Savings to Date: (1,191)													





3. Project Approach

a) *Provide a description of the vendor's approach to performing audits, and identifying improvement measures*

Capistrano USD has the benefit of working with a partner that has streamlined the audit process over the course of 20 years and over 580 ESCO projects. The phases of Schneider Electric's Project Approach are outlined below, highlighting the outcomes that align with **Steps 1-7 of the Prop Guidelines (Step 8 is post-project reporting)**. Schneider Electric's attention to detail and standardization of practices maximizes value in every aspect of your project. In fact, it is this standardization and commitment to quality that has earned Schneider Electric an ISO 9001 certification.

The Schneider Electric account manager, Marc Starkey, is the single source of responsibility to Capistrano USD for the entire development and audit process. A single team with sole responsibility to Capistrano USD, known as a **CORE team**, is established and works on this project through the duration of not only development, but also construction and measurement and verification. This ensures that we are taking a holistic view and taking into account construction and measurement and performance issues during our design phase. Our clients have appreciated this approach- getting it done right the first time. This CORE team consists of:

1. Account Manager (Program Manager)- Marc Starkey
2. Project Development Manager (Design)- Chris Klauss
3. Senior Energy Engineer- Ben Johnson
4. Site Superintendent (Construction)- Troy Graham
5. Measurement & Verification, customer training—(Performance Assurance)- Fred McCandless and Russell Thompson

Phase I: Pre-Development—Kick-off Meeting

During this phase, Capistrano USD will meet the Schneider Electric project team. Before development of the project begins, a **kick-off meeting** will be conducted so that all key stakeholders within Capistrano Unified School District and Schneider Electric can understand the goals and any concerns of Capistrano USD. With the information communicated in this meeting, Schneider Electric and the District will jointly develop expectations and timelines for the planning and construction phase, as known at this time.

Phase II: Project Development (Design and Prop 39 Planning)

The investment grade audit process, also known as an ASHRAE level 2 Audit in the Prop 39 Guidelines, is a collaborative process with Capistrano USD. **The process will result in identification of energy measures and will complete Steps 1-7, which is necessary for Schneider to submit the Prop 39 Energy Expenditure Plan on behalf of Capistrano USD.** Schneider Electric will outline all possible opportunities to Capistrano USD, indicating which energy measures best match the District's aforementioned interests and goals. **We will discuss strategies to select which "bundled measures" meet the Prop 39 1.05 SIR (Savings-to-Investment Ratio).** As the District selects and eliminates certain measures, Capistrano USD's project will be refined until it best meets the needs and goals of the District.

Please see the following chart on the following page which summarizes our Project Approach with Capistrano USD.



PROP 39 PROJECT APPROACH – Capistrano USD and Schneider Electric

Function	Tools/Necessities	Outcome
Initial Kick-Off Meeting with Capistrano USD	<ul style="list-style-type: none"> • Involvement of key players • Communication 	<ul style="list-style-type: none"> • Understanding of District's needs and goals • Project schedule set • Subcontractor needs discussed • Better control of project quality
Data Gathering	<ul style="list-style-type: none"> • 26 months of utility bills • Rate schedule information • Blueprints/drawings/etc. • Square footage and construction materials 	<ul style="list-style-type: none"> • Preliminary impression of facilities' operating condition • Preliminary understanding of facilities' design, layout, and opportunities for savings • Wealth of data to discuss with District • COMPLETE STEP 1- utility release forms for CEC • COMPLETE STEP 2- Utility benchmarking
Schneider Electric On-Site Audits	<ul style="list-style-type: none"> • Schneider Electric engineers • District maintenance staff • Equipment functionality • Facility operation strategy 	<ul style="list-style-type: none"> • Understanding of current systems and facility layouts • Foundation for project opportunities • First assessment of SIR ratings for individual measures and project bundling.
SCOPING MEETING	<ul style="list-style-type: none"> • Capistrano USD and Schneider Electric key stakeholders 	<ul style="list-style-type: none"> • Potential energy projects discussed for all audited Capistrano USD sites • SIR calculations and bundling strategy • Capistrano USD provides feedback on priority of projects. • COMPLETE STEP 3- Eligible project identification • COMPLETE STEP 4- Sequencing (e.g. loading order-efficiency before solar).
MID-TERM MEETING	<ul style="list-style-type: none"> • Capistrano USD and Schneider Electric key stakeholders 	<ul style="list-style-type: none"> • Budgetary Costs and Savings for projects options • Technologies, training plans, equipment preferences, and implementation strategy discussed.
FINAL PLANNING MEETING	<ul style="list-style-type: none"> • Capistrano USD and Schneider Electric key stakeholders 	<ul style="list-style-type: none"> • Final cost and savings • Energy services agreement prepared • COMPLETE STEP 5- Energy Measure identification. • COMPLETE STEP 6- Cost Effectiveness Determination.
PROJECT APPROVAL-CONTRACT EXECUTED	<ul style="list-style-type: none"> • Capistrano USD staff, legal team and Schneider account manager and legal team, 	<ul style="list-style-type: none"> • Finalize construction contract, scope of work and savings for approval by Capistrano USD Board of Education.



b) Provide a description of the vendor's approach to design specs and engineer requirements for large scale mechanical equipment that has been identified as an EEM.

Key Focus: Collaborate and Solve.

Overview

The Design and Engineering phase of our development cycle is intended to validate and develop innovative and comprehensive scopes of work to meet the challenges identified during the discovery phase. Our basic approach to a project is founded on our principles of strong project management, open communication, technical design excellence, and proven technologies. With a holistic approach to energy management and a working partnership with your organization, Schneider Electric is able to develop a project program for your District while working to achieve more with less.

The following sections outline the solutions phase of the development process which is focused around the following concepts:

- Create Comprehensive ECM List
- Establish Development Plan
- Collaborate with Integrated Development Team

It is important to note that, for a program to be successful, leadership, process, involvement, documentation, awareness, and monitoring are key drivers. Our project managers lead our development efforts, through an ISO 9000:1 certified process, with quality built into every step and reviews at every milestone. The goal is to ensure first time quality and on-time delivery, as well as open communication and clear documentation of project expectation. This is why each project is staffed by an integrated team of technical discipline leads (energy, mechanical, electrical, controls, lighting, and envelope) led by the project manager. The lead engineers are responsible for a series of quality control (QC) reviews throughout scope development, design, calculations, drawings, and specifications at each milestone to ensure error-free, quality deliverables, as well as a sound financial package to meet your needs.

Create Comprehensive ECM List

Upon completion of the facility assessment process, Schneider Electric's engineers begin to develop a list of **ECMs** based on field notes, client interviews, and energy usage data. This list of **ECMs** is exhaustive based on the observations and may not initially take into account cost or energy savings criteria. Upon development of the ECM list, each measure is then analyzed individually to determine the economic feasibility, as well as the construction feasibility for the particular conditions at the site. Input from Capistrano USD is also considered during this analysis to determine the effectiveness of the potential measures. The conceptual scope of work is determined from the filtered list, and savings and costs are determined based on the **measures** included.

Schneider Electric adopts a full Energy Management Life Cycle approach to determining comprehensive solutions. From strategy to performance, we view all aspects of your energy consumption as an opportunity for savings. Energy is not just a cost to be managed but an opportunity to strategically leverage spending. From plant to plug, Schneider Electric knows buildings. Schneider Electric is the global leader in Energy Management. Schneider Electric's core business is energy with all of our business units focused on energy management. As an energy partner, we help people and organizations "Make the most of their energy." Schneider Electric approaches building optimization through safe, comfortable, efficient and low cost operations. That is why we have equipped ourselves with the foremost providers of energy efficiency, security, uninterruptible power, electrical equipment, solar, wind, etc.





Establish Development Plan

Schneider Electric's IGA process is a documented standard operating procedure. The team is led by the project manager and is the single point of contact and responsibility for ensuring the fluid nature of the project development process. Planning is essential as the adage states "if you fail to plan, plan to fail."

At the core of our process is the creation and refinement of the Project Program – an internal Schneider Electric collaborative communication tool for defining and controlling project boundaries. The Project Program is created and refined throughout the development of a project and serves as the central location for all project requirements, including the following:

- Project Goals and Objectives
- Deliverable Communication Plan
- Building Descriptions
- Project Pricing Guidelines
- Utility and Energy Analysis Assumptions
- Applicable Utility Incentives
- Applicable Codes and Permits
- Measurement and Verification Plan
- Construction Phasing Plan
- Key Operating Strategies



Collaborate with Integrated Development Team

Project team collaboration has proven to be the key in the greater understanding of the unique project parameters of each client, an understanding which, over time, ensures the completion of a successful project. Schneider Electric holds project update meetings with key stakeholders early in the process so that all team members have adequate opportunity to influence the project's direction. Stakeholders include the sales representative, project manager, energy engineers, technical specialists, design engineers, cost estimators, construction services, installation, and measurement and verification (M&V) representatives. A typical meeting agenda includes a review of project goals, schedule, financial, and contractual requirements, along with the comprehensive ECM list. The team works through the specific project challenges to determine the most effective and beneficial solutions for further scope development and refinement.

c) *Provide a description of the vendor's approach to managing the project and procedures for minimizing occupant disruptions*

Capistrano USD can be assured that Schneider Electric manages all of our projects with on-staff project and construction managers. To get started, some initial tasks and meetings performed by the Schneider Electric construction manager include:

- Reviewing the project requirements developed during the Investment Grade Audit and presented in the Investment Grade Audit report
- Refining the project schedule per Capistrano USD school calendar and requirements
- Approving the construction documentation
- Getting subcontractors contracted
- Conducting the pre-construction meetings

Schneider Electric's project manager will provide Capistrano USD with an estimated schedule for the project and develop a schedule for regular progress meetings. Our clients have found **brief weekly or bi-weekly progress meetings**, led by our project manager, beneficial at keeping all parties informed.



During the construction phase of our performance contracting projects, Schneider Electric acts as a “design-build” contractor and construction manager. Schneider Electric bears sole responsibility to the Capistrano USD for:

• Design	• Project scheduling
• Construction and record drawings	• Equipment procurement
• Subcontractor procurement	• Construction management
• DSA	• Acceptance inspections
• Punch-list development	• Final acceptance inspection
• Commissioning	• On-site customer training

As part of our energy services contract and any agreements we may enter into with any subcontractors, Schneider Electric guarantees that the design and installation of the work complies with all current local, state, and federal construction codes and environmental regulations. As a successful turnkey organization, our construction department adheres to the codes and standards required by all applicable local, state, and national governing bodies. Capistrano USD’s minimum standards and specifications for equipment, materials, and workmanship will be followed except in the areas that Schneider Electric’s standards are more rigorous.

Since more than 300 projects Schneider Electric has completed over the last 20 years have been in K-12 facilities, **we understand the dynamic learning environment and work with each District to develop a schedule that accommodates classroom learning and activities first.** The schedule’s length and pace will be based upon Capistrano USD’s comfort to schedule the work considering the educational needs of the students, teachers and staff. **Much of our work will be performed during 2nd shift, evenings, weekends and holidays.** We have extensive experience with school district clients that require our team and subcontractors to work at school sites without a single student on site. Bottom line is that we are sensitive and flexible to your needs and will implement the project according to your stipulations. Our subcontractors will be selected and hired based upon these criteria. Some other considerations that may impact the schedule include:

- **Equipment needs/Priorities of Capistrano USD.** For example, if the project’s scope of work contained a piece of equipment that was failing, we will accelerate its replacement as quickly as possible.
- **Seasonal considerations and lead time** are critical in creating an implementation schedule. For example, if the project included hot boiler replacement, it would be scheduled for the summer and early fall.

d) *Describe steps taken by the vendor during and after the turnover process to ensure successful project implementation.*

Following the construction of the project, Schneider Electric will conduct measurement and verification of savings, as required by the Proposition 39 Guidelines. The cost for Schneider Electric to do this 1st year reporting to the CEC is included in the Capistrano USD’s project price.

The District has the opportunity include monitoring and guarantee of savings, which is performed by Schneider Electric team members, known as Performance Assurance. If desired by the District, this performance or M&V phase will continue through the specified guarantee period agreed to by the District (annually, or another term).

Schneider Electric’s Performance Assurance group consists of a group of 65 individuals who are solely focused on customers in the post-installation phase. This group offers and implements customer training, client support, troubleshooting, commissioning and retro-commissioning, site visits and all measurement and verification reporting. When Schneider Electric becomes your partner in a performance contract, we begin to develop a relationship that will benefit the District for years to come.

All of our energy support services are renewable annually, allowing Capistrano USD the greatest flexibility.



Solution	Description	Key Benefits
Measurement and Verification*	Uses data from automation systems, meters, or utility bills to determine energy use	<ul style="list-style-type: none"> Shows true cost of changing schedules, setpoints, etc. Enables energy efficiency and budget friendly decisions Allocates after hours energy costs to users
Remote system monitoring and optimization	Verifies operations to assure intended energy savings	<ul style="list-style-type: none"> Regularly checks agreed upon setpoints and schedules Verifies automatic operations not in override Reports abnormalities and, if prearranged, makes changes immediately
Remote energy management, training and technical support	Provides customized remote support based on specific needs	<ul style="list-style-type: none"> Handles scheduling, system adjustments, etc. Provides on-demand system training and support
On-site energy and sustainability planning	Proactively addresses changing needs to assure peak systems performance	<ul style="list-style-type: none"> Summarizes annual performance with recommendations for following year Identifies additional energy conservation measures or areas for improvement
On-site training	Provides initial and regularly scheduled refresher sessions	<ul style="list-style-type: none"> Invests in employee retention Promotes proper systems operation Empowers and enables self-sufficiency
Re-/retro-commissioning	Identifies and tests performance objectives	<ul style="list-style-type: none"> Tests, verifies, and documents performance for any building Improves the performance of building outside the original project
Energy management system service	Provides a block of hours for on-site service	<ul style="list-style-type: none"> Arranges regularly scheduled service Provides emergency service during normal work hours Handles new work requests
Extended warranty	Adds an additional year to the product warranty	<ul style="list-style-type: none"> Applies to all Schneider Electric products installed as part of the project or additions

e) Describe training program available for district staff.

A successful energy project depends on the partnership between the client and the ESCO after installation. The partnership includes a mutual, active commitment to training and support. Too many times in traditional construction, we have seen our clients cut short with regards to client training. We assess the training needs based on the existing staff skill level and familiarity with the implemented energy measures. During the Investment Grade Audit phase (IGA) of the project, we start the discussion with Capistrano USD for training needs as desired by the District.

Near project completion, Schneider Electric's Project Manager will schedule formal on-site training at Capistrano USD's facilities. We have found that it is more effective to incorporate training in sections over time, rather than grouped together all at once. It is more beneficial to get some basic training and let the maintenance staff use the equipment and systems for a period of time, then schedule a follow up training to address new questions and issues that come from learning the systems. Schneider Electric training is focused on creating competent, confident, engaged system operators committed to improving system performance. The staff will learn how to use the new systems and optimize performance and comfort while achieving energy savings.

Operator and training manuals are provided to the maintenance department for reference. If any modifications are made to the EMS, all of our control drawings will be provided to the client in electronic format. Equipment manuals will be created at the completion of each energy measure.

Lastly, as a client of Schneider Electric, we will provide an education process towards our Schneider University website which occupies more than 200 online tutorials. Many of these can supplement the project scope, technologies or equipment installed as a refresher to keep your staff updated between visits and in service site visits.



- f) *Provide a description of the vendor's approach to a typical scope of work, including performing EEM's calculating energy savings and sequencing improvements.*

In the implementation phase of its contracts, Schneider Electric acts as a "design-build" contractor. Schneider Electric bears sole responsibility to the client for:

- *Design and Engineering*
- *Plans and specifications*
- *Construction drawings*
- *Record drawings*
- *Project scheduling*
- *Sub contractor and Equipment procurement*
- *Construction management*
- *Start-up and Installation*
- *Acceptance inspections*
- *Punch-list development*
- *Final acceptance inspection*

The installation team will visit the site to collect any additional information. If necessary, modifications to the design can be made at this stage, with the owner's agreement. The implementation phase will begin as soon as the final project is approved and the necessary financing is in place. Schneider Electric's project manager will be Capistrano USD's main point of contact during the construction phase of each project. The project manager in collaboration with your stakeholders, will determine how each aspect of the project will be scheduled and logistically organized. Interim inspections will be made to your site to ensure that work conforms to the specification, acceptability of work quality, percent of total project completion, and what payment amount is justified. Our implementation team's number 1 goal is to not impact or distract the learning environment as well as any school based activity. In order to do so, we proactively communicate with all our personnel, subs and team members that we are committed to working before school, after school, night time, weekends, holidays and breaks so that we have no bearing on your mission and vision in providing the very best learning environment for your students.

Schneider Electric's project manager will provide Capistrano USD with an estimated schedule for the project and develop a schedule for regular progress meetings. Project progress payments will begin during this phase. The implementation period will be determined during the detailed audit phase. This should demonstrate Schneider Electric's ability to identify and meet internal and external milestones during a project. Integral to the process of developing such a schedule is Critical Path Analysis and its application.

As part of our energy services contract and any agreements we may enter into with any subcontractors, Schneider Electric guarantees that the design and installation of the work complies with all current local, state, and federal construction codes and environmental regulations. As a successful turnkey organization, the Building's Business' construction department adheres to the codes and standards required by all applicable local, state, and national governing bodies. The client's standards and specifications for equipment, materials, and workmanship will be followed.

All of our design drawings will be provided to the client in electronic format. Equipment manuals will be created at the completion of each retrofit. Training manuals will be assembled throughout the implementation of the project and given to the client.

Warranty work responsibility will pass from the project manager to Schneider Electric's Performance Assurance Support Services (PASS) personnel at the completion of construction and will be coordinated with this group for the duration of the warranty period.

Project Commissioning and Training



When implementation is nearing completion, Schneider Electric will verify that all energy conservation measures are functioning properly. This includes:

- *Verifying light levels are adequate and consistent with specifications.*
- *Verification that all software is performing correctly for any energy management system installed.*
- *Verifying point by point the function of all new and existing hardware points.*
- *Verifying the proper functioning of all HVAC equipment and appropriate comfort levels.*
- *Identifying any additional ECMs associated savings may fund during this project.*

During the implementation of ECMs and the final implementation inspection of your facilities, Schneider Electric will train your staff to operate the new controls and/or equipment properly and at the appropriate levels. The District's facilities will continue to be operated by your staff. Schneider Electric will work with you to enact a training plan that will meet the specific needs of the District's staff. During the Investment Grade Audit, Schneider Electric staff will evaluate the ongoing maintenance activities and the overall effectiveness of these programs. We will ensure that the operation of your facility is efficient and will maximize the cost-effectiveness and occupancy comfort.

Calculating Energy Savings

After a model has been successfully calibrated using actual observations and real utility data, the process of calculating energy savings starts by identifying the scope of work and the impact the work will have on the systems and the facility. Through the experience and expertise of Schneider Electric's energy engineers, ECM analyses are conducted in order to predict future performance of the buildings and systems once specific measures are implemented. In order to conduct this process with confidence, it is important that the baseline model is calibrated properly and the modifications to modeling parameters that are made are relevant and representative of future operating conditions. ECMs are evaluated as parametric runs, or groups of component changes to the baseline inputs, to assess the energy savings of each measure individually. This ensures that the savings are accounted for only once, and no "double dipping" of savings occurs. For each type of measure, there are key operating parameters that are modified for each of the parametric runs to quantify the ECM savings. The changes identified are scrutinized in several different ways in order to ensure accuracy. As an example, for lighting retrofits the accuracy of the pre and post fixture wattages and burn hours are verified based on existing conditions and proposed scope of work. By approaching energy modeling in this manner, interactivity of building systems are also considered, so heating penalties are accounted for after lighting retrofits, and additional cooling savings are quantified when electrical loads are reduced.

The results are peer reviewed to verify that the measures are being modeled correctly and the savings forecasts are reasonable and accurate based on the proposed scope of work. Proprietary tools developed to interface with various modeling programs display the savings by end-use category graphically for efficient evaluation of ECM forecast.



Benefit to Client: Schneider Electric's approach to energy engineering is what has led our success across our entire portfolio in achieving, and often times exceeding, the performance guarantee of the performance contract, with proof shown on the monthly utility bill.

g) Describe how the vendor can ensure construction deadlines are met.

Throughout our entire 580+ energy efficiency projects, our client centric culture is the cornerstone of our business and customer service. Therefore to maintain that reputation and credibility, we as a team working for Capistrano USD are required to consistently communicate in a fully transparent medium to ensure that the your expectations are exceeded. We do this by the following:



- Meeting with the customer repetitively with an outlook that no two client environments or school districts are alike. This forces us to listen, observe and achieve the deadlines that are put before us and all of the behind the scenes auditing, development and engineering that is necessary to stay on schedule
- Building a solid team of experienced and proven contractors, partners and manufacturers that occupy the same philosophy and mindset that the customer is always right and delivering upon our promise is the only way to serve.
- Utilizing specific technologies...for example our PMIS project management software along with MS Project. Both platforms are shared amongst our team members and subcontractors across many devices, so that we remain on task and on the same page, in real time.
- Being available and accessible so when problems arise, we can assemble the team easily and utilize our resources in a timely manner. Also, that allows the project to speed up by working extra hours, weekends, nights, overtime in order to deliver what is expected.
- Lastly, we set expectations of accountability with everyone early. We have an extremely rigid qualification process for both our internal employees as well as our partners and subcontractors, which the success of that formula is demonstrated in our client's testimonials, letters of recommendation and repeat phases of work.



4. Documenting Savings

a) Describe the vendor's approach to projecting and proving the energy and operational savings.

The equitable and accurate way to calculate initial energy savings potential consists of the following steps and considerations:

1. Schneider Electric's energy engineers will develop a spreadsheet that duplicates your utility's rate structure and billing calculations on a meter-by-meter basis. This is the approach Schneider Electric uses during the Investment Grade Audit (IGA) phase of every project we implement.
2. Duplicating your utility's actual billing calculations is critical because, depending upon the rate structure, a kilowatt-hour of electricity saved may be worth different amounts of money depending upon when and where it is saved.
3. Then, once Schneider Electric's energy engineers have determined through energy modeling what the energy consumption will be for each meter after we implement each proposed energy measure, the resulting energy consumption can be entered into your appropriate utility rate sheet to calculate what the utility bill will be after the energy measures would be implemented.
4. The difference between the before or "baseline" bill and the "after" bill is the dollar value of the calculated energy savings for that meter.

In the Prop 39 Guidelines, 21 energy measures have "energy savings calculators" available. Schneider Electric will evaluate the CEC calculators and will discuss with Capistrano USD which ones may be appropriate to use. Many times Schneider Electric does custom energy calculations for specific HVAC or EMS ECMs to produce SIRs greater than the calculators provided by the CEC.

Approach to proving energy savings

When project construction is completed, measuring the savings that occur is done by tracking the difference between the baseline energy usage and the energy usage that occurs after the project is implemented. The process of tracking this difference is commonly referred to as measurement and verification (M&V). Schneider Electric will adhere to the reporting requirements stated in the Proposition 39 Guidelines.

Different methods of initial savings potential calculation and savings verification are used by different ESCOs. In general: Savings = Baseline Energy Use - Post-Installation Energy Use

Schneider Electric adheres to the IMPVP protocol on measurement and verification of projects. There are 4 options available through IPMVP (A,B,C and D), all of which are used to measure and verify savings. Capistrano USD and Schneider Electric will discuss the options based on the types of projects being implemented (see chart below). The chosen IPMVP strategy will be documented in the Energy Services Agreement.

IPMVP Option	Common ECMs
Option A: Partial Retrofit Isolation	Lighting retrofits, water conservation measures
Option B: Retrofit Isolation	Renewable energy generation, chiller replacement, process improvement related ECMs such as laundry facilities where sub-metering was included
Option C : Whole Meter Measurement	Multiple interacting ECMs, ex. project that includes HVAC replacements, lighting retrofits, and building automation controls
Option D: Calibrated Simulation	New construction performance contracting, ECMs implemented when historical data is unavailable



Capistrano USD staff will receive copies of all measurement and verification reports provided to the CEC as part of the Proposition 39 reporting.

e) *Describe the methodology, formulas and reporting of the savings and the associated IPMVP option used to quantify savings.*

Methodology, Reporting and IPMVP

Schneider Electric adheres to the IPMVP protocol, mentioned above, on measurement and verification of all performance contracting projects. There are 4 options available through IPMVP (A,B,C and D- referenced above), all of which are used to measure and verify savings. The chosen IPMVP strategy will be documented in the Energy Services Agreement.

Schneider Electric includes baselines in our energy services agreements, as well as any calculations needed to adjust the baseline. All calculations are based on ASHRAE formulas and National Weather Service data. We also include a measurement and verification plan, which is developed during the Investment Grade Audit (IGA). This M&V plan follows the IPMVP standard for measuring and documenting post-retrofit energy savings. Schneider Electric assumes the risk associated with performance contracting and achieving guaranteed savings, assuming the system is operated as designed and no modifications are made without approval and agreement of both parties.

Energy and Dollar Savings

Schneider Electric accounts for two types of savings in our reporting:

1. **energy savings**
2. **dollar savings**

The **energy savings** realized by the District during a given month are calculated by subtracting the current month's amount of energy consumption from the corresponding baseline month's energy consumption.

The **dollar savings** are calculated by first applying the current utility rate to the current month's energy. The same rate is then applied to the base month's energy.

Finally, savings figures are obtained by subtracting current dollars from base dollars. It is important to note that calculations are based on real rates that you pay to your electric and gas company. Savings calculations are performed separately for natural gas and electricity, and are added together to give the total energy cost savings during that month.

Adjustments for Rate Increase/Decrease

Energy savings will be measured by comparing the guarantee period's total energy consumption and demand to the total energy consumption and demand for the same area in the base year period. Base year energy and demand will be adjusted for differences in weather, facility operation and facility modifications to estimate how much energy would have been used in the guarantee period if the energy conservation measures had not been implemented.

Neither Schneider Electric nor Capistrano USD has control over the utility rates being charged over the term of the performance contract. Schneider Electric will use the current or baseline utility rate to calculate annual savings, as defined in the Energy Services Agreement. If utility rates increase, Schneider Electric will apply the current utility rate. In this scenario, the cost of energy will be more and total expenditures will increase compared to if rates not been increased. However, the savings will also proportionally increase due to the higher cost of energy.



Calculations/Formulas

There are 3 types of calculations that may be used for savings reporting at Capistrano USD, per Prop 39 Guidelines:

- CEC savings calculators
- simple calculations (performed by Schneider Electric)
- complex calculations (performed by Schneider Electric)

Example 1—CEC Savings Calculators

In Appendix B of the Prop 39 Guidelines it includes 21 measures that have energy savings calculators available on the CEC's website. Schneider Electric will evaluate the CEC calculators and will discuss with Capistrano USD which ones may be appropriate to use.

Example 2—Simplified Savings Calculations (Lighting)

Simplified lighting savings calculations are explained below. These calculations are assumed independent of all other ECMs. Lighting technology upgrades affect utility costs by reducing electrical consumption and demand. Utility costs related to heating and cooling are also affected because the upgraded lighting system reduces heat gain from lamps and ballasts. Schneider Electric's energy savings calculations account for all these variables.

First, we provide the annual electrical consumption and demand savings in kilowatt hours and kilowatts, respectively:

Consumption Savings =

$$\frac{(\text{Fixture Quantity}) \times ((\text{Watts/Existing Fixture}) - (\text{Watts/Upgraded Fixture})) \times (\text{Annual Hours})}{(1000 \text{ Watts/kW})}$$

Demand Savings =

$$\frac{12 \text{ Months } (\text{Fixture Quantity}) \times ((\text{Watts/Existing Fixture}) - (\text{Watts/Upgraded Fixture})) \times \text{Diversity Factor} \times (1000 \text{ Watts/kW})}{1000 \text{ Watts/kW}}$$

Definitions:

Fixture Quantity: Quantity of fixtures of a particular type to be upgraded.

Watts per Existing Fixture: Observed wattage of each fixture before the upgrade (including lamps and ballasts and accounting for burned out fixtures).

Watts per Upgraded Fixture: Wattage of each fixture after the upgrade.

Annual Hours: Annual fixture burn hours. This represents the actual hours the fixture is expected to be in use during the year. The hours vary with the type of space served and the habits of the occupants. Automated occupancy loggers are used to assist in the development of annual operation hours for each type of space.

Diversity Factor: Percentage of time the fixtures are on when the peak demand is set

Occupancy sensor savings are calculated using the same equations, where:

Watts per Upgraded Fixture: One watt

Annual Hours: Number of hours lights presently burn while the area is unoccupied. Automated occupancy logger data are used in determining these numbers.

Diversity Factor: Probability of the area (under present conditions) being unoccupied and lit when the peak demand is set.

Then, we determine the energy savings that can be expected from reduced cooling loads. These are termed "A/C Savings" and are calculated as follows:

$$\text{A/C Savings} = \text{Electrical Savings} \times \text{Number of Cooling Months}$$



$$(12 \text{ Months/Year}) \times \text{COP}$$

$$\text{A/C Demand Savings} = \frac{\text{Demand Savings} \times \text{Number of Cooling Months}}{(12 \text{ Months/Year}) \times \text{COP}}$$

Where: COP - Coefficient of Performance of the cooling system

Next, we determine extra heating that must be done to compensate for the reduction in heat gains in the building because of the upgrades in lamps and ballasts.

This is referred to as "Heating Penalty" and is expressed in units of MCF:

$$\text{Heating Penalty} = \frac{(\text{Electrical Savings}) \times (\text{Number of Heating Months}) \times (3413 \text{ Btu/kWh})}{(12 \text{ Months/Year}) \times (1,030,000 \text{ Btu/MCF}) \times (\text{Heating Efficiency})}$$

Where: Heating Efficiency - Efficiency of the heating system

Once Electrical Savings, A/C Savings, and Heating Penalty are calculated for each lighting upgrade, utility rates can be applied to these energy consumption values to determine the net effect of the lighting upgrades on utility costs:

$$\begin{aligned} \text{Total Savings} = & ((\text{Electrical Consumption Savings} + \text{A/C Consumption Savings}) \times (\$/\text{kWh})) \\ & + ((\text{Demand Savings} + \text{A/C Demand Savings}) \times (\$/\text{kW})) \\ & - ((\text{Heating Penalty}) \times (\$/\text{MCF})) \end{aligned}$$

Example 3-- Complex Savings Calculations (Whole building energy modeling)

Once the facility walk-throughs are completed during the IGA phase, our energy engineers can utilize other tools like computer energy modeling software, utility accounting software, and benchmarking tools to identify where, when, and how Capistrano USD's facilities use energy. The type of tools used depends upon the complexity of the system or building being analyzed. Programs like Carrier's HAP and eQuest are used for modeling energy consumption in buildings. Using these tools, we build a computerized model of the structure by providing numerous site variables such as:

- wall thickness, insulation
- ceiling height
- window type
- HVAC equipment
- air-distribution system type

Once the model is built, it is tuned to duplicate the actual energy usage of your building. By tuning this model to predict the actual levels of historical energy consumption, our engineers can introduce our proposed ECMs and predict the energy consequences of each measure; thus identifying the potential energy savings.

In summary, each of three savings calculation methodologies will be evaluated in the Investment Grade Audit phase and will be openly discussed with Capistrano USD to determine which methods best suit the energy measures chosen.



5. Pricing and Cost Estimates

Vendor shall estimate all project costs associated with implementing the EEMs on a typical scope of work. Total estimated cost should include all labor, materials and equipment necessary to complete a typical installation.

For services billed on a non hourly rate basis (e.g., ASHRAE level 2 audits, benchmarking, building information modeling), please provide the vendor's pricing for those services (e.g. \$/sq. ft./building).

Schneider Electric operates as an Energy Services Company. Capistrano USD will not be invoiced during the design and planning phase which starts upon the awarding of the RFP and carries through the approval of the expenditure plan by the CEC. Assuming the District moves forward into the construction phase with Schneider, those costs will be rolled into the overall project cost for construction. As an ESCO, we don't invoice hourly, but rather have a lump sum design/planning agreement amount which is to be paid only if the District determines they don't wish to proceed with construction. **At Schneider Electric we price our Investment Grade Audits (ASHRAE Level 2 Audit) on a firm, fixed lump sum fee based on the square footage of the District's facilities.** Schneider explains this further within the Pricing form.

*We are charging Capistrano USD \$.06 cents per square foot for the Investment Grade Audits. This includes the design, development, engineering, benchmarking, building information modeling, expenditure plan submission and approval. Based on your most recent Community Facility Report, dated October 15, 2015, the district has approximately 4M square feet of infrastructure. At \$.06 cents x 4M = \$240,000. The Prop 39 Planning funds of \$629,370 can pay that amount and still have a remaining \$389,370 to continue funding your Energy Manager's position along with additional scope, if you prefer.

For the District's information, below are burdened rates of team members that would be assigned to this project:

Account Manager (is not a billable position)
Engineer \$90-\$120/hour
Project Development Manager \$150/hour
Construction Manager \$150/hour
Measurement and Verification Specialist \$120/hour
Overhead % 14%
Profit % 7%

Also, our construction agreement is also based on a firm, fixed fee that will not exceed your Prop 39 entitlement unless Capistrano USD elects to pursue additional funding sources. One major tenant of our business that separates us from the entire industry is that **we do not charge for change orders**. Once we price a scope item or a full turnkey project, regardless of what we run into during construction or the additional costs that were unseen during development, those newly required dollars will never be passed along to Capistrano USD.



6. Additional Benefits and Value Added Elements

Please describe any additional benefits that may result from EEM implementation and the vendor's added value elements in providing products/services for energy projects; including but not limited to job creation, potential greenhouse emissions reductions, learning environment or indoor air quality.

Capistrano USD has been a leader in this area and realizes installing energy measures in schools has its obvious benefits—reduced energy costs, reduced operating budget, and improved facilities. There are also additional non-energy related benefits that often result from these projects, including:

Opportunities for student engagement and training

- Lowered absenteeism
- Improved indoor air quality
- Improved API scores
- Reduced time spend on maintenance
- Greenhouse gas emissions reduction- *Schneider Electric regularly reports this information*
- Jobs creation- will be calculated according to Prop 39 guidelines
- Positive stories for the District to share with local media outlets – *led by Schneider's marketing team*
- Education and outreach opportunities in the community

Schneider Electric Value Added Elements

- Schneider will work with Capistrano USD in the same spirit we have with other districts; **to get the District what they want and need.** For Capistrano USD this may mean addressing poor lighting conditions at older schools or dropping ceilings to address aesthetics and heating/cooling load. **By conducting impactful kick-off and scoping meetings as outlined in Section 4, Capistrano USD's needs are at the forefront and Schneider is there to listen.** We know Capistrano USD has preferences for equipment, technologies and subcontractors- all of which weigh heavily in the Proposition 39 project development.
- Since Capistrano USD currently employs a full-time energy manager, **the District has the benefit of having Schneider's 81 experienced energy engineers (CEMs) and 33 PE's as a wealth of resources to tap into as well as an extension of your project team for the duration of Prop 39 and longer.** This can be very helpful for Capistrano USD to vet new ideas and technologies. **We want to be your sounding board and partner.**
- Schneider Electric tracks all of its' clients savings in a tool called **Resource Advisor**, also made available to Capistrano USD. **Our savings reports prove the financial, energy and GHG impact from our projects.** These reports can also be displayed at a kiosk at the Capistrano District office or streamed on the TV screens in the lobby.
- Schneider Electric offers an e-learning website, **My Energy University.** The online course curricula have been recognized by several industry trade associations, including the US Green Buildings Council and IEEE, for continuing education credits. When training budgets are tight, this is a reputable way to provide your maintenance and operations staff **FREE** training.





- One aspect of project construction that is sometimes left out or is implemented poorly is proper commissioning of the systems installed. Schneider feels strongly that commissioning is a critical part of every project we do. At Capistrano USD, Schneider Electric staff performs commissioning on the subcontractor's work to ensure that the system as a whole is performing as intended. This ensures checks and balances of the system performance.

Conserve My Planet™ Behavioral Program

Schneider Electric's Conserve My Planet™ Behavioral Program is composed of a three-prong team approach involving a dedicated Schneider Electric Energy Manager, Teacher Sponsors and Students to change perception and achieve the realities of energy efficient and green buildings. Each of the three groups plays a vital role in the overall program success.



Students

Students are the most important aspect of the program. This program is not only designed to save energy but will also shape student views on how to make the best use of the energy and resources throughout their lives. In order to have lasting impact, we put students in charge of the program. They police the schools looking for energy waste. They run the recycling programs. They even teach the teachers how to be energy efficient. By empowering students, the program can achieve the energy reduction intended but has far reaching impacts by developing leadership skills and a true understanding of energy that will not be forgotten over the next holiday.



Program Sponsor

Each facility will have at least one sponsor that will be responsible for supporting the students and championing the Conserve My Planet™ Program. This special individual will work closely with the Energy Manager to help organize daily activities and regular competitions to keep energy on the forefront of minds throughout the year.



Energy & Sustainability Manager

Your facility will have a dedicated Schneider Electric Energy & Sustainability Manager (ESM), trained in the latest energy conservation methods and technologies that will work closely with administrators, faculty, staff and students to implement a holistic energy plan in all of your facilities. The Sustainability Master Plan will address everything from how your buildings are operated to selecting cleaning products creating a completely customized approach for the needs of your organization. The ESM is also a key proponent for energy education and involving faculty, staff and students in activities that will lead to efficient, green schools and facilities.

The Sustainability Master Plan will include the following:

Building Optimization Plan

This plan will address the operation of the equipment in your building that uses energy from lighting to HVAC equipment. This plan will also outline the schedule and frequency of many of the other activities in the Energy Master Plan.

Occupancy Planning

Occupancy Planning will ensure that buildings are utilized most efficiently from an occupancy perspective. It will provide a plan for scheduling classes, activities, cleaning and maintenance to minimize the need to use electricity.



Set Point and Environmental Standards

The Set Point and Environmental Standards will be established to promote comfort and healthy buildings while minimizing the energy used to maintain those standards. These standards will ensure that the people that are in your facilities each day are provided with conditions that are proven to keep them most productive.

Vending Machine Audit

Most vending machines are essentially large refrigerators where the lights never turn off. A regular vending machine audit will provide a plan for minimizing their energy use while maintaining the contents.

Green Cleaning Program

As more is understood about the effects of chemicals on the environment and air quality around us, it is becoming obvious that using green cleaning products will keep us safe while providing the same level of cleaning efficacy as less-green products. This program will audit current cleaning products used and provide suggestions for green products that fit within the budget.

Green Office Program

Buying green office products is a very tangible way to show your commitment to the environment. Green office products range from recycled paper to the ink cartridges you select. This program will be customized to select products that align with your organization's priorities for environmental issues and budget constraints.

Recycling Program

Recycling programs are an easy, effective way to show your support for environmental protection. Recycling programs can range from simple programs that provide recycling bins near trash receptacles to extensive programs that offer composting and community collection days.

Electronic Equipment Energy Strategy

Equipment like computers, mini-refrigerators and microwaves, to name a few, use significant amounts of power due in part to the large number of individual pieces of each found in the typical building. Often times, simple strategies can be employed to ensure the equipment is running as efficiently as possible or a reduction in the total number can be achieved resulting in tremendous energy savings. A strategy will be developed and employed to address these components.

Annual Energy Use Assessment and Commissioning

An annual energy use assessment will take place for all equipment in your facilities. This assessment will uncover any opportunities for improving building operation and energy savings. A commissioning plan will be created and executed to make the changes necessary to realize the energy savings opportunities uncovered.

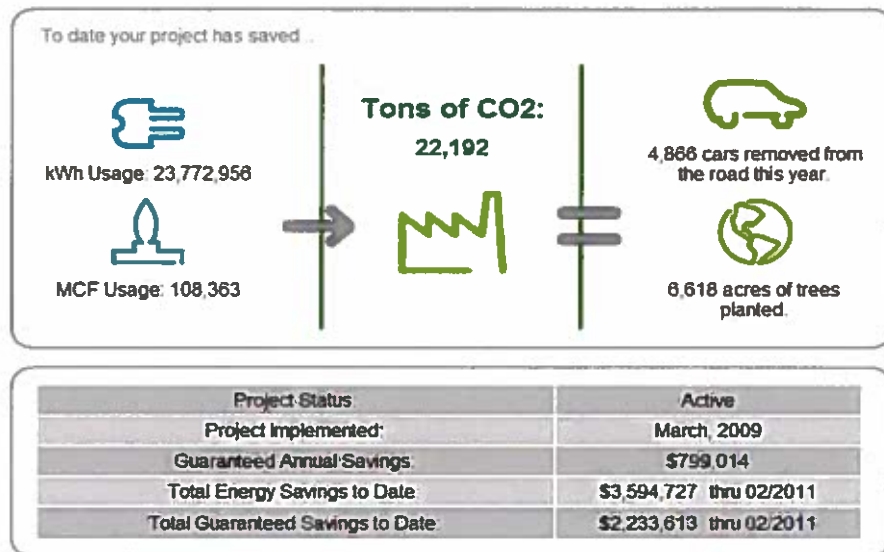
Communication Strategy

Regular communication is key to creating awareness and understanding about any issue. More importantly, effective communication is essential in changing behaviors. Your communication strategy will have scripts, schedules and checklists to ensure that your energy program is properly promoted which will tie all of the other activities together and make the effort pay-off. The strategy will include plans for internal communications including regular progress updates, newsletters, competition standings and results, awards and recognition as well as external communications including press releases and community updates.



Capistrano Unified School District Request for Proposals for Energy Auditing Services

Further, most clients wish to receive reports that demonstrate project performance over time. Schneider Electric is able to report our savings in a web-based platform called e-savings with energy savings and environmental figures shown at a high level (below) down to the meter with unit savings at a very granular level. Our clients can receive written reports, but also have the flexibility of checking their energy savings progress online.



- As a commitment to quality in our performance contracting projects, Schneider Electric has achieved the ISO-9001-2008 certification, which demonstrates adherence to quality management practices throughout our entire process. We are the only ESCO to date to reach this level of certification specially for performance contracting projects.

To summarize this section, our philosophy stems from aligning our solutions to the vision, mission and goals of Capistrano USD. Your District is at the center of our process and that is why we have had such satisfied clients over the years- it is our clients that helped shaped the successful end result of their projects.



Use or disclosure of data contained on this sheet is
subject to the restriction on the table of contents page of this proposal

7. Contracts and Forms

Attached as Appendix A is the CUSD standard Consultant Agreement. Please list any exceptions, revisions, or additions you may require in your final contract.

We respectfully request the following modifications to the CUSD standard Consultant Agreement:

To General Conditions, Paragraph 9 please make the following changes:

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 third party 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 tangible property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided hereunder, to the extent caused by the negligence of Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. If any such claim is made, Contractor, at Contractor's expense, shall defend against and pay any and all costs, expenses (including reasonable fees of attorneys and other retained professionals), and damages of any kind arising out of such claim, whether or not that claim is successful, provided that the indemnified party: (a) gives Contractor prompt written notice of such claim; and (b) cooperates with Contractor, at Contractor's expense, in the defense of such claim. Contractor shall not be responsible for any settlement made by the indemnified without Contractor's prior written consent. ~~Contractor further agrees to waive all rights of subrogation against the District.~~ This paragraph does not apply impose any obligation on Contractor related 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.

To General Conditions, Paragraph 10:

Strike the phrase that reads: "Contractor agrees to provide an endorsement to this policy stating,"

PRICING PROPOSAL

RFP – ENERGY SERVICES FOR PROP 39 – CALIFORNIA CLEAN ENERGY JOBS ACT

Pursuant to and in compliance with your Request for Proposals and all other documents relating thereto, the undersigned respondent, having familiarized himself with the terms and conditions of the RFP documents, hereby proposes and agrees to perform the work to be don and to provide all labor and materials necessary to perform the work.

Name of Respondent: Schneider Electric Buildings Americas, Inc.

ESCO MARKUP FEES:

If selected to implement energy efficiency measures (EEMs) eligible for Proposition 39 funding and/or any additional EEMs, the above respondent will assess the following overhead and profit markup percentages:

Overhead % 14%

Profit % 7%

PLANNING FEES:

If selected, provide vendor's pricing to perform non-hourly rate services including benchmarking, auditing and site survey verifications:

\$/sq. ft. \$.06 (see Tab 5 for further detail)

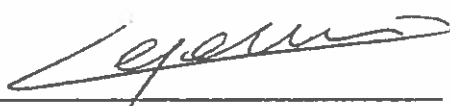
ACKNOWLEDGEMENT OF AMENDMENTS:

The respondent acknowledges receipt of the following amendments to RFP:

<i>Amendment #</i>	<i>Date</i>
<u>1</u>	<u>JAN 8, 2016</u>
<u>2</u>	<u>JAN 8, 2016</u>

I hereby certify that I am authorized to commit the vendor to the proposal submitted.

Schneider Electric Buildings Americas, Inc.
Company Name
1650 West Crosby Road
Address
Carrollton TX 75006
City State Zip


Authorized Signature
Guillaume Le Gouic
Printed Name
Vice President, Finance 1/5/16
Title Date

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC

License Number 708952

to engage in the business or act in the capacity of a contractor in the following classification(s):

B - GENERAL BUILDING CONTRACTOR

C10 - ELECTRICAL

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

C-7 - LOW VOLTAGE SYSTEMS

Witness my hand and seal this day,

April 12, 2013

Issued June 27, 1995



Paul Schifino
Board Chair



Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



Certificate of Accreditation

This is to certify that

Schneider Electric

has participated in the Accreditation Program and Review
and has been recognized by the National Association of
Energy Service Companies to be an Accredited ESCO.

A handwritten signature in dark ink, appearing to read "David Weiss".

David Weiss
Chairman

June 2014

Certification of Accreditation covers a period of 36 months from date of issuance.

Accredited since 1999.

A handwritten signature in dark ink, appearing to read "Terry E. Singer".

Terry E. Singer
Executive Director

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

February 22, 2017

**INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE,
AND MASTER CONTRACT AGREEMENTS**

Due to the size of the contract documents, the standard associated General Conditions of each type of agreement are posted online on the District's Board Agenda page, specifically the Purchasing Supporting Documentation link.

LIMITED USE & MAINTENANCE AGREEMENT

AVCA/CAPISTRANO UNIFIED SCHOOL DISTRICT

This Limited Use and Maintenance Agreement (hereinafter "Agreement") is entered into this 12th day of December, 2016 by and between the Aliso Viejo Community Association, a nonprofit public benefit corporation (hereinafter "AVCA") and Capistrano Unified School District (hereinafter "User Group"). This Agreement shall be evaluated based upon the ability of all parties to effectively perform necessary maintenance and the past history of User Group. The goal of this Agreement is to provide quality parks for residents of AVCA and for the AVCA organizations who request use of the facilities.

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

- 1.1. Agreement Term: The period of time starting on the date on which this Agreement is signed by the Parties, and ending on May 12, 2017.
- 1.2. AVCA Property: All property owned or controlled by AVCA.
- 1.3. Participant: A player on the team organized by User Group. Coaches and other support staff are not considered Participants for the purposes of the age and residency requirements.
- 1.4. Start Date: The first day of use of AVCA Property by User Group under this Agreement.

2. User Group's Obligations

- 2.1. For usage of those areas listed on the attached Exhibit "A" during the times and for the term set forth in such Exhibit, User Group shall pay a fee set forth at Exhibit "B". A fee of \$12.00 per hour will be charged for the use of sports lighting, if applicable.
- 2.2. User Group shall ensure that at least one team on every field used by User Group under this Agreement is comprised of participants at least seventy-five percent (75%) of whom are residents of AVCA and 18 years of age or under. Under no circumstances may two teams not meeting this requirement play on the same field at the same time.

EXHIBIT 5

- 2.3. User Group shall ensure that an individual familiar with all park use rules and the obligations of this Agreement is onsite during the times set forth at Exhibit "A" for the purpose of ensuring compliance with such rules and obligations during such times.
- 2.4. AVCA Property shall be kept clean, free of debris, and in good condition. User Group is responsible for ensuring clean-up of all AVCA Property and the surrounding areas after any use. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the AVCA Property, except in enclosed trash receptacles or dumpsters, and no odor shall be permitted to arise therefrom so as to render the AVCA Property, or any portion thereof, unsanitary, unsightly, or offensive as determined in the sole discretion of AVCA. Failure to keep any AVCA Property clean of trash and debris may result in AVCA having the area cleaned at User Group's expense.
- 2.5. User Group acknowledges that use of AVCA Property for any reason during closure times is strictly prohibited, and agrees on behalf of itself and all of its participants to abide by all closure times. User Group further understands and agrees that if User Group or any of its employees, agents, and/or participants uses the field in any way during closure periods, AVCA will suffer damage. Therefore, User Group shall pay to AVCA as liquidated damages the sum of ONE THOUSAND Dollars (\$1,000), or a greater amount as necessary to pay all damages and costs incurred by AVCA for necessary repairs to AVCA Property, as reasonably determined by AVCA, for each occasion on which User Group or any of its employees, agents, and/or participants violates this provision.
- 2.6. User Group is responsible for ensuring all participants and spectators follow AVCA's rules and regulations at all times, including, but not limited to, the prohibition of alcoholic beverages on the park sites.
- 2.7. User Group is responsible for the set-up and breakdown of all equipment used by User Group's participants or spectators pursuant to this Agreement. AVCA shall not be held responsible for the damage, loss or theft of any property owned or stored by User Group on AVCA Property.
- 2.8. User Group shall reimburse AVCA for any and all costs incurred by AVCA to repair damage to AVCA Property that is due to User Group's neglect or abuse. AVCA may restore AVCA Property to the state it was in immediately prior to the Start Date.
- 2.9. If during the term of this Agreement User Group fails to perform any required maintenance within 24 hours of notice from AVCA that such maintenance is lacking, AVCA may perform such maintenance without further notice at User Group's expense.

- 2.10. No improvements may be made to AVCA Property by User Group without first receiving the express written permission of AVCA. Should User Group place, move, or install any improvements on the AVCA Property without first receiving the express written permission of AVCA, AVCA shall have the sole right to remove or restore such improvements at User Group's expense. Absent a more specific agreement, any improvements that are approved by AVCA must be maintained by User Group to a standard that is acceptable to AVCA, and AVCA may require the removal of any such improvements at any time at User Group's expense. AVCA shall not be responsible for any damages, expenses, reimbursement or charges related to the installation, maintenance or removal of such improvements.
- 2.11. User Group shall promptly notify AVCA of any maintenance that AVCA is responsible to perform, including, but not limited to, turf damage or irrigation issues that are unrelated to User Group's use of AVCA Property. In the event of any emergency repairs, only AVCA authorized contractors may perform any necessary repair. User Group shall reimburse AVCA for any repairs which are not related to the ordinary use of the facilities.
- 2.12.
- (a) This Agreement shall be subject to termination upon ninety (90) days' written notice to either party, unless earlier termination is allowed herein due to breach of any provision of this Agreement.
 - (b) Should any breach of this Agreement occur, or if performance of any of the duties and/or obligations of User Group is not timely and completely performed, AVCA shall provide written notice to User Group of the breach. If said breach is not cured within thirty (30) days of the date notice is sent, this Agreement may be immediately terminated by AVCA. In such an event, User Group shall not be entitled to any refund of use fees. Written notice of termination shall be sent by first class mail to User Group at the address set forth in this agreement, or such address as User Group has provided to receive such notices.
- 2.13. User Group may not swap, trade, gift, sell, authorize or otherwise transfer the right to use any AVCA Property to any other person, entity or organization (even if an affiliated entity or organization). In addition, except with the prior express written consent of AVCA, User Group shall not permit any outside vendors (including without limitation food vendors, sponsors, or contractors) on the AVCA Property.
- 2.14. AVCA may, in its sole discretion, withhold reasonable sums from the refundable deposit to ensure User Group's compliance with this Agreement, including, but not limited to, expenses for repair of AVCA Property, damages for injury to or loss by third persons,

unpaid fees or other obligations due from User Group under this Agreement, or attorney's fees related to pursuit of compliance with this Agreement. In the event that any damage, maintenance, repair or other expense owed by User Group pursuant to this Agreement exceeds the amount of the refundable deposit, then AVCA shall be entitled to retain the entirety of such deposit and shall have the right to pursue User Group for the balance owed.

- 2.15. User Group shall ensure and enforce that NO PARKING takes place behind Field 6, or any other area within the park, other than marked designated parking stalls in asphalt parking areas/lots or the "overflow parking lot" behind Field 1 until such time as AVCA has authorized any other parking and User Group has been notified of such in writing. In addition, User Group shall ensure and enforce that NO PARKING takes place on any grass or turf on the AVCA Property.
- 2.16. User Group shall not store any items in the electrical room at the concession stand without the express prior written permission of AVCA. In no event shall User Group store any items on the floor of the electrical room in the concession stand. User Group is only permitted to store items on the built-in shelving within the electrical room, provided that it first receives the prior written consent of AVCA. Any items not placed on the shelves shall be immediately removed and discarded. Failure to adhere to keeping the floor/walkways clear at all times may result in the future loss of use of the electrical room for any storage purposes. User Group shall keep the concession stand kitchen, storage rooms and electrical rooms clean and clear of all items so that inspections and routine maintenance work can occur unimpeded.
- 2.17. User Group shall not permit the use of any portable, transportable, or non-stationary barbeques on the AVCA Property except with the prior written consent of AVCA.
- 2.18. User Group shall not permit the use of the AVCA facilities described in Exhibit A by any of User Group's participants, employees, volunteer coaches and/or spectators if field conditions are considered hazardous, such as in the event of wet, muddy, or uneven fields. AVCA reserves the right to determine whether field conditions are hazardous, in which case the use of the AVCA facilities shall not be permitted at such time.
- 2.19. As provided in this paragraph, User Group shall complete and report all incidents that occur during the course of User Group's use of the AVCA Property to AVCA within twenty-four (24) hours of said incident using the Incident Report Form attached as Exhibit "C" hereto. An incident report must be completed for (1) any injury that requires advanced first aid, (2) any injury or illness that could have future complications or require subsequent medical attention, including without limitation severe sprains, broken limbs, and concussions, (3) any act of suspected sexual harassment or child abuse, (4) any act that violates the law, and

(5) any act that results in damage to the AVCA Property. An incident report is not required for (1) minor injuries such as scratches and blisters and (2) other personal illnesses that are not likely to have future complications even if the illness causes the person at issue to leave the AVCA Property.

3. AVCA's Obligations

- 3.1. AVCA shall perform reasonable maintenance and repair of AVCA property. No portion of AVCA was designed for performance as a professional level sports field. For the most part AVCA's sport fields were designed as passive parks and AVCA is making its best efforts to utilize such areas, where desired, as sports fields to meet the community's changing needs.
- 3.2. AVCA shall use reasonable efforts to keep all AVCA Property specified herein in a manner that is clean, free of debris and in useable condition for the periods specified in this Agreement. The parties to this agreement understand that AVCA is a nonprofit entity. AVCA does not stand as a guarantor that any field or other property is ready and available for use. In the event that the AVCA Property that is specified in this Agreement is unsuitable or unavailable for use, then AVCA shall either provide a comparable site or refund a prorated share of the fees paid by User Group under this Agreement to reimburse User Group for the lost use. User Group acknowledges that AVCA is not responsible to reimburse any expenses or costs associated with finding an alternate site due to the unavailability of AVCA Property.
- 3.3. AVCA shall cause to be inspected all AVCA Property, including, but not limited to, any applicable facilities and/or fencing for damage and report as necessary. User Group retains, however, the obligation to inspect AVCA Property prior to each use to ensure the safety of User Group's participants.
- 3.4. AVCA shall have a representative available for on-site inspection of the AVCA Property as requested to review existing conditions in the event of any problems. AVCA is dedicated to the success of its user groups, and to this end reserves the right to determine the use schedule that best meets the needs of the community as a whole and to ensure the best maintenance of AVCA Property. User Group should expect that there will be times where a portion of AVCA Property must be closed to let the area rehabilitate or for a needed maintenance to be performed. In such instances, User Group is expected to cooperate with AVCA's efforts. Past use of AVCA Property does not guarantee use by User Group of such area in the future.

4. INSURANCE

- 4.1. User Group shall provide: (a) a \$1,000,000 liability policy with an additional insured endorsement specifically naming “Aliso Viejo Community Association”, its employees, officers and directors, and “Associa–Professional Community Management of CA., Inc.” its employees, officers, and directors as additional insureds; (b) such endorsement shall provide that User Group’s policy shall be primary, and non-contributory with any policies of insurance owned by said additional insureds; & (c) said policy shall provide for 30 days written notice to AVCA of cancellation, termination and/or non-renewal. A full copy of the entire policy, including the endorsement specified herein, is required prior to any use of AVCA Property and whenever such policy is renewed or replaced. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under the Agreement (see “Other Provisions”, page 5).
- 4.2. Insurance documents provided pursuant to Section 4.1 must state User Group’s name exactly as it is stated in this Agreement. Documents for insurance purchased through a parent organization are subject to AVCA’s approval, and may be subject to review by AVCA’s legal counsel, all in AVCA’s sole and absolute discretion.
- 4.3. Insurance Certificates specifically naming both “Aliso Viejo Community Association” and “Associa–Professional Community Management of CA, Inc.” as additional insured with a second page endorsement must be received a minimum of thirty (30) days prior to the Start Date.
- 4.4. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under this Agreement
- 4.5. AVCA shall have the right, but not the obligation, to prohibit User Group from using AVCA Property until the required evidence of insurance of both User Group and its vendors, contractors, and/or subcontractors has been received by AVCA. Failure to provide the required evidence of insurance shall be a material breach of the Agreement, and grounds for immediate termination of the Agreement, at AVCA’s discretion.

5. INDEMNIFICATION

- 5.1. User Group agrees to indemnify, defend, and hold AVCA and the additional insureds referenced herein free and harmless from all loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney’s fees and legal costs, that Association or such additional insureds may incur as a result of any act or omission by User Group related to or in furtherance of the purposes of

this Agreement. User Group further agrees that such indemnity shall include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that Association or such additional insureds may incur as a result of any act or omission by User Group's participants, employees, volunteer coaches and/or spectators associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A".

- 5.2. User Group agrees that the indemnity provided by User Group to AVCA under the Agreement shall also include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that AVCA and the additional insureds referenced in the Agreement may incur as a result of any act or omission by User Group vendors, contractors, subcontractors and/or any other agents associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A" of the Agreement.

6. WAIVER AND RELEASE FORMS

- 6.1. User Group shall require each participant and their family (hereinafter "Participants") to sign a waiver and release acceptable to AVCA, which waives the right to make, bring or maintain any and all claims of any type and kind which said Participants might have, or acquire in the future, against AVCA, its directors and employees, and/or Professional Community Management of CA., Inc, its directors and employees (hereinafter "Released Parties") and that releases said Released Parties from any claim, liability and/or demand of every type and kind which might be brought against any one or more of them as to any injury or damage which arise from or out of the User Group's program and/or the use of AVCA Property.
- 6.2. AVCA's signed, original Waiver & Release Forms for each and every participant must be received a minimum of seven (7) days prior to the Start Date, subject to the submission requirements in Section 10.2.

7. RESIDENCY AND AGE REQUIREMENTS

- 7.1. Age Requirement for Participants: 100% of User Group's participants must be 18 years of age or younger.
- 7.2. Residency Requirement for Participants: At least 75% of User Group's participants must be residents of AVCA.

- 7.3. User Group shall submit written verification that the Participants meet the residency and age requirements specified above no later than two (2) weeks prior to the Start Date, subject to the submission requirements in Section 10.2. Acceptable forms of verification are determined by AVCA in its sole and absolute discretion. Rosters containing, at a minimum, the last name, age, and full residential address of every participant are usually acceptable forms of verification.

8. TOURNAMENTS

User Group shall submit the dates and times for all tournaments being scheduled in their season to AVCA. The AVCA Board of Directors will review the dates and times for the tournaments and, if approved, the parties shall enter into a separate Limited Use & Maintenance Agreement.

9. EMERGENCY

Each party to this Agreement herein provides the following 24/7 phone numbers for use by the other parties in the event of emergencies:

User Group: Capistrano Unified School District (Aliso Niguel High School)

Address: _____

Phone: _____

AVCA: Aliso Viejo Community Association
95 Argonaut, Suite 190
Aliso Viejo, CA 92656
(949) 243-7550

10. DOCUMENT AND FEE SUBMISSION

- 10.1. All fees and this executed Agreement must be received a minimum of five (5) business days in advance of the Start Date.
- 10.2. Applicant must remit all required documents and fees (including but not limited to Rosters, Waiver & Release Forms, User Fees, Insurance, Light Fees, executed Limited Use & Maintenance Agreements, Incident/Accident Forms) to the AVCA offices either via First Class Mail OR in person during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, or other holiday scheduled office hours for AVCA. AVCA assumes no responsibility for items left at the door, outside of the door, or slipped under the door. User is responsible for confirming that AVCA receives all required documents and fees in good

order. If required documents and/or fees are not received by AVCA by the specified deadlines for any reason, AVCA reserves the right to deny use of AVCA facilities, impose late charges, grant extensions, and/or take other measures as AVCA deems appropriate, in its sole discretion.

- 10.3. Any unpaid fees, regardless of the amount, shall accrue a \$35.00 late charge for each thirty (30) day period not paid in full. This late charge obligation continues until all sums owing hereunder, including late charges and interest, are paid in full, and shall survive the termination of this Agreement regardless of the reason.

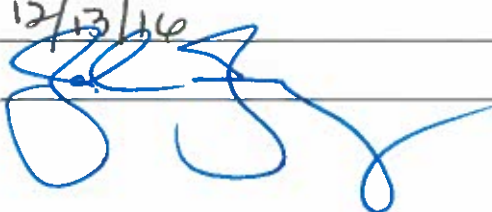
The undersigned hereby represent and warrant that they have the authority of User Group to enter into this agreement and that User Group is a legal entity duly formed to do business in the state of California. In the event that the undersigned does not have the authority of User Group or if User Group is determined to not be validly formed, then the undersigned stands personally liable for all of the obligations set forth in this Agreement. The undersigned further represents that they have read this Agreement, as well as any rules and regulations regarding the use of AVCA Property described at Exhibit "A" herein, and as the representative for User Group promises to abide by same.

[Signatures on following page]

///


USER GROUP NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

(Must exactly match name listed on all insurance documents provided pursuant to Section 4.1)

Print name: John Forney
Title: Chief Facilities Officer
Date: 12/13/16
Signature: 

Print name: _____
Title: _____
Date: _____
Signature: _____

ALISO VIEJO COMMUNITY ASSOCIATION ("AVCA")

Print name: Jason Stern
Title: Vice President
Date: 11/14/16
Signature: 

Print name: Bill Conley
Title: Secretary
Date: 11/14/16
Signature: Bill Conley

EXHIBIT "A"

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

Facility Name: Woodfield Park

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
January 16-20, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
January 23-27, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
January 30-31, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
February 1-3, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
February 6-10, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
February 13-17, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
February 20-24, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
February 27-28, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
March 1-3, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
March 6-10, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
March 13-17, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
March 20-24, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
March 27-31, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
April 3-7, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
April 10-14, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
April 17-21, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
April 24-28, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5

EXHIBIT "A"

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

Facility Name: Woodfield Park

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
May 1-5, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5
May 8-12, 2017	1:00 p.m.-5:00 p.m.	Baseball Field 5

EXHIBIT "B"

FEE STRUCTURE

NOTE: A fee of \$12.00 per hour will be charged for the use of sports lighting.

<u>Park</u>	<u>Number of Fields</u>	<u>Fee (per field/ month)</u>	<u>Total</u>
Woodfield	1	\$100.00/field/month	\$400.00

Amount Due to AVCA: \$400.00

EXHIBIT "C"

INCIDENT REPORT FORM

Person making report: _____ Date: ____/____/____	
Address: _____ Phone: () _____	
Identity of injured or affected person:	
Name: _____ Age: _____	
Address: _____ <input type="checkbox"/> Female <input type="checkbox"/> Male	

Phone: () _____	
Family of injured contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom? _____	
Family	
Contact: _____ Relationship: _____	
Address: _____ Phone: () _____	

Public agencies contacted regarding this incident:	
Date: ____/____/____ am pm Agency: _____	
Location: _____ Contact: _____	
By: _____ Phone: _____	

Names of all other witnesses or persons involved in the incident/accident:

NAME: _____ **ADDRESS:** _____ **PHONE:** _____

_____ () _____

_____ () _____

_____ () _____

_____ () _____

_____ () _____

ACCIDENT/INCIDENT DETAILS:

Date of Accident/Incident: ____/____/____ Time: _____ am pm

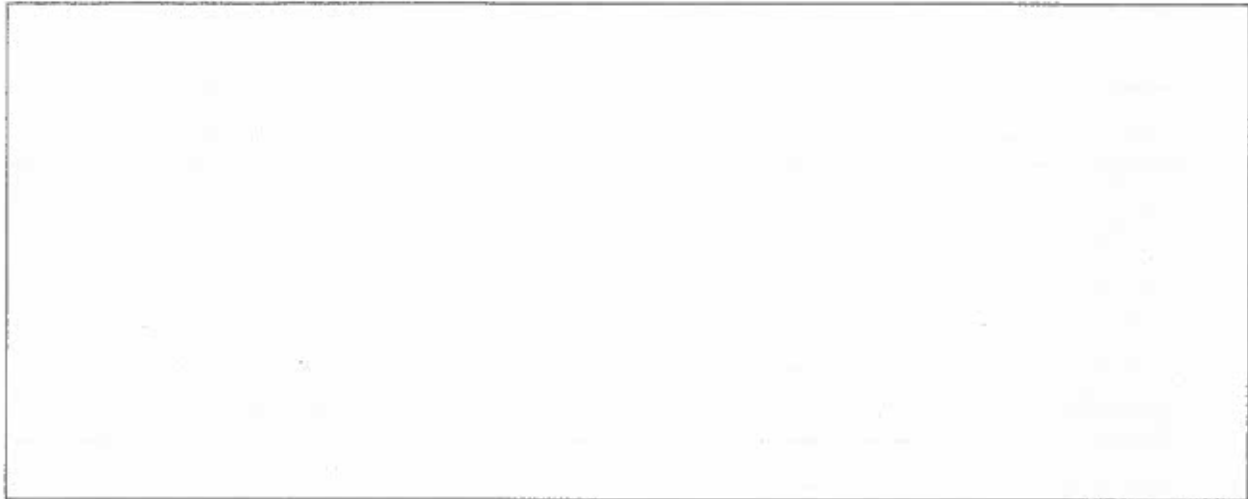
Location: _____ Weather Conditions: _____

Brief factual description of accident/injury:

First aid provided (including any medication):

By Whom: _____

Provide full description of the accident/incident including preceding events and conditions, and all measures taken after the accident/incident. Do not state any opinions regarding the cause (use additional sheets, if necessary).



I have supplied the confidential information requested above for the Aliso Viejo Community Association (AVCA), its insurance company, and its attorneys.

Signed: _____ Date: _____

Email reports to: Marilyn.Smith@associa.us
Mail original report to: Aliso Viejo Community Association
Attn: General Manager
95 Argonaut, Suite 190
Aliso Viejo, CA 92656

This report is intended to be confidential for transmission to and use by AVCA attorneys for litigation arising out of claims.

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
12/15/2016

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 101

JOINT POWERS AUTHORITY (JPA)

Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Fritz J. Heirich, Chief Executive Officer

PHONE: (562) 404-8029

JPA MEMBER

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

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
<input checked="" type="checkbox"/> OCCURRENCE	✓	MOC #101	7/1/2016	7/1/2017	AGGREGATE	\$ N/A
<input checked="" type="checkbox"/> Personal Injury						\$
<input checked="" type="checkbox"/> Errors & Omission						\$
<input checked="" type="checkbox"/> Employment Practices						\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$
<input type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE					ACTUAL CASH VALUE	\$
<input type="checkbox"/> COMPREHENSIVE / COLLISION						\$
<input type="checkbox"/> ANY AUTO						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$
PROPERTY					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> BUILDING / CONTENTS						\$
<input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				EACH ACCIDENT	\$
<input type="checkbox"/> WC STATUTORY LIMITS					PER EMPLOYEE	\$
					POLICY LIMIT	\$
OTHER					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$

ADDITIONAL REMARKS:

As respects to ANHS - baseball games and practices 1/16/17 - 5/12/17

CERTIFICATE HOLDER

Aliso Viejo Community Association and
Powerstone Property Management
Attn: Evelyn Kern
95 Argonaut, Suite 190
Aliso Viejo CA 92656

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5-97

EXHIBIT 5

Additional Covered Party Endorsement

District: Capistrano Unified School District

Endorsement No.

33272296

Additional Covered Party:

Description of Operations, Vehicle, or Property:

Aliso Viejo Community Association and
Powerstone Property Management

its employees, officers, and directors

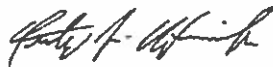
As respects to ANHS - baseball games and practices
1/16/17 - 5/12/17

Coverage Period:

Effective: 7/1/2016

Expires 12:01 a.m.: 7/1/2017

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.



Authorized Representative:

Date Issued: 12/15/2016

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97

EXHIBIT 5

**AMENDMENT NO. 1 OF BID NO. 1516-08
DISTRICTWIDE ROOF ASSESSMENTS AND PREVENTATIVE ROOF
MAINTENANCE**

WITH

WEATHERPROOFING TECHNOLOGIES, INC.

Bid No. 1516-08 – Districtwide Roof Assessments and Preventative Roof Maintenance was awarded to Weatherproofing Technologies, Inc., calling for an original contract period of September 10, 2015 through September 9, 2016, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 5 years, including the initial contract period.

The contract with Weatherproofing Technologies, Inc., pursuant to Bid No. 1516-08, was extended an additional 12 months, for the period September 10, 2016 through September 9, 2017, at the same prices indicated for the previous period of July 1, 2015 through June 30, 2016, Board approved on August 17, 2016.

Annual expenditures utilizing this contract were estimated to be \$225,000. The total cost of additional services requested by the District under this amendment and provided by the vendor is estimated to be \$251,513.00. Actual expenditures will vary on District needs and availability of funding.

Except as set forth in this Amendment Agreement, originally Board approved on September 9, 2015 and extended on August 17, 2016, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Weatherproofing Technologies, Inc.

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: February 22, 2017 Date: _____

**EXTENSION NO. 1 AGREEMENT FOR BID NO. 1516-08
DISTRICTWIDE ROOF ASSESSMENTS AND PREVENTATIVE ROOF
MAINTENANCE**

WITH

WEATHERPROOFING TECHNOLOGIES, INC.

Bid No. 1516-08 – Districtwide Roof Assessments and Preventative Roof Maintenance was awarded to Weatherproofing Technologies, Inc., calling for an original contract period of September 10, 2015 through September 9, 2016, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 5 years, including the initial contract period.

The contract with Weatherproofing Technologies, Inc., pursuant to Bid No. 1516-08, shall be extended an additional 12 months, for the period September 10, 2016 through September 9, 2017, at the same prices indicated for the previous period of July 1, 2015 through June 30, 2016.

Annual expenditures utilizing this contract are estimated to be \$225,000. Actual expenditures will vary depending on District needs and availability of funding.

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


DISTRICT

CONTRACTOR

Capistrano Unified School District

Weatherproofing Technologies, Inc.

By: 
Signature

By: 
Signature

Janet Polite
Print Name

Mardee Billingsley
Print Name

Supervisor, Purchasing
Title

Vice President - WTI
Title

Board Approval Date: August 17, 2016

Date: 8/24/16

XII. AGREEMENT

THIS AGREEMENT, dated the 9th day of September, 2015 in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and Weatherproofing Technologies, Inc., (hereinafter referred to as "Contractor").

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

1. Contractor agrees to complete the Project known as **Bid No. 1516-08, Districtwide Roof Assessment and Preventative Roof Maintenance** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Use Policy, applicable Labor Compliance Laws, Disabled Veteran Business Enterprises Certification, if applicable, Certification of Public Contracts Code 3006, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. Contractor shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Project Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing Contractor from fully complying with the Project Documents.
3. District shall pay to Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of two hundred fifty thousand, thirty three Dollars (\$ 250,033.00).

4. The work shall be commenced on or before the seventh (7th) day after receiving District's Notice to Proceed, unless a different time is specified therein.

5. Time is of the Essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of one thousand dollars, (\$1,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all work on the Project by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. Contractor agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract,

Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Board of Trustees, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Board of Trustees, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Contractor, at Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its Board of Trustees members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with Contractor or individual entities comprising Contractor, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party

which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if Contractor provides District with reasonable assurance of protection of District's interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. Contractor shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. Contractor agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$1,000,000.00**

Property Damage Insurance
in an amount not less than **\$1,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by District to ensure performance under this Agreement. At the request and expense of Contractor, securities equivalent to the monies withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. District retains the sole discretion to

approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request District to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from District pursuant to the terms of Section 22300.

11. Contractor agrees that the work required to be performed by Contractor and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. District has opted to have the California Department of Industrial Relations ("DIR") administer the Labor Compliance aspects of this Project. Contractor and each subcontractor on the Project agree to comply with all Labor Compliance Laws and to provide all required information and documentation to the DIR and any unit designated by the DIR to monitor and enforce such laws. All such laws and obligations are incorporated herein as if fully set forth.

12. If the Contractor or any Subcontractor performs Work on this Project at any time without being registered with the Department of Industrial Relations, the District has the right to cancel the Contract for cause. Contractor and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Contractor shall not enter into any subcontract without proof of the potential Subcontractor's registration. Neither Contractor, nor any Subcontractor, shall be qualified to submit a Bid/Proposal, or be listed in a Bid/Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5.

13. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of Ohio, and that Lillianne Dunstall, whose title is VP of NA Bus. Dev., is authorized to act for and bind the corporation.

14. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

CAPISTRANO UNIFIED SCHOOL DISTRICT
DISTRICTWIDE ROOF ASSESSMENT AND PREVENTATIVE ROOF MAINTENANCE
BID NO. 1516-08

Contract No. BFA 1516126
COMPANY NAME Weatherproofing Technologies, Inc.

15. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Board of Trustees of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District

By: [Signature]
Signature

LYNH N. BUST
Print Name

EXEC. DIRECTOR
Title CONTRACTS + PURCHASING

CONTRACTOR Weatherproofing Technologies, Inc.

By: Lillianne E. Dunstall
Signature

Lillianne Dunstall
Print Name

VP of NFA Business Operations
Title

274072
Contractor's License No.

34-0930570
Tax ID/Social Security No.

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT

This GAMUT Online Service Agreement ("Agreement") is entered into between Capistrano USD ("District") and the California School Boards Association, West Sacramento, California ("CSBA").

I. PURPOSE

The purpose of this Agreement is to provide GAMUT Online service.

II. CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA. Districts wishing to access their manual online must also subscribe to the CSBA Manual Maintenance Plus service which is a separate and independent fee.

III. SERVICES AND RESPONSIBILITIES

A. CSBA shall:

1. Provide District with a Web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual containing sample policies, regulations and exhibits with links to related resources. Content is updated on an ongoing basis.
2. Provide access to the District's policy manual when the District is also a member of the CSBA Manual Maintenance Plus service. District policies will include links to related resources.
3. Update District manual based on District's submission to CSBA. Provide email notification of policy updates to persons designated by District to receive notifications.
4. Provide District with needed user accounts as requested by designated district contact person.

B. District shall:

1. Comply with the GAMUT End User License Agreement.
2. Provide CSBA with a contact person through whom user accounts for the district will be established.

CSBA GAMUT ONLINE SERVICE AGREEMENT
PAGE TWO

IV. FEES, FEE PAYMENT SCHEDULE

In consideration for the services provided by CSBA under III.A.1-4 of this Agreement, District shall pay to CSBA the annual fee of \$5,410.00. Thereafter, District shall pay the annual fee for each subsequent fiscal year as set forth in the renewal notice provided by CSBA to District. The annual fee shall be due and payable on July 1 of each subsequent fiscal year. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services under this Agreement.

V. TERM

This Agreement shall remain in effect and be deemed automatically renewed effective July 1 of each fiscal year unless terminated by either District or CSBA in a written notice delivered to the other party at least thirty (30) days prior to July 1 of such fiscal year. In the event District fails to maintain its membership in CSBA or to pay the annual fees described in IV above, CSBA shall have no obligation to perform services under this Agreement.

VI. OFFICIAL REPRESENTATIVES

All notices by CSBA or District shall be mailed, delivered or transmitted to the following addresses and fax numbers, unless otherwise agreed in writing:

CSBA

Policy Services
California School Boards Association
3251 Beacon Blvd.
West Sacramento, California 95691
(916) 371-4691
(916) 371-3407 or (916) 371-6807 Fax

SCHOOL DISTRICT

Capistrano USD
33122 Valle Rd
San Juan Capistrano, CA 92675-4859

CSBA GAMUT ONLINE SERVICE AGREEMENT
PAGE THREE

VII. MISCELLANEOUS

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements written or oral. No modifications of this Agreement shall be valid or enforceable unless such modification is in writing and signed by the party to be bound.

California School Boards Association

Capistrano USD

Robert J. Tuerck

Name of Official

Director, Policy Development
& Maintenance Services

Title of Official

Date

Date

Please sign both copies of this agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Member Services, 3251 Beacon Blvd, P.O. Box 1660, West Sacramento, California 95691.

GAMUT™ Online License Agreement

NOTICE TO USER - California School Boards Association (CSBA) is the sole and exclusive owner of the GAMUT Online policy information system (PIS) and hereby grants a nontransferable, nonassignable and exclusive license to use the GAMUT Online PIS under the terms and conditions of this Agreement. By using the GAMUT Online PIS, licensee agrees to all the terms and conditions of this agreement. Any subscriber who does not agree with the terms and conditions of this agreement must notify CSBA that they do not agree and CSBA will terminate the subscriber's user accounts.

PROPRIETARY RIGHTS & OBLIGATIONS - The GAMUT™ software and accessible data are valuable property of CSBA. Licensee will not make or have made, or permit to be made, any copies of the software, documentation, or any portion thereof. The software provides access to data which licensee may customize for its sole and exclusive benefit. Licensee agrees not to modify, adapt, translate, decompile, disassemble or create derivative works based on the software. Licensee agrees not to create derivative works based on the accessible data, except for its sole and exclusive benefit. Licensee agrees not to distribute the data or passwords.

TRADE SECRET - Licensee acknowledges that the software is confidential in nature and constitutes a trade secret of CSBA. Licensee agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, or transfer of the software to any other party, either during the term of this agreement or thereafter. Licensee agrees to use its best efforts to prevent inadvertent disclosure of the software to any third party during the term of this agreement or thereafter.

LIMITED WARRANTY - The GAMUT Online PIS is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. CSBA does not warrant that functions contained in the program will meet the user's requirements or that the operation of the program will be uninterrupted or error free. CSBA does not warrant the accessible data to be error free.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - In no event shall CSBA be liable for any damages whatsoever (including, without limitation, damages for loss of profits and/or savings, business interruption, loss of business information or other pecuniary losses) arising from use or inability to use the GAMUT Online PIS.

GAMUT™ Online License Agreement

LICENSEE'S RESPONSIBILITIES - Licensee is responsible for insuring the proper configuration of any hardware used in operating GAMUT Online and for establishing and implementing procedures that will satisfy licensee's obligations under this agreement. Licensee agrees to inform all of the licensee's users of their obligations and responsibilities under this agreement including, but not limited to, the nondistribution requirement.

TERM - This agreement may be terminated by either party by giving 30 days' written notice. If the licensee fails to renew its GAMUT Online subscription within 60 days after notice, this agreement will be terminated. CSBA has the right to terminate this agreement immediately if licensee fails to comply with the terms of this agreement.

MISCELLANEOUS - This agreement is governed by the laws of the State of California. This agreement comprises the entire agreement between CSBA and licensee. The agreement is severable.

Memorandum of Understanding Between
Anaheim Union High School District
And
Capistrano Unified School District
2016 - 2017

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Capistrano Unified School District (hereafter referred to as the "Sending District," and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 10, 2016, and ending June 30, 2017.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider

District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2016-2017 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider

District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar

months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District
Address: 501 N. Crescent Way
City: Anaheim, CA 92801
Attn: Janet Queneau
Title: Director, Special Youth Services
Telephone: 714-999-3528
Fax: 714-999-0622

Sending District

School District: Capistrano Unified School District
Address: 33122 Valle Road
City: San Juan Capistrano, CA 92675
Attn: Jim Wood
Title: Executive Director, Secondary/Adult Transition
Telephone: 949-234-9278
Fax: 949-240-9047

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Date

Date Approved by Provider
District Board: _____

Capistrano Unified School District
Sender District

By: _____
Authorized Agent Signature

Clark D. Hampton, Deputy Superintendent
Name/Title

February 23, 2017
Date

Date Approved by Sender
District Board: February 22, 2017

cc: SELPA

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-50

Asset Management Plan

WHEREAS, the Capistrano Unified School District owns or has the option to purchase the following properties:

- Pacifica San Juan property. 7.292 acre property located at the north east corner of Camino Las Ramblas and Avenida California
- South Transportation and Groundskeeping Facility. 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624 and
- Paseo de Colinas property. 2.47 acre property located on Paseo de Colinas adjacent to Niguel Hills Middle School;

WHEREAS, on January 18, 2017, the Board of Trustees held a Board workshop to explore various options for each property with the intent of generating funding for various District capital facilities' needs.

THEREFORE, BE IT HEREBY RESOLVED that the Capistrano Unified School District Board of Trustees has directed staff to take the following action as it pertains to each property listed.

San Juan Capistrano - Pacifica San Juan Property

The District will pursue re-entitlement of the site to allow for both school and/or residential use, in order to preserve flexibility on how this site is used in the future. The District will also explore the feasibility of assigning its rights under the agreement to a third-party developer, who would then purchase the site and develop into residential homes. Any selection of a third-party developer would involve a public RFP and/or pre-qualification process. District staff will involve City staff in the course of moving forward with plans for this site.

Dana Point - South Transportation and Groundskeeping Facility

The District will preserve space on the south bus yard site for use by the Grounds and Transportation Departments for surplus storage and vehicle parking. Remaining space on the site will be made available for leasing of RV/boat storage. The District will make improvements to the site for the purpose of leasing space for storage. The District will also explore options for the long-term repurposing of the site. District staff will involve City staff in the course of moving forward with plans for this site.

Laguna Niguel - Paseo de Colinas Property

The District will reorganize the Laguna Niguel site adjacent to Niguel Hills Middle School to allow for the more efficient layout of storage. The District will negotiate the amendment of terms on the existing use agreement for storage space with the local car dealership. The District will also explore the option of potentially selling the site. District staff will involve City staff in the course of moving forward with plans for this site.

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 22nd day of February, 2017, by a roll call vote.

Patricia Holloway
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-56

**RATIFICATION OF AGREEMENT TO PURCHASE THE ESENCIA SCHOOL SITE AND
DELEGATION TO ACCEPT THE DEED**

WHEREAS, on November 6, 2013, the Capistrano Unified School District's Board of Trustees adopted Resolution No. 1314-25, Resolution of the Board of Trustees of the Capistrano Unified School District Approving School Facilities Financing Agreement Relating to Planning Areas No. 1 and No. 2 and County of Orange Entitlements as to Rancho Mission Viejo Project and Related Agreements, Authorizing Execution Thereof and Delegating Authority as to Related Matters, which authorized District staff to arrange for financing, comply with the California Environmental Quality Act (CEQA), and secure entitlements for the Esencia School site.

WHEREAS, the planning efforts authorized in Resolution No. 1314-25 have been completed.

WHEREAS, on February 24, 2016, the Board of Trustees adopted a Negative Declaration for the Esencia K-8 School Project.

WHEREAS, on August 17, 2016, the Board of Trustees adopted Resolution No. 1617-18, Adopt Amendment to Negative Declaration for the Esencia K-8 School Project to finally clear and approve the Esencia K-8 School Project under CEQA.

WHEREAS, Resolution No. 1314-25 approved the form of the Agreement for Purchase and Sale and Escrow Instructions (PA2 School Site) (Purchase Agreement) of the Esencia School site.

WHEREAS, consistent with the School Facilities and Funding Agreement and Option to Purchase School Site that was also approved in Resolution No. 1314-25, the purchase price for the Esencia School Site was determined to be \$33,860,000.

WHEREAS, the District's Deputy Superintendent, Business and Support Services executed the Purchase Agreement to open escrow and complete the purchase of the Esencia School site by February 28, 2017. A copy of the executed Purchase Agreement is attached hereto as Exhibit 1.

WHEREAS, the acquisition of real property, including the Esencia School site requires ratification by the Board of Trustees.

WHEREAS, Government Code § 27281 requires that deeds conveying any interest of real estate to a public entity for public purposes shall not be accepted for recordation without the consent of the public entity evidenced by its certificate or resolution of acceptance attached to or printed on the deed.

WHEREAS, the form of the deed for the Esencia School site (Deed) was approved by the Board of Trustee's adoption of Resolution No. 1314-25. A copy of the form of deed is attached hereto as Exhibit 2.

WHEREAS, Government Code § 27281 also states that a public entity, by a general resolution, may authorize one or more officers or agents to accept and consent to such deeds.

THEREFORE, BE IT HEREBY RESOLVED that the Capistrano Unified School District Board of Trustees does hereby resolve, determine, and order as follows:

1. That the Board of Trustees hereby ratifies the execution and making of the Purchase Agreement.
2. That the Board of Trustees hereby delegates to the Deputy Superintendent of Business and Support Services authority to execute the acceptance of the Deed and to take all such future actions and execute additional documents, as necessary, to complete the acquisition of the Esencia School site.

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 22nd day of February, 2017, by a roll call vote.

Patricia Holloway
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS
(PA2 School Site)**

First American Title Insurance Company
2 First American Way
Santa Ana, California 92707
Attn: Hugo Tello
Escrow No.: 5337209

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS ("**Agreement**"), dated as of January 19, 2017, is entered into by and between RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company ("**Seller**"), and THE CAPISTRANO UNIFIED SCHOOL DISTRICT ("**Buyer**"), with reference to that certain property proposed to be used for the "PA 2 School Site," located in the County of Orange, State of California ("**County**" and "**State**"), as described on **Exhibit A** attached hereto and incorporated by this reference ("**Property**").

RECITALS

A. Seller is the owner of the Property, which consists of approximately 14.005 acres of land.

B. Seller and School District are parties to that certain School Facilities and Funding and Option to Purchase School Site Agreement dated as of November 6, 2013 ("**SFF/Agreement**"), which sets forth certain rights and obligations of the parties with respect to the Property. All capitalized terms not otherwise defined herein shall have the meaning given to them in the SFF/Agreement.

C. Seller and School District are also parties to that certain Option Agreement dated as of November 6, 2013 ("**Option Agreement**"), pursuant to which School District has an option to purchase the Property.

D. Seller is a party to the Rancho Mission Viejo Development Agreement County of Orange (Ranch Plan Project and hereafter ("**RMV/Development Agreement**") the benefits of which shall run with the Property when acquired by Buyer as therein provided. Seller remains responsible for all mitigation obligations, fees and expenses thereunder and the parties agree none of the mitigation obligations, fees and expenses are assumed by Buyer. Seller concurrent with Close of Escrow shall provide a duly executed Assignment and Assumption of Development Agreement to such effect to County and Buyer as provided in Section .1(a)(iv) of the RMV/Development Agreement. Seller hereby indemnifies Buyer as to any and all mitigation costs related thereto, which obligation shall survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

E. Seller and others have obtained from the Board of Supervisors of County General Plan Amendment (Resolution No. 04-291), Zone Change (Resolution No. 04-292/Ordinance No. 04-014), Development Agreement (Resolution No. 04-293/Ordinance No. 04-015) Environmental Impact Report No. 589 ("Project EIR"), Affordable Housing Implementation Agreement ("Affordable Housing Agreement"), and other entitlements (collectively, "Entitlements"). Seller and Buyer agree that all obligations of the Entitlements are obligations of Seller and that Seller indemnifies Buyer as to any and all costs and obligations related thereto which obligation shall survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

F. Seller and others were parties to the Rancho "Mission Viejo/Resource Organization Litigation" that was resolved by means of the Rancho Mission Viejo/Settlement and Declaration of Restrictions Agreement ("RMV/SA") recorded as to the Property and other property of Seller and others as Instrument No. 200500648330 of the Official Records of Orange County. All obligations of the RMV/SA are agreed to be obligations of Sellers and others, are not assigned to or assumed by Buyer, and Seller indemnify Buyer as to any and all costs and obligations thereof, which obligation shall survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

G. Seller and others are parties to the Secured Fire Protection Agreements with the Orange County Fire Authority recorded as Instruments No. 2007000218114 and 200700218115 in the Official Records of Orange County, recorded as to the Property and other property of Seller and others ("SFP/A"). All obligations of the SFP/A are agreed to be obligations of Seller and others, are not assigned to or assumed by Buyer and Seller indemnifies Buyer as to any and all costs and obligations thereof, which obligation shall survive the termination of this Agreement or Close of Escrow and acquisition of the Property by Buyer.

H. School District has exercised the option to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Sale and Purchase. Subject to the terms and conditions set forth in this Agreement, and the above Recitals which are herein incorporated, Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller.

2. Purchase Price. The purchase price for the Property shall be \$33,860,000.00. ("**Purchase Price**") [which amount has been determined in accordance with Section 8.3 of the SFF/Agreement including all reservations by Seller].

3. Opening of Escrow. Escrow shall open when a copy of this Agreement, properly executed by Buyer and Seller, has been deposited with First American Title Insurance Company, a California corporation ("**Escrow Holder**"). Escrow Holder shall notify all parties in writing immediately upon receipt of a copy of this Agreement so executed as of the date of the opening of escrow.

4. Buyer Title Review and Approval.

(a) Preliminary and Supplemental Title Reports. Within fifteen (15) calendar days after the Opening of Escrow, First American Title Insurance Company, in its capacity as title insurer ("**Title Insurer**"), shall deliver to Buyer, and to its legal counsel, copies of: (i) a preliminary title report ("**PTR**") covering the Property (a copy of which is attached hereto as Exhibit TR); (ii) complete and legible copies of all documents referred to in the PTR that evidence or create exceptions to title to the Property ("**Underlying Documents**"); and (iii) complete plotting reports of all easements disclosed in the PTR ("**Plotting Reports**", a copy of which is attached as Exhibit TR). If subsequently required, the Title Insurer shall deliver to each Party and to its legal counsel: (i) any amended PTR; (ii) any Underlying Documents referenced in the amended PTR, but not previously provided to the Parties; and (iii) Plotting Reports for all easements and exceptions disclosed in the amended PTR, if not previously plotted and provided to the Parties. Hereinafter, the PTR, any amended PTR, and all related Underlying Documents and Plotting Reports, may be referred to collectively as "**Title Documents**."

(b) Except for those Title Documents set forth on Schedule 1, the Buyer shall have the right to review and either approve or disapprove the Title Documents for the Property as provided in this Section. The parties shall conform to the following procedures for Buyer's review and approval of the Title Documents:

(i) Not later than thirty (30) calendar days after the date it receives the final and complete copies of all Title Documents, the Buyer may object to any one or more of the items listed in the Title Documents that affect title to the Property (each a "**Disapproved Item**") by providing written notice to Seller and Escrow Holder ("**Buyer Title Notice**"). If Buyer fails to provide a Buyer Title Notice within such thirty (30) calendar day period, the Buyer shall be deemed to have approved the Title Documents.

(ii) Upon discussion with one or both of the parties, the Title Insurer may agree to delete from the Title Documents any or all Disapproved Items specified in the Buyer Title Notice.

(iii) If Title Insurer has not agreed to delete from the Title Documents all Disapproved Items specified in the Buyer Title Notice, the Seller may elect to cure or cause the deletion of one or more of the remaining Disapproved Items, including, without limitation, through purchase at Seller's expense of any endorsement(s) to the title insurance for the Property. The Seller shall provide written notice to the Buyer and Escrow Holder, within thirty days after receipt of the Buyer Title Notice, specifying whether Seller will cure or cause the deletion of all, some or none of the remaining Disapproved Items ("**Seller Title Notice**"). If Seller fails to provide a Seller Title Notice within such thirty (30) calendar day period, the Seller shall be deemed to have elected to not cure or cause the deletion of all remaining Disapproved Items.

(iv) If the Seller Title Notice indicates that Seller has not elected to cure or cause the deletion of all remaining Disapproved Items, or if Seller fails to provide a Seller Title Notice, the Buyer may elect to either: (i) proceed with Close of Escrow on the basis of the

Disapproved Items, if any, that the Title Insurer and Seller have agreed or elected to cure or cause to be deleted from the Title Documents; or (ii) cancel the Escrow; by providing written notice to Seller and Title Insurer within twenty (20) days after receipt of the Seller Title Notice or, if no Seller Title Notice was provided, within twenty (20) calendar days of the date that was the deadline for delivery of the Seller Title Notice ("**Buyer Election Notice**"). If Buyer fails to provide a Buyer Election Notice within such twenty (20) day period, the Buyer shall be deemed to have elected to cancel the Escrow.

(v) If the Seller and/or Title Insurer are to cure or cause the deletion of any Disapproved Items in accordance with this Section 3.2, such cure or deletion shall be a condition precedent to the Close of Escrow.

(vi) Notwithstanding anything to the contrary, the Buyer shall not be required to object to items specified in the Title Documents that relate to items of a monetary nature, including, but not limited to, general taxes, special taxes, and assessment fees or charges, mortgages, improvement liens, and similar encumbrances. As a condition precedent to Close of Escrow, the Seller must pay-off or otherwise satisfy and release any and all mortgages, improvement liens and similar encumbrances on or against any portion of the Property. Section 4.10 herein provides for payment of any and all general taxes, special taxes, and assessment fees or charges and recordation of a Notice of Cancellation of liens for special taxes and assessments and liens and right of the Rancho Mission Viejo Master Maintenance Corporation ("**RMVMMC**").

If an item specified in the PTR is not either a Disapproved Item pursuant to Subsection (a) of Section 3.2 or an item of a monetary nature as described herein, then such item shall be deemed to be a Permitted Exception to Buyer's title to the Property as conveyed through the Escrow (each a "**Permitted Exception**"). It shall be a condition precedent to the Buyer's obligation to proceed to Close of Escrow that Title Insurer issue to the Buyer, at Close of Escrow, the Title Policy, insuring the Buyer's fee simple title to the Property, subject only to the Permitted Exceptions and otherwise free and clear of all mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes, or other defects in title as provided in this Agreement.

5. Close Of Escrow.

(a) The close of escrow ("**Closing Date**") shall occur on or before February 28, 2017, subject to any extension agreed to in writing by Buyer and Seller.

(b) Buyer shall deposit or cause to be deposited in escrow prior to the Close of Escrow the Purchase Price; provided Seller hereby agrees to accept the non-interest bearing "**Special Obligation Note**" of Buyer as described in the SFF/Agreement as special obligation purchase money financing in the event Buyer has not received State Funding for 50% of the Purchase Price. In such event, the balance of the Purchase Price, subject to receipt of adequate School Payments from Seller, shall be deposited by Buyer in cash from the Funding Sources as described in the SFF/Agreement. The Special Obligation Note is in the form attached hereto as **Exhibit F**, and secured by State Funds, Local Funds or Federal Funds and other Funding Sources available for purchase of the PA2 School Site, all on the terms and as set forth in Section 6.9 of the SFF/Agreement.

(c) The Purchase Price in cash or cash and the Special Obligation Note shall be delivered to Seller when Escrow Holder is in a position to obtain an ALTA standard coverage owner's policy of title insurance insuring Buyer as follows:

(i) Policy to be issued by Escrow Holder with the standard title company exceptions ("**Title Policy**");

(ii) Liability to be in the amount of the Purchase Price;

(iii) Fee title vested in Buyer;

(iv) Property vesting in Buyer free and clear of all liens, encumbrances and other defects of title and taxes, including monetary obligations, excepting the following terms listed in the order of the priority to be effected through this escrow (collectively, "**Permitted Exceptions**");

(1) Subject to Section 6 hereof, general and special taxes not yet due and payable;

(2) All items shown on the Covenant and Declaration of Restriction as set forth on Exhibit E;

(3) All items shown on the Grant Deed;

(4) Any other encumbrances caused by acts of Buyer or consented to in writing by Buyer.

(5) There shall be no special taxes, assessments and any rights or liens of the RMVMMC recorded against the Property.

(d) Close of escrow means the time Seller's Grant Deed in substantially the form attached hereto as Exhibit B ("**Grant Deed**") is recorded by the Escrow Holder in the office of the County Recorder of Orange County, California. Escrow Holder shall instruct the Orange County Recorder to mail the Grant Deed to Buyer at the address set forth herein after recordation. Title to said Property shall pass immediately upon close of escrow. The conclusive evidence of delivery of title to the Property by Seller to Buyer shall be the recordation of the Grant Deed and the issuance by Escrow Holder of the Title Policy insuring Buyer in the amount of the Purchase Price that fee simple title to the Real Property is vested in Buyer as of the close of escrow subject only to the Permitted Exceptions.

(e) Seller's obligation to sell the Property is expressly conditioned on the satisfaction of Buyer's commitments and obligations expressly set forth herein for completion or satisfaction prior to the close of escrow, including depositing with Escrow Holder all sums required hereunder prior to the close of escrow.

(f) Buyer's obligation to buy the Property is expressly conditioned on each of the following conditions precedent:

(i) Compliance with all applicable law, including Education Code Section 17211, CEQA, Government Code Section 65402, and Public Resources Code Section 21151.2.

(ii) The commitment by the Escrow Holder to issue and deliver the Title Policy;

(iii) Buyer obtaining all documents and funds, if any, accruing to Buyer pursuant to this Agreement and the SFF/Agreement;

(iv) Buyer's approval of all inspections, tests, surveys and other studies and documents, together with the grading of the Property pursuant to Sections 9 and 10;

(v) Seller's compliance with Section 8.4 of the SFF/Agreement regarding the condition of the Property as of the Closing Date;

(vi) Buyer's approval of the documents and materials more particularly described on Exhibit C attached hereto ("**Basic Materials**"); provided, if Buyer does not acquire the Property in accordance with this Agreement, the Basic Materials shall be promptly returned to the Seller;

(vii) Buyer's receipt of all necessary approvals as set forth in in Section 8.1(a) of the SFF/Agreement.

(viii) Completion by Seller of all Superpad condition improvements to the Property as described in the SFF/Agreement.

(x) Buyer's receipt of an Assignment and Assumption Agreement described in Section 6.1 (a) (iv) of the Development Agreement evidencing that Seller remains obligated as to all mitigation obligations, fees and expenses set forth in the RMV/Development Agreement and that no obligations thereof are assumed by Buyer

6. Documents to Be Delivered or Recorded Through Escrow.

(a) Seller. Seller shall deposit with Escrow Holder all of the following documents and/or funds before the close of escrow:

(i) The Grant Deed, duly executed, acknowledged and in recordable form conveying the Property to Buyer;

(ii) A Non-Foreign Status Affidavit executed by Seller attached hereto as Exhibit D;

(iii) The Covenant and Declaration of Restriction executed by Seller attached hereto as Exhibit E; and

(iv) All documents required by this Agreement and funds, including all costs referenced in Section 7, as may be necessary in order for Escrow Holder to comply with this Agreement.

(b) Buyer. Buyer shall deposit with Escrow Holder all of the following documents and/or funds before the close of escrow:

(i) The Purchase Price;

(ii) The Special Obligation Note (if required) executed by Buyer attached hereto as Exhibit F;

(iii) The Covenant and Declaration of Restriction executed by Buyer attached hereto as Exhibit E;

(iv) The Joint Use Agreement (as defined in the SFF/Agreement) executed by Buyer and Rancho Mission Viejo Master Maintenance Corporation ("RMVMMC"); and

(v) A letter from Buyer stating that Buyer (a) accepts the Property in accordance with and subject to the terms and conditions of this Agreement and (b) has received all necessary approval and authorization to purchase the Property, including without limitation State Department of Education approval to acquire the Property for its intended use.

7. Real Property Taxes. All nondelinquent general and special real property taxes and assessments levied for fiscal year 2016-2017 shall be paid by Seller on or before the close of escrow without proration and all refunds shall inure to Seller. There shall be no special taxes, assessments, rights and liens of the RMVMMC recorded against the Property. Any real property taxes which become a lien after close of escrow as a supplemental tax assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code, for acts occurring prior to close of escrow shall be and remain the responsibility of Seller who shall promptly pay same upon notice from Buyer.

8. Payment of Costs. Escrow Holder is authorized and instructed by Seller to use the proceeds from the Purchase Price to pay the following: (i) all the escrow fees for Buyer and Seller; (ii) the premium for the Title Policy; (iii) the documentary transfer taxes, if any, in connection with the Grant Deed; (iv) recording fees for the Grant Deed, if any; (v) any costs or charges necessary so that title can be delivered to Buyer in the condition required in accordance with this Agreement; (vi) all reasonable costs not specifically referenced herein customarily allocated to Seller in Orange County, California; and (vii) the cost or charge of any other item not specified herein that may be authorized by Seller in a separate writing.

9. Time is of the Essence. Time is of the essence hereof; and if either party fails to perform any act when due, or if the conditions to the close of escrow referenced herein have not been satisfied or waived, then the non-breaching party may cancel this escrow by notice in writing to the other party deposited into escrow no later than the Closing Date (or any and all such objections or defaults shall be deemed waived or accepted), and, except as otherwise provided in this Agreement, both parties shall thereupon be released from their obligations with respect to the

Property unless the escrow is extended by mutual written agreement of the parties. Upon termination of this escrow as aforesaid, all documents deposited into escrow which have been executed by Seller shall be returned to Seller whether or not such papers have been executed by Buyer as well, and all documents executed by Buyer alone shall be returned to Buyer, and all funds deposited into escrow by Buyer shall be returned to Buyer.

10. Entry for Investigations. Seller grants to Buyer, its agents and employees the right to enter upon any portion of the Property for the purpose of conducting reasonable investigations, including without limitation, soils testing, engineering studies, geological analysis, environmental audits and studies, and all other physical inspections deemed necessary by Buyer. Any and all such investigations and entry shall be at the cost, expense and liability of Buyer. Buyer shall also have the right to investigate all matters relating to the zoning, use and compliance with applicable laws which relate to the use and occupancy of the Property. Seller shall cooperate fully to assist Buyer in completing such inspections and special investigations. Buyer agrees to indemnify, defend and hold Seller harmless from any and all loss, liability, damage, claims, demands, injury, costs or expenses, including reasonable attorney's fees, if any, directly arising or resulting from or relating to any physical inspection of the Property by Buyer or Buyer's agents pursuant hereto.

11. Grading & Site Improvements. Seller shall deliver the Property to Buyer at Closing in accordance with Section 8.4 of the SFF/Agreement, including storm drain connections stubbed out into the lower end of the Property with connections to the public storm drain system located within the adjacent streets both at the southeast corner and northeast corner of the Property. Any further onsite drainage coordination shall be the responsibility of Buyer to design, construct, own and maintain. Water quality for the Property will be handled by a water quality basin located within the Planning Area, which will be designed, constructed, owned and maintained by Seller, with ultimate ownership transferred to Rancho MMC. Notwithstanding the foregoing, Buyer shall retain responsibility for cleanup and damage to the water quality basin caused by any non-typical, specific hazardous materials spills into the drainage system originating from the Property.

12. Representations and Warranties.

(a) Seller hereby makes the following representations and warranties:

(i) To the best of Seller's knowledge (which, for purposes of this Agreement, shall be limited to the actual knowledge of Daniel Kelly without investigation or inquiry):

(1) There is no litigation or proceedings pending in connection with the Property; and

(2) There is no existing violation of any federal, state or local laws, ordinances or regulations concerning or affecting the Property.

(ii) Seller has full right, power and authority to enter into this Agreement and convey the Property pursuant to the Agreement or otherwise to perform any of its obligations hereunder.

(iii) To the best of Seller's knowledge, neither the execution of this Agreement or any documents referenced herein shall conflict with the terms of or result in a material breach of any bonds or other indebtedness, contract, indenture and/or deed of trust to which Seller is a party or which govern the use or development of the Property.

(iv) To the best of Seller's knowledge, Seller is not in default under any agreement or contract governing the use or development of the Property.

(v) To the best of Seller's knowledge, Seller has obtained, or otherwise will obtain all necessary governmental approvals and authorizations in order to construct and/or install all of the utilities, including roadways, necessary to develop the Property to a Superpad Condition as contemplated by this Agreement and the SFF/Agreement.

(vi) To the best of Seller's knowledge, Seller has not been advised or informed by any builder to whom Seller has sold any property (or otherwise with whom Seller is under contract to so sell any property) within the Planning Area 2 planned community that any such builder has any plan to develop any improvements other than residential improvements within 100 yards of the Property.

(vii) Seller has not submitted to the County any request to develop any area within 100 yards of the Property with a courthouse or liquor store; provided, Seller reserves the right, without qualification, to develop any and all property within the Planning Area 2 of the Ranch Plan in any manner permitted by applicable law and regulations.

(b) Buyer hereby makes the following representations and warranties:

(i) Buyer has full right, power and authority, subject to the provisions of the SFF/Agreement, to enter into this Agreement and acquire the Property pursuant to the Agreement or otherwise to perform any of its obligations hereunder.

(ii) Buyer has or will have obtained all necessary approval and authorization in order to perform its obligations in accordance with the terms of this Agreement.

(iii) Neither the execution of this Agreement or any documents referenced herein shall conflict with the terms of or result in a material breach of any contract to which Buyer is a party.

(iv) The closing of the transaction contemplated under this Agreement and the acquisition of the Property in accordance herewith is in conformance and compliance with that certain SFF/Agreement; and, in furtherance thereof, Seller shall be deemed to have satisfied the obligations of Seller to Buyer with respect to the delivery of the PA2 School contemplated and required under the SFF/Agreement upon the close of escrow hereunder and the completion of the improvements required under Section 8.4 of the SFF/Agreement and the School Housing Plan; provided, notwithstanding the foregoing, in the event Buyer exercises the rescission right under Section 13 of this Agreement, then Seller shall not have satisfied the foregoing referenced obligations with respect to the delivery of the PA2 School as contemplated and required under SFF/Agreement and Seller shall remain liable therefore in accordance with the SFF/Agreement.

(v) Neither Buyer nor Seller have any reporting, tax or other obligations, liabilities or requirements which arise from the transactions contemplated by this Agreement, including the purchase, ownership and development of the Property by Buyer as contemplated hereunder; and there are no disclosures, commitments, special tax forms and/or notices of special tax which Seller is required to obtain from Buyer and/or provide to any party, including Buyer, due to or arising from the transactions contemplated by this Agreement.

(c) The truth of the representations and warranties as stated above and elsewhere in this Agreement and the performance by each party of its covenants and obligations hereunder shall be conditions to the other party's obligations under this Agreement. All representations and warranties in this section or made in writing by Seller in connection with the transaction herein provided for shall be true and correct on the date hereof and on the close of escrow and the delivery of the Grant Deed and shall survive the close of escrow to the extent set forth in Section 13 of this Agreement or otherwise expressly provided in this Agreement.

13. "As Is, Where Is".

(a) Except as expressly set forth in this Agreement, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to or concerning:

(i) The condition of the Property, including, but not by way of limitation, the water, soil, geology, environmental conditions (including the presence or absence of any hazardous or toxic materials), and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon;

(ii) The nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition or otherwise; and

(iii) The compliance of the Property with any laws, ordinances or regulations of any government or other public or private body or agency.

(b) THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

(c) To the extent that Seller has an existing general construction activities storm water permit that is applicable to the Property and that may be transferable to Buyer, Seller shall provide Buyer with such storm water permit and complete all appropriate documentation to effect such transfer; provided, however, that after such transfer, Buyer shall be solely responsible for satisfying (including the continuation of the satisfaction of) all requirements and conditions under the storm water permit as applicable to the Property and comply with any and all applicable

guidelines and regulations as otherwise issued and/or promulgated by the California State Water Resources Control Board as applicable to the Property.

14. Remedies: Rescission & Reimbursement.

(a) In the event of any breach, default or violation of any representation or warranty set forth herein, then on or before the earlier of (i) one (1) year from the date hereof or (ii) the commencement of Buyer's construction on the Property (and Buyer shall notify Seller upon such commencement of construction and Seller shall have an additional fifteen (15) days in which to make any claim hereunder from the date of such notice -- provided, such notice shall not extend the time in which Buyer shall be required to make any such claim in writing), each of Seller and Buyer shall notify the other party, in writing, as to the existence of, and the basis for, any and all claims of a breach, default or violation of any representation or warranty set forth herein.

(b) The failure to make, and/or identify any such claim and the basis therefor on or before such date shall be deemed a waiver and release of the same; and, in such event, the liability and obligation of each party with respect thereto as set forth herein shall terminate and be of no further force or effect with respect to any and all claims, liabilities, costs and expenses, at law or in equity, whether known or unknown, which are not made in writing to the other party.

(c) In the event of any such breach, default or violation, the party making such claim shall have the right to "unwind" the transaction contemplated under this Agreement within the sixty (60)-day period following such notice and claim such that (i) Buyer shall convey the Property to Seller by means of a grant deed in substantial conformance with the Grant Deed (and otherwise subject only to the Permitted Exceptions) in the condition delivered and conveyed by Seller (or otherwise including any work performed by Seller in accordance with this Agreement) and (ii) Seller shall return the Purchase Price and Special Obligation Note, if any, to Buyer concurrently therewith.

(d) In addition to the right to "unwind" the transaction contemplated under this Agreement as set forth in the immediately preceding subsection (c), in the event such remedy is elected, then, in addition, the defaulting party shall be liable (and shall reimburse the other party) for the sum of the following: the out-of-pocket due diligence and inspection costs and inspections paid to third party consultants and other professionals; legal fees for the negotiation and enforcement of this Agreement; and the costs of the planning for the development of the Property as contemplated under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement and including in the absence of any breach or violation under this Agreement by Seller, in the event that, on or before the earlier of (i) sixty (60) days from the date hereof or (ii) the commencement of Buyer's construction on the Property, Buyer shall discover or otherwise determine, in its reasonable discretion, that any environmental, toxic contamination or similar condition of the Property shall preclude or prevent the development of the Property (or otherwise materially increase the costs and expenses thereof in excess of the budgeted or anticipated costs thereof as contemplated prior to the date hereof) as contemplated under this Agreement due to any requirements of the State School Facility Program, then Buyer shall have the one time right, which must be exercised within ninety

(90) days from the date of this Agreement, to “unwind” the transaction contemplated under this Agreement.

(f) In the event that Buyer shall exercise the right provided under the immediately preceding subsection (e), then, upon not less than fifteen (15) days written notice, (i) Buyer shall convey the Property to Seller (by means of a grant deed in substantial conformance with the Grant Deed and otherwise subject only to the Permitted Exceptions) in the condition delivered and conveyed by Seller (or otherwise including any work performed by Seller in accordance with this Agreement) and (ii) Seller shall return the Purchase Price and Promissory Note, if any, to Buyer concurrently therewith.

(g) The sole remedies of Seller and Buyer with respect to this Agreement and the Property (whether under this Agreement, as a matter of law, under equitable principles or otherwise) shall be (i) an action for specific performance to require Seller to sell and convey the Property to Buyer in accordance with this Agreement and/or (ii) an action for specific performance by either Buyer or Seller to “unwind” the transaction contemplated under this Agreement in accordance with this Section 13 together with the reimbursement of the costs and expenses set forth in the immediately preceding subsection (d); and, the parties waive and release any other remedy, right, action or interest in the event of any default or breach under this Agreement, including any right to damages, payments or any other remedy permitted as a matter of law, equity or otherwise.

15. Restriction on Use and Development and Repurchase Option. Buyer acknowledges and agrees that the Property will be subject to use restrictions, repurchase option and other covenants and restrictions specified in the Covenant and Declaration of Restriction attached hereto as **Exhibit F**. The Covenant and Declaration of Restriction shall be a covenant running with the Property for the term specified therein, shall bind Buyer’s successors and assigns and shall be recorded at the Close of Escrow.

16. Notices. Any notices or other communications between the parties hereto shall be in writing and shall be personally delivered or sent by first class mail, postage prepaid, duly registered or certified, return receipt requested, addressed to the parties as follows:

If to Buyer: c/o CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California 92675
Attn: Clark Hampton

If to Seller: RMV PA2 Development, LLC
c/o Rancho Mission Viejo, LLC
P.O. Box 9
San Juan Capistrano, California 92693
Attn: Elise L. Millington

Any party may, by written notice to the Escrow Holder and to the other party, designate a different address which shall be substituted for the one specified above. If any notice is deposited in the United States Mail in Orange County, California, as aforesaid, the same shall be deemed delivered seventy-two (72) hours after the mailing thereof.

17. Attorneys' Fees. In the event any action shall be instituted in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and expenses incurred therein, including without limitation reasonable attorneys' fees.

18. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together they shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County; California, and Buyer shall submit to the jurisdiction of such court.

21. Entire Agreement. This Agreement, together with its exhibits, contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added except by writing executed by all parties hereto.


22. Severability. If any paragraph, section, clause, sentence or phrase contained in this Agreement shall become illegal, null or void against public policy or unenforceable for any reason whatsoever, the remainder of the Agreement shall not be affected thereby.

[signatures on following page]

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

“Buyer”


CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: 
Clark Hampton
Deputy Superintendent
Business and Support Services

“Seller”

RMV PA2 DEVELOPMENT, LLC
a Delaware limited liability company

By: Rancho Mission Viejo, LLC,
a Delaware limited liability company,
as its authorized agent and manager

By: 
Donald L. Vodra
President - Chief Operating
Officer

By: 
Dan Kelly
Senior Vice President –
Corporate Communications
and Marketing

APPROVED AS TO FORM:

BY: 
Legal Counsel to Capistrano Unified
School District

EXHIBIT A

Property—Legal Description

All of the following described real property in the Unincorporated Territory of the County of Orange, State of California:

Lot 65 of Tract No. 17561 in the Unincorporated Territory of the County of Orange, State of California, as shown on a Map filed on October 27, 2014, in Book 932, Pages 1 through 38, inclusive, of Miscellaneous Maps, Records of Orange County, California

EXHIBIT B

Grant Deed

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California 92675
Attn: Clark Hampton
Deputy Superintendent
Business and Support Services

(Space Above Line For Recorder's Use Only)

GRANT DEED

For valuable consideration, receipt of which is acknowledged, RMV PA2 Development, LLC, a Delaware limited liability company ("**Grantor**"), grants to CAPISTRANO UNIFIED SCHOOL DISTRICT ("**Grantee**") all that certain real property located in Orange County, California, and described on Exhibit A ("**Property**") attached hereto and by this reference incorporated herein.

1. **EXCEPTIONS AND RESERVATIONS FROM GRANT.** Grantor excepts from the grant of the Property (and reserves the right to assign or otherwise convey, grant, lease or license to any individuals and/or entities) the following:

(a) **Oil and Mineral Rights.** Without any right of surface entry, any and all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing that may be within or under the Parcel, together with the perpetual right of drilling, mining, exploring and operating therefore and storing in and removing the same from the Parcel or any other land, including the right to whipstock or directionally drill and mine from lands other than the Parcel, oil or gas wells and borings into, through or across the subsurface of the Parcel and to bottom such whipstocked or directionally drilled wells and borings under and beneath or beyond the exterior limits thereof, and to redrill, equip, maintain, repair, deepen and operate any such wells or mines; but without, however, the right to enter the Parcel or the right to drill, mine, store, explore or operate through the surface or the upper five hundred (500) feet of the subsurface of the Parcel.

(b) **Water Rights.** Any and all riparian, appropriative, overlying or other water and water rights and any and all interests in such water, including surface water, subsurface underflow, and percolating groundwater appurtenant or relating to the Property, such rights and interests having previously been granted by RMV Community Development, LLC, to the Rancho

Mission Viejo Mutual Water Company ("MWC") in the Deed of Water Rights recorded on April 23, 2012, as Instrument No. 2012000230676 of Official Records.

(c) Surface Runoff & Cross Lot Drainage. Mutual, nonexclusive easements in gross on, over and under the turfed sports field portion of the Property and the adjoining property for the purpose of accepting minimal surface runoff (including runoff of reclaimed or other water used for irrigation, and including any requirement of the County of Orange), provided such easement shall not interfere with, or impact Grantee's development and use of the Property.

(d) Construction Easement. Temporary construction and access easements over portions of the Property for the construction, installation (including the right to connect to existing facilities), for the installation of street, sidewalk, landscaping, electric, gas, cable, telephone, communication, technology-related, water, sewer, drainage and other utility facilities, storm drain facilities, and other facilities serving PA2; provided, however, that the construction and access easements shall automatically terminate upon completion of construction of improvements by Grantor on the Property.

(e) Irrigation Easement. Permanent, nonexclusive easements in gross over portions of the Property generally depicted on Exhibit C, in order to permit the construction, installation, use, repair, replacement and maintenance of water sprinkler and irrigation system lines, and associated equipment and facilities including electrical and telecommunication facilities; provided the specific location of such facilities within such easement area shall be subject to the reasonable determination of Grantor upon consultation with Grantee; provided, Grantee shall not construct any improvements within or otherwise improve any area subject to this easement without the prior consent of Grantor, which shall not be unreasonably withheld. This easement shall be subject to any then existing security policies of Grantee and law applicable to Grantee as a public school district.

(f) Signal Transmission. Nonexclusive easements in gross within and through the airspace above and within the Property for the transmission, receipt or distribution of audio, video and any other data signals requisite for the transmission of intelligence by electrical, light wave and/or radio frequencies; provided, neither the transmission, receipt or distribution of audio, video and any other data signals shall unreasonably interfere with Grantee's development or use of the Property.

2. COVENANT

(a) Grantee, for itself and on behalf of its successors and assigns, hereby declares, covenants and agrees that, to the fullest extent permitted by law, no Wireless Telecommunication Facilities shall be installed, located, maintained or permitted on or about the Property and/or the improvements constructed thereon, which serve the general public or are otherwise operated on a commercial, for-profit basis (or other similar basis in which Grantee receives economic benefits in exchange for permitting Wireless Telecommunication Facilities to be located on or about the Property and/or the improvements constructed thereon); provided, nothing contained herein shall restrict or preclude Grantee from installing, operating or using Wireless Telecommunication Facilities on or about the Property for Grantee's own, internal use and

enjoyment, or for School District communications to or from the Property. As used herein, **"Wireless Telecommunication Facilities"** shall mean improvements, equipment and facilities (including, but not limited to, tower cell sites, antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections) for (i) wireless telecommunications, (ii) wireless transfer of audio, video, data or any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iii) any other methods of communication and information transfer facilitated by means other than cables, wires, fiber optics or other such "hard-wired conduits, and (2) power generation serving the improvements, equipment and/or facilities described in subpart (1) of this sentence. The term **"Wireless Telecommunications Facilities"** shall be interpreted as broadly as possible and shall include relocated facilities, expansion of facilities and/or facilities used for any and all new technology that replaces the Wireless Telecommunications Facilities that are used when this Grant Deed is recorded. If there is a doubt as to whether an item fits within the definition of Wireless Telecommunications Facilities, the term is to be interpreted to include that item.

(b) The declaration, covenant and agreement set forth in Section 2(a) above (**"Covenant"**) shall benefit that certain real property owned by Grantor and described on Exhibit B attached hereto (**"Benefited Property"**). In the event that any portion of the Benefited Property is transferred by Grantor to a third party (each portion thereof so transferred is hereinafter referred to as a **"Transferred Parcel"**), the Covenant shall cease to benefit such Transferred Parcel unless Grantor expressly assigns to the transferee of the Transferred Parcel the benefits of all or a portion of the Covenant, either concurrently with conveyance of the Transferred Parcel or at any time thereafter, in either case, by a recorded assignment document executed by Grantor and specifically referencing this Covenant (and general references to appurtenances or rights related to the acquired land will not suffice). Any merger of Grantor with or into another entity or any acquisition of all or a portion of the equity of Grantor by a third party will not be deemed a transfer of the Benefited Property under this Section 2(b).

3. GRANTOR COVENANT

(a) Grantor, for itself and on behalf of its successors and assigns, as to any of the PA 1/PA 2 Property within 600 feet of the perimeter of the PA 2 School Site as described on Exhibit I hereto and depicted on Exhibit II to this Grant Deed (**"Reciprocal Wireless Banned Property"**), hereby declares, covenants and agrees that, to the fullest extent permitted by law, no Wireless Telecommunication Facilities shall be installed, located, maintained or permitted on or about the Reciprocal Wireless Banned Property and/or the improvements constructed thereon, which serve the general public or are otherwise operated on a commercial, for-profit basis (or other similar basis located thereon and/or the improvements constructed thereon). As used herein, **"Wireless Telecommunication Facilities"** shall mean improvements, equipment and facilities (including, but not limited to, tower cell sites, antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections) for (i) wireless telecommunications, (ii) wireless transfer of audio, video, data or any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iii) any other methods of communication and information transfer facilitated by means other than cables, wires, fiber optics or other such "hard-wired conduits, and (2) power generation serving the improvements, equipment and/or facilities described in subpart (1) of this

sentence. The term “**Wireless Telecommunications Facilities**” shall be interpreted as broadly as possible and shall include relocated facilities, expansion of facilities and/or facilities used for any and all new technology that replaces the Wireless Telecommunications Facilities that are used when this Grant Deed is recorded. If there is a doubt as to whether an item fits within the definition of Wireless Telecommunications Facilities, the term is to be interpreted to include that item.

(b) The declaration, covenant and agreement set forth herein (“**Covenant**”) shall benefit that certain real property owned by Grantor and described on Exhibit A attached hereto (“**Benefited Property**”).

_____, 2017. IN WITNESS WHEREOF, Grantor has executed this Grant Deed on February

“Grantor”

RMV PA2 DEVELOPMENT, LLC,
a Delaware limited liability company

By: Rancho Mission Viejo, L.L.C.,
a Delaware limited liability company,
its authorized agent and manager

By: _____
Donald L. Vodra, President
- Chief Operating Officer

By: _____
Dan Kelly, Senior VP -
Corporate Communications and
Marketing

MAIL ALL TAX STATEMENT TO:
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California 92675
Attn: Clark Hampton,
Deputy Superintendent Business and Support Services

ACCEPTANCE:

Grantee hereby accepts this Grant Deed on the terms and conditions herein stated.

“Grantee”

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Deputy Superintendent
Business and Support Services

EXHIBIT A TO GRANT DEED

Legal Description of Property

All of the following described real property in the Unincorporated Territory of the County of Orange, State of California:

Lot 65 of Tract No. 17561 in the Unincorporated Territory of the County of Orange, State of California, as shown on a Map filed on October 27, 2014, in Book 932, Pages 1 through 38, inclusive, of Miscellaneous Maps, Records of Orange County, California.

APN: 755-301-37

EXHIBIT B TO GRANT DEED

Legal Description of Benefited Property

The real property situated in the County of Orange, State of California and described as:

Parcels 38, 39, 43, 44, 45, 72 through 77, inclusive, 83, 84, 85, 96, 97, 98, 102, 103, 114 through 119, inclusive, 125, 126, 133, 138, 143, 144, and 145 of Certificate of Compliance CC 2001-01, in the Unincorporated Territory of the County of Orange, State of California, recorded July 26, 2001 as Instrument No. 20010508635 of Official Records, in the office of the County Recorder of said County.

Together with, Parcels 1 through 91, inclusive, of Certificate of Compliance CC 2010-01, in said Unincorporated Territory, recorded December 22, 2010 as Instrument No. 2010000690527 of said Official Records.

Together with, Parcels 1 through 128, inclusive, of Certificate of Compliance CC 2011-01, in said Unincorporated Territory, recorded December 27, 2011 as Instrument No. 2011000677171 of said Official Records.

Together with, Parcel 1 of Certificate of Compliance CC 2004-096, in the City of San Clemente, in said County, recorded December 21, 2004 as Instrument No. 2004001130448 of said Official Records.

Together with, Parcel 2 and portions of Parcels 3 and 4 of Certificate of Compliance CC 87-06, in said Unincorporated Territory, recorded August 7, 1987 as Instrument No. 87-449971 of said Official Records.

Together with, Parcel C of Lot Line Adjustment LL 2002-160, in said Unincorporated Territory, recorded July 9, 2003 as Instrument No. 2003000800031 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2003-004, in said Unincorporated Territory, recorded March 19, 2003 as Instrument No. 20030294469 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2004-027, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809240 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-028, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809243 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2004-029, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809246 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-030, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809251 of said Official Records.

Together with, Parcel 1 of Lot Line Adjustment LL 2004-039, in said Unincorporated Territory, recorded October 21, 2004 as Instrument No. 2004000951825 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2007-002, in said Unincorporated Territory, recorded June 22, 2007 as Instrument No. 2007000398904 of said Official Records.

Together with, Parcel 2, in said Unincorporated Territory, as shown on the map filed in Book 90, Pages 23 through 27, inclusive, of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 93-159, in said Unincorporated Territory, as shown on the map filed in Book 280, Pages 49 and 50 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 94-153, in said Unincorporated Territory, as shown on the map filed in Book 287, Pages 9 and 10 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 95-161, in said Unincorporated Territory, as shown on the map filed in Book 296, Pages 11 and 12 of Parcel Maps, in the office of said County Recorder.

Together with, That land deeded to Last Round Up, Inc., by Grant Deed recorded September 4, 1987 as Instrument No. 87-504837 of said Official Records, in the office of said County Recorder.

Together with, That land deeded to Ortega Rock Land LLC, Inc., by Grant Deed recorded March 7, 2003 as Instrument No. 2003000254085 of said Official Records, in the office of said County Recorder.

Together with, Those portions of Section 24, Township 8 South, Range 7 West, of Rancho Mission Viejo, as shown on the map sectionizing Rancho Mission Viejo, in said Unincorporated Territory, filed in Book 9, Pages 15 through 22, inclusive, of Record of Surveys, in the office of said County Recorder, described as follows:

Bounded Southerly by the Northerly line of Parcel 56 of said Certificate of Compliance CC 2010-01, bounded Easterly by the Southwesterly line of Parcel 55 of said Certificate of Compliance, bounded Northerly by the Southerly line of Parcel 31 of said Certificate of Compliance and bounded Westerly and Northwesterly by the Southeasterly line of Parcel 2 of said Lot Line Adjustment LL 2004-030.

Bounded Easterly by the Westerly lines of Parcels 56 and 57 of said Certificate of Compliance CC 2010-01, and bounded Westerly and Southerly by the general Easterly line of Parcel 5, as shown said Certificate of Compliance No. CC 87-06.

EXHIBIT C TO GRANT DEED

Depiction of Irrigation Easement Reservation

STATE OF CALIFORNIA)
)
COUNTY OF _____)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

Signature _____ (Seal)

EXHIBIT C

Basic Materials

(Preliminary Draft – Subject to change)

1. Ranch Wide Documents

- 1.01 General Plan Amendment 01-01
 - GPA Resolution.pdf
 - GPA Map.pdf
- 1.02 Ranch Plan Planned Community Program Text
 - Final Approved PC Text GuidDoc.pdf
- 1.03 Development Agreement
 - Development Agreement 11-8-04.pdf
 - 101805 SCRIP.pdf
- 1.04 Final Program Environmental Impact Report No. 589
 - 1.04.1 Draft EIR
 - 1.04.2 Technical Appendices
 - 1.04.3 Responses to Comments
 - 1.04.4 Mitigation Monitoring and Reporting Program (MMRP)
 - 1.04.5 2006 PA1 Addendum 1.0
 - 1.04.6 2011 PA1 Addendum 1.1
- 1.05 Regulation Compliance Matrix (Ranch-wide Version)
 - Reg Compl Matrix (Ranchwide).pdf
- 1.06 Settlement Agreements
 - Exhibit A (Settlement Map).pdf
 - Settlement Agreement SummaryPA1.doc
- 1.07 Alternative Development Standards
 - 081208 Updated ADS.pdf
- 1.08 Fire Protection Program
 - 073107 Approved RPFPP.pdf
- 1.09 Local Park Implementation Plan
 - 031407 Approved LPIP.pdf
- 1.10 Affordable Housing Implementation Agreement
 - Afford Housing Impl Agreement.pdf
- 1.11 Open Space Agreement
 - 072506 Approved OS Agreement.pdf
- 1.12 Master Trail and Bikeways Implementation Plan
 - Revised Master Trails Plan.pdf
- 1.13 Solid Waste Management Plan
 - Approved Waste Mgmt Plan.pdf
- 1.14 Impact Mitigation Agreements
 - Sheriff Agreement.pdf
 - Secured Fire Prot Agreements.pdf

2. Planning Area 2 Documents

- 2.1 PA2 Master Area Plan, Subarea Plans 2.1, 2.2, 2.3 and 2.4
 - Approved PA2 MAP / SAP.pdf
- 2.2 Vesting Tentative Tract Map 17561 (2.1) & 17562 (2.2)
 - Master Geometrics & Sidewalk Plan
 - 2.1 Fire Master Plan
- 2.3 Grading Plans
 - 2.1 (GA130004) Preliminary Grading
 - 2.2 (GA130006) Preliminary Grading
 - Geotechnical Studies
 - Review of Preliminary Grading Plans (2.1)
 - Review of Preliminary Grading Plans (2.2)
- 2.4 Improvement Plans (Street, Sewer & Water, Storm Drain)
 - Utility Master Plan
- 2.5 Water Quality Management Plan for PA1 Master Area Plan
 - Final Master Area Wtr Qlty Mgmnt Plan (WQMP) Dec 2006.pdf
 - RMV PA-2 Conceptual WQMP 15-March-2013.pdf
- 2.6 Water Quality Management Plan for Subarea 2.1 & 2.2
 - Interim Grading WQMP
- 2.7 Regulation Compliance Matrix (PA2 Version)
 - Reg Compl Matrix (PA2).pdf
- 2.8 Builder Materials
 - PA2 ESA

3. Federal, Regional and State Environmental Entitlement Documents

- 3.1 NEPA and CEQA Clearances
 - 2006 NCCP EIR Appendices
 - EIR EIS
 - HCP
 - Implementation Agreement
 - Mapbook
 - RefMapBook
- 3.2 State and Federal Permits
 - ACOE 404 Extension.pdf
 - ACOE 404.pdf
 - CDFG SAA.pdf
 - SDRWQCB 401&WDR.pdf
 - Special Purpose Permit Renewal.pdf
 - USFWS ITP.pdf

EXHIBIT D

Non-Foreign Status Affidavit

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform CAPISTRANO UNIFIED SCHOOL DISTRICT (“**Buyer**”), that withholding of tax is not required upon the disposition of a U.S. real property interest by RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company (“**Seller**”), the undersigned hereby certifies the following on behalf of Seller.:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller’s U.S. employer identification number is 46-2664063; and
3. Seller’s office address is 28811 Ortega Highway, San Juan Capistrano, California 92675.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement the undersigned has made here could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declares that they have examined this certification and to the best of their knowledge and belief it is true, correct and complete, and the undersigned further declares that they have the authority to sign this document on behalf of Seller.

RMV PA2 DEVELOPMENT, LLC,
a Delaware limited liability company

By: Rancho Mission Viejo, L.L.C.,
a Delaware limited liability company,
its authorized agent and manager

By: _____

By: _____

EXHIBIT E

Covenant and Declaration of Restrictions

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

RMV PA2 DEVELOPMENT, LLC
c/o Rancho Mission Viejo, LLC
28811 Ortega Highway
San Juan Capistrano, California 92675
Attn: Donald L. Vodra

FOR RECORDER'S OFFICE USE ONLY

**COVENANT
AND DECLARATION OF RESTRICTIONS
AND
REPURCHASE OPTION**

THIS COVENANT AND DECLARATION OF RESTRICTIONS AND REPURCHASE OPTION ("**Covenant**") is made and entered into as of February _____, 2017, by and between RMV PA2 DEVELOPMENT, LLC, a Delaware limited liability company ("**Seller**") and CAPISTRANO UNIFIED SCHOOL DISTRICT ("**Buyer**"), with reference to the following facts:

A. Seller is the seller of that certain real property situated in the County of Orange, State of California and legally described in **Exhibit A** attached hereto and incorporated herein by reference ("**Benefited Property**").

B. Concurrently herewith, Seller is conveying to Buyer fee title to that certain real property situated in the County of Orange, State of California that is contiguous with and/or in the vicinity of the Benefited Property, as described in **Exhibit B** attached hereto and incorporated herein by reference ("**Burdened Property**").

C. The parties desire to record this Covenant to put future owners on notice of the restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Covenant (collectively, "**Restrictions**").

NOW, THEREFORE, Buyer hereby covenants, agrees and declares that the Burdened Property shall be held, conveyed and transferred subject to the following restrictions:

1. **Permitted Use.** Buyer, for itself, and on behalf of its successors and assigns, hereby declares, covenants and agrees that the Burdened Property shall only be used as grades K-12 public school facilities ("**School Facilities**") for the term of this Covenant.

2. **Transfer.**

(a) Until such time as Buyer has completed construction of the PA 2 School as described in the SFF/Agreement, Buyer shall not voluntarily or by operation of law consummate a transfer to a third party without Seller's express prior consent in writing, which consent may be withheld by Seller in its sole and absolute discretion. Any attempted transfer made in violation of this Agreement shall be null and void. In the event Seller consents to a transfer, Buyer shall reimburse Seller for all costs and expenses incurred by Seller in connection with any such transfer, including, without limitation, all attorneys' fees and other costs incurred in preparing and/or reviewing assignment documentation.

(b) After Buyer has completed construction of the PA 2 School as described in the SFF/Agreement, Buyer may consummate a transfer as part of a lease financing and without Seller's consent, provided that following such transfer the Property remains subject to this Covenant and Declaration of Restrictions.

3. **Repurchase Option.** Buyer grants to Seller an option to repurchase the Property ("**Repurchase Option**") exercisable in the manner and on the terms and conditions hereafter set forth. Seller may exercise this Repurchase Option during the term of this Covenant upon the occurrence of any of the following: (1) if Buyer proposes a transfer of the Property to a third party; or (2) if Buyer fails to construct and open the PA 2 School as described in the SFF/Agreement by June 30, 2018. Upon the occurrence of any of the events specified above in this section, Seller may exercise this Repurchase Option by the delivery to Buyer of a notice ("**Notice of Repurchase**") within thirty (30) days of such occurrence. Seller's delivery of a Notice of Repurchase in accordance with the terms hereof shall create a binding contract for the purchase and sale of the Property. Upon the occurrence of the conditions specified in the subsection hereof entitled "**Transfer**" for the exercise of this Repurchase Option, if Seller fails to exercise this Repurchase Option by delivery of a Notice of Repurchase within the time periods specified above, then Buyer shall have sixty (60) days to consummate the transfer in strict accordance with the terms and conditions of a sale request notice or of which an officer of Seller had actual notice, free from this Repurchase Option. If Buyer does not so consummate such transfer within said sixty (60) days or if Buyer proposes, attempts or actually consummates such transfer on terms and conditions which are changed or modified from those of which Seller so received notice, then such transaction or any further transaction shall be deemed to be a new proposed, attempted or actual transfer and the provisions hereof shall again be applicable. In the event Buyer fails to construct and open the School Facilities prior to June 30, 2018, any failure by Seller to exercise this Repurchase Option by delivery of a Notice of Repurchase shall not be deemed or considered a waiver by Seller of the right to exercise this Repurchase Option based on a continuation of the failure to develop, which first gave Seller the right to exercise or based on succeeding failure(s); and such Repurchase Option shall continue in full force and effect in all such cases. If Seller exercises this Repurchase Option, Seller and Buyer shall immediately after delivery of the Notice of Repurchase by Seller open an escrow at Escrow Holder; provided, the parties shall execute such escrow instructions which are not inconsistent with the provisions hereof and which may be required by Escrow Holder in order to close the same. The purchase price paid by Seller therefor shall be equal to the original purchase price paid by Buyer to Seller. The purchase price paid by Seller shall be paid in cash upon the close of escrow; provided, the portion of the purchase price required to discharge any priority lien shall be paid through escrow to the holder or beneficiary of such lien. The Repurchase Option escrow shall close on or before the date which is sixty (60) days after the date of delivery of the Notice of Repurchase by Seller to Buyer. Upon the close of escrow, Buyer shall convey the Property to Seller by Escrow Holder's standard form grant deed subject only to the following (and all other exceptions

shall be removed by Buyer at its sole expense at or prior to such close of escrow): (i) nonmonetary covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record existing on the date on which this Covenant is recorded; (ii) nonmonetary encumbrances placed against the subject property by Buyer and to which Seller has subordinated its rights under this Repurchase Option; (iii) nondelinquent general, special and supplemental real property taxes and assessments; and (iv) matters shown as printed exceptions in the standard form California Land Title Association owner's policy of title insurance. Buyer shall cause to be delivered to Seller upon the close of escrow, at Buyer's sole cost and expense, a CLTA standard coverage policy of title insurance on the property transferred pursuant to this Repurchase Option issued by Escrow Holder with policy limits equal to the purchase price and insuring title to such property in the condition set forth above and otherwise vested in Seller and specifically insuring against mechanics' and materialmen's liens. All real property taxes and assessments shall be prorated as of the close of escrow.

4. Enforcement.

(a) General. Seller, any "**Successor Seller**" (as that term is defined below), and Rancho Mission Viejo LLC, a Delaware limited liability company and their successors alone shall have the right to enforce by proceedings at law or in equity, any and all of the Restrictions now or hereafter imposed by the provisions of this Covenant or any amendment thereto, including (i) the right to prevent the violation of any such Restrictions, (ii) the right to recover damages or other dues for such violation, and (iii) the right to exercise the Repurchase Option during the period which is thirty (30) years after the recording of this Covenant). Failure by Seller to enforce any Restriction in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other Restriction by Buyer. All rights, options and remedies of Seller under this Covenant are cumulative; and no one of them shall be exclusive of any other; and Seller shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Covenant.

(b) Successor Seller. Seller may assign any of its rights and powers under this Covenant to any other person or entity who has acquired any portion of the Benefited Property so long as such person or entity in writing agrees to assume the duties of Seller pertaining to the particular rights and powers assigned; and, upon the recordation of such writing accepting such assignment and assuming such duties, such assignee ("**Successor Seller**"), to the extent of such assignment, shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Seller herein and Seller shall be released and relieved of such rights and obligations. Without limiting the generality of the foregoing, Seller may make such assignments as to the entire Benefited Property or to any portion thereof. If and to the extent specifically assigned in writing as provided in this subsection, the Successor Seller shall be a third party beneficiary of this Covenant.

5. Captions. The captions used herein are for convenience only and are not a part of this Covenant and do not in any way limit or amplify the terms and provisions hereof.

6. Governing Law and Venue. This Covenant shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Covenant, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County; California, and Buyer shall submit to the jurisdiction of such court.

7. Attorneys' Fees. In the event any action shall be instituted in connection with this Covenant, the party prevailing in such action shall be entitled to recover from the other party all of its costs and expenses incurred therein, including without limitation reasonable attorneys' fees.

8. Severability. In the event that any portion of this Covenant shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Covenant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

9. Gender and Number. In this Covenant (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

10. Covenants to Run with the Land: Term

(a) Restrictions. The Burdened Property shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the Restrictions. The Restrictions are intended and shall be construed as covenants and conditions running with and binding upon the Burdened Property and equitable servitudes thereupon and every part thereof; and all and each of the Restrictions shall be binding upon and burden all persons having or acquiring any right, title or interest in the Burdened Property (during their ownership of such interest), or any part thereof, and their successors and assigns. Subject to the provisions in the immediately following subsection below, the Restrictions shall inure to the benefit of the Benefited Property, the owners thereof and their successors and assigns; and the Restrictions shall be enforceable by Seller and its successors and assigns, all upon the terms, provisions and conditions set forth herein.

(b) Term. This Covenant shall continue in full force and effect for a term of thirty (30) years from the date the same is recorded in the Office of the County Recorder, at which point this Covenant shall automatically terminate and be of no further force or effect.

(c) Termination. Notwithstanding the foregoing:

(i) Notice of Termination. This Covenant, together with the Restrictions set forth or otherwise incorporated herein, shall, upon recordation in the Orange County Recorder's Office of a notice of termination executed by Seller, automatically terminate and be of no further force or effect as to any portion of the Burdened Property described in such notice of termination, but the Restrictions shall continue to apply as to the remainder of the Burdened Property.

(ii) Reacquired Property. This Covenant, together with the Restrictions set forth or otherwise incorporated herein, shall be of no further force or effect as to any portion of the Burdened Property reacquired by Seller (as to which Seller has not assigned its rights and obligations hereunder to a Successor Seller) whether by grant deed, lot line adjustment or otherwise, but the Restrictions shall continue to apply as to the remainder of the Burdened Property.

(d) Benefited Property. In the event that any portion of the Benefited Property is conveyed by Seller to a third party other than a Successor Seller (each parcel thereof so transferred is hereinafter referred to as a "**Transferred Parcel**"), the Restrictions shall cease to benefit such Transferred Parcel unless Seller expressly assigns to the transferee of the Transferred Parcel the benefits of all or a portion of the Restrictions, either concurrently with conveyance of the Transferred Parcel or at any time thereafter, in either case, by a recorded assignment document executed by Seller and specifically referencing this Covenant (and general references to

appurtenances or rights related to the acquired land will not suffice). Any merger of Seller with or into another entity or any acquisition of all or a portion of the equity of Seller by a third party will not be deemed a transfer of the Benefited Property subject hereto triggering the applicability of this subsection.

11. Notices. Any notice to be given or other document to be delivered by any party to the other or others hereunder, and any payments from Buyer to Seller, may be delivered in person to an officer of any party, or may be delivered by Federal Express, private commercial delivery or courier service for next business day delivery or may be deposited in the United States mail in the County of Orange, State of California, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended at the address specified under each party's signature below. Notice may also be given by facsimile transmission ("Fax") to any party at the respective Fax number given under each party's signature and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of such transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof as above provided. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or Fax number listed above.

12. Effect of Covenant. This Covenant is made for the purposes set forth in the Recitals to this Covenant and Seller makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Covenant, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

13. Waiver of Jury Trial. SELLER AND BUYER HAVE EACH ACKNOWLEDGED THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTIONS OF THE UNITED STATES AND THE STATE OF CALIFORNIA. BOTH SELLER AND BUYER EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS COVENANT, BUYER'S USE OR DEVELOPMENT OF THE BURDENED PROPERTY OR ANY ADJOINING PROPERTY AND/OR ANY CLAIM FOR INJURY OR DAMAGE.

IN WITNESS WHEREOF, the parties have caused this Covenant to be executed as of the day and year first written above.

“Seller”

RMV PA2 DEVELOPMENT, LLC,
a Delaware limited liability company

By: RANCHO MISSION VIEJO, LLC,
a Delaware limited liability company,
its authorized agent and manager

By: _____
Its: _____

By: _____
Its: _____

Address for notices:

RMV PA2 Development, LLC.
c/o Rancho Mission Viejo, LLC
28811 Ortega Highway
San Juan Capistrano, CA 92675
Attn: Donald L. Vodra
Fax: (949) 248-0810

“BUYER”

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Deputy Superintendent
Business and Support Services

APPROVED AS TO FORM:

BY: _____
Legal Counsel to Capistrano
Unified School District

Address for notices:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Deputy Superintendent,
Business and Support Services
Fax: (949) 493-8729

EXHIBIT A TO COVENANT

Legal Description of Benefited Property

The real property situated in the County of Orange, State of California and described as:

Parcels 38, 39, 43, 44, 45, 72 through 77, inclusive, 83, 84, 85, 96, 97, 98, 102, 103, 114 through 119, inclusive, 125, 126, 133, 138, 143, 144, and 145 of Certificate of Compliance CC 2001-01, in the Unincorporated Territory of the County of Orange, State of California, recorded July 26, 2001 as Instrument No. 20010508635 of Official Records, in the office of the County Recorder of said County.

Together with, Parcels 1 through 91, inclusive, of Certificate of Compliance CC 2010-01, in said Unincorporated Territory, recorded December 22, 2010 as Instrument No. 2010000690527 of said Official Records.

Together with, Parcels 1 through 128, inclusive, of Certificate of Compliance CC 2011-01, in said Unincorporated Territory, recorded December 27, 2011 as Instrument No. 2011000677171 of said Official Records.

Together with, Parcel 1 of Certificate of Compliance CC 2004-096, in the City of San Clemente, in said County, recorded December 21, 2004 as Instrument No. 2004001130448 of said Official Records.

Together with, Parcel 2 and portions of Parcels 3 and 4 of Certificate of Compliance CC 87-06, in said Unincorporated Territory, recorded August 7, 1987 as Instrument No. 87-449971 of said Official Records.

Together with, Parcel C of Lot Line Adjustment LL 2002-160, in said Unincorporated Territory, recorded July 9, 2003 as Instrument No. 2003000800031 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2003-004, in said Unincorporated Territory, recorded March 19, 2003 as Instrument No. 20030294469 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2004-027, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809240 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-028, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809243 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2004-029, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809246 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-030, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809251 of said Official Records.

Together with, Parcel 1 of Lot Line Adjustment LL 2004-039, in said Unincorporated Territory, recorded October 21, 2004 as Instrument No. 2004000951825 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2007-002, in said Unincorporated Territory, recorded June 22, 2007 as Instrument No. 2007000398904 of said Official Records.

Together with, Parcel 2, in said Unincorporated Territory, as shown on the map filed in Book 90, Pages 23 through 27, inclusive, of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 93-159, in said Unincorporated Territory, as shown on the map filed in Book 280, Pages 49 and 50 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 94-153, in said Unincorporated Territory, as shown on the map filed in Book 287, Pages 9 and 10 of Parcel Maps, in the office of said County Recorder,

Together with, Parcel 1 of Parcel Map 95-161, in said Unincorporated Territory, as shown on the map filed in Book 296, Pages 11 and 12 of Parcel Maps, in the office of said County Recorder.

Together with, That land deeded to Last Round Up, Inc., by Grant Deed recorded September 4, 1987 as Instrument No. 87-504837 of said Official Records, in the office of said County Recorder.

Together with, That land deeded to Ortega Rock Land LLC, Inc., by Grant Deed recorded March 7, 2003 as Instrument No. 2003000254085 of said Official Records, in the office of said County Recorder.

Together with, Those portions of Section 24, Township 8 South, Range 7 West, of Rancho Mission Viejo, as shown on the map sectionizing Rancho Mission Viejo, in said Unincorporated Territory, filed in Book 9, Pages 15 through 22, inclusive, of Record of Surveys, in the office of said County Recorder, described as follows:

Bounded Southerly by the Northerly line of Parcel 56 of said Certificate of Compliance CC 2010-01, bounded Easterly by the Southwesterly line of Parcel 55 of said Certificate of Compliance, bounded Northerly by the Southerly line of Parcel 31 of said Certificate of Compliance and bounded Westerly and Northwesterly by the Southeasterly line of Parcel 2 of said Lot Line Adjustment LL 2004-030.

Bounded Easterly by the Westerly lines of Parcels 56 and 57 of said Certificate of Compliance CC 2010-01, and bounded Westerly and Southerly by the general Easterly line of Parcel 5, as shown said Certificate of Compliance No. CC 87-06,

EXHIBIT B TO COVENANT

Legal Description of Burdened Property

All of the following described real property in the Unincorporated Territory of the County of Orange, State of California:

Lot 65 of Tract No. 17561 in the Unincorporated Territory of the County of Orange, State of California, as shown on a Map filed on October 27, 2014, in Book 932, Pages 1 through 38, inclusive, of Miscellaneous Maps, Records of Orange County, California

STATE OF CALIFORNIA)
)
COUNTY OF _____)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____ (Seal)

EXHIBIT F

FORM OF SPECIAL OBLIGATION NOTE

CAPISTRANO UNIFIED SCHOOL DISTRICT SITE ACQUISITION SPECIAL OBLIGATION NOTE

U.S. \$16,930,000.00

Date February __, 2017

FOR VALUE RECEIVED, the undersigned, Capistrano Unified School District (“**Maker**”) promises to pay to RMV PA2 Development, LLC (“**Payee**”) as a special obligation of Maker, at the address indicated in Section 11 below or such other place for the payment of this Special Obligation Note (“**S/O Note**”) as the Payee may from time to time designate in writing, the principal sum of Sixteen Million Nine Hundred Thirty Thousand Dollars (\$16,930,000.00), together with Default Interest, if any, thereon limited by, but earned at the rates and payable at the times set forth in Section 5 and in accordance with the terms of this S/O Note and that certain Purchase and Sale Agreement by and among School District, and Payee dated as of January 19, 2017 (“**P/S Agreement**”) and that certain School Facilities and Funding Agreement and Option to Purchase School Site, dated as of November 6, 2013 (“**SFF/Agreement**”). Capitalized terms not defined herein shall have the meaning set forth in the P/S Agreement or the SFF/Agreement. Maker promises to pay the principal and interest evidenced hereby as follows:

1. Purpose of S/O Note. This S/O Note is issued in exchange for the purchase from Payee of the PA2 School Site

2. Outstanding Amounts. The principal amount of this S/O Note is \$16,930,000.00. The unpaid principal, as of any date, is herein referred to as the “**Outstanding Principal Amount.**”

3. Interest Rate. Except as set forth in Section 5 below, the Outstanding Principal Amount of this S/O Note shall not bear interest from the date hereof until paid in full.

4. Payment of S/O Note.

(a) Source. Maker shall pay all amounts due hereunder from State Funds as described in the SFF/Agreement, in the event and to the extent it receives Land Grant State Funds for the acquisition of the PA2 School Site by the School District, or CFD Bond Funds, if applicable, for the acquisition of the PA2 School Site, and Local Funds for the PA2 School Site solely from funds on deposit in the Special Fund, School Facilities Account, and Treasury of the County of Orange as applicable to any State Funds for 50% of the Purchase Price of School Site No. 2. The sources of funds described in this Section 4(a) shall be referred to

herein as "**Available Funds.**" Maker shall pay all Available Funds to Payee within thirty (30) days of receipt by Maker until such time as the Outstanding Principal Amount is reduced to zero.

(b) Maturity Date. Notwithstanding anything contained herein to the contrary, the Outstanding Principal Amount of this S/O Note shall be due and payable only from Available Funds without notice or demand on or prior to the date which is thirty (30) years from the date of this S/O Note ("**Maturity Date**"), and if not paid from Available Funds by the Maturity Date shall terminate whether paid in full or not, and in such event, this S/O Note shall terminate without further act of any person or concern.

(c) Scheduled Payments. Principal of and Default Interest, if any, on this S/O Note shall be paid within thirty (30) business days of receipt by Maker of the Available Funds described in Section 4(A), to the extent that Available Funds are available to pay the Outstanding Principal Amount of this S/O Note ("**Payment Date**").

(d) Lawful Money. Interest and principal shall be payable in lawful money of the United States.

5. Default.

(a) An "**Event of Default,**" subject to the following provisions hereof, shall occur hereunder (a) upon the failure of the Maker to pay all unpaid amounts due as herein provided to the extent of Available Funds, (b) upon the failure of Maker to pay, from and to the extent of Available Funds, any payment due hereunder within thirty (30) days of receipt by Maker of Available Funds when such payment is due, taking into account all applicable "Cure Periods." Subject to the herein specified Cure Periods, upon occurrence of any Event of Default asserted by Payee, Payee may declare a "**Default Interest**" to be applicable to the Outstanding Principal Amount at the rate of ten percent (10%) to be paid from Available Funds.

(b) Cure Period. No Default Interest shall be applicable unless Payee gives ten (10) calendar days prior written notice and Maker fails to remedy any asserted Default within thirty(30) calendar days after receiving such notice from Payee or disputes such asserted Default and has initiated arbitration thereof pursuant to Section 10 of the SFF/Agreement. During the period of such arbitration, not to exceed sixty (60) calendar days, unless extended by the designated arbitrator, in their discretion, the running of such thirty (30) calendar day period described above shall be tolled.

6. Prepayment. Maker may prepay all or any part of the unpaid Outstanding Principal Amount due hereunder, together with accrued interest, in whole or in part, at any time during the term hereof without premium, penalty or charge from Available Funds.

7. Costs of Collection. Maker promises to pay only from the Available Funds as described in the SFF/Agreement, (a) all costs and expenses of collection, including without limitation reasonable attorneys' fees, in the event this S/O Note or any portion of this S/O Note is placed in the hands of attorneys for collection is effected without suit; (b) reasonable attorneys' fees, as determined by the judge of the court, and all other costs, expenses and fees incurred by Payee in the event suit is instituted to collect this S/O Note or any portion of this S/O Note; and (c) all costs and expenses, including without limitation reasonable attorneys' fees and costs incurred in making

any appearances in any such proceeding or in seeking relief from any stay or injunction issued in or arising out of any such proceeding.

8. Crediting of Payments. All payments made under this S/O Note shall be credited first to Default Interest, if any, and second to the Outstanding Principal Amount.

9. Waiver of Notice, Etc. Maker waives diligence, grace, demand, presentment for payment, exhibition of this S/O Note, protest, notice of protest, notice of dishonor, notice of demand, notice of nonpayment, and any and all exemption rights after the indebtedness evidenced by this S/O Note, to the fullest extent permitted by applicable laws.

10. No Waiver by Payee. Delay or failure by Payee to exercise any power, option or election herein shall not constitute a waiver of the right to subsequently exercise such power or option or any other power, option or election herein given to Payee.

11. Notices. Except as otherwise provided herein, all notices or communications required or permitted hereunder shall be in writing to the respective parties as follows:

If to Payee: RMV PA2 Development, LLC
28811 Ortega Highway
San Juan Capistrano, CA 92675
Attention: Chief Financial Officer

and to:

Paskerian, Block, Martindale & Brinton LLC
16A Journey, Suite 200
Aliso Viejo, CA 92656
Attention: Devon W. Block

If to Maker: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attention: Deputy Superintendent,
Business and Support Services

and to:

Attention: _____

A notice or communication shall be effective on the date of personal delivery if personally delivered before 5:00 p.m., otherwise on the day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt) if transmitted before 5:00 p.m. on a normal business day, otherwise on the first business day following transmission; or on the day following delivery to the applicable overnight courier, if sent by overnight courier.

Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

12. Computation of Default Interest. The computation of and Default Interest, if any, hereunder shall be based on a year of three hundred sixty (360) days and a month of thirty (30) days. Notwithstanding any other provision of this S/O Note, if the the Default Rate shall exceed the maximum rate permitted by law, then such Interest Rate or Default Rate, as applicable, shall be reduced to the maximum rate permitted by law.

13. Assignment. This S/O Note may be assigned by Payee to any member of the Payee or affiliate of a member of the Payee provided Payee provides prior written notice to Maker of the name and address of the assignee. This S/O Note may not be assigned by Payee to an unrelated third party except with the prior written consent of the Maker. Subject to the foregoing, this Note may only be assigned in whole to a single assignee and no Payee may participate out interests in this S/O Note. This Note may not be assigned by the Maker without the written consent of the Payee.

14. Miscellaneous. This S/O Note shall be governed by and construed under the laws of the United States and the laws of the State of California. The use of the term "Maker" shall be deemed to include the successors and assigns of the undersigned, but only as to Available Funds thereof, as herein defined. Time is of the essence of the performance of each provision hereof. In the event that the final date for payment of any amount hereunder falls on a Saturday, Sunday or state or federal holiday, such payment may be made on the next succeeding business day. All payments due hereunder shall be sent to Payee at the address set forth above or to such other place as Payee or other legal holder of this S/O Note may designate in writing from time to time.

IN WITNESS WHEREOF, Maker has executed this S/O Note on the year and date first hereinabove set forth.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Deputy Superintendent
Business and Support Services

EXHIBIT TR
PRELIMINARY TITLE REPORT AND PLOTTED EASEMENTS



First American Title

First American Title Company

**1250 Corona Pointe Court, Suite 200
Corona, CA 92879**

Devon Block
Paskerian, Block, Martindale & Brinton LLP
16A Journey, Suite 100
Aliso Viejo, CA 92656-5377

Customer Reference:	CUSD School Site PA2.1
Order Number:	NHSC-5337209 (29)
Title Officer:	Hugo Tello
Phone:	(951)256-5883
Fax No.:	(866)782-3439
E-Mail:	htello@firstam.com
Buyer:	Capistrano Unified School District

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 04, 2016 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Owners Policy (2006)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

RMV PA2 DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment:	\$13,224.44, DUE
Penalty:	\$0.00
Second Installment:	\$13,224.44, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	82-381
A. P. No.:	755-301-37
3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District 2015-1 (Village of Escencia), as disclosed by Notice of Special Tax Lien recorded April 30, 2015 as Instrument No. 2015000224778 of Official Records.

The terms and provisions contained in the document entitled Amended Notice of Special Tax Lien recorded October 28, 2015 as Instrument No. 2015000560499 of Official Records.

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. The terms and provisions contained in the document entitled Rancho Mission Development Agreement executed by and between County of Orange, a political subdivision and DMB San Juan Investment North, LLC, a Delaware Limited Liability Company, RMV Middle Chiquita, LLC, a California Limited Liability Company, RMV Ranch House, LLC, a California Limited Liability Company, RMV Headquarters, LLC, a California Limited Liability Company, RMV San Juan Watershed, LLC, a California Limited Liability Company, RMV San Mateo Watershed, LLC, a California Limited Liability Company, and RMV Blind Canyon, LLC, a California Limited Liability Company recorded December 6, 2004 as Instrument No. [2004001082094](#) of Official Records.

The terms and provisions contained in the document entitled Assignment and Assumption Agreement recorded October 29, 2014 as Instrument No. [2014000440063](#) of Official Records.

6. The terms and provisions contained in the document entitled Notice of Settlement and Declaration of Restrictions recorded August 17, 2005 as Instrument No. [2005000648330](#) of Official Records.
7. The terms and provisions contained in the document entitled Secured Fire Protection Agreement executed by and between Orange County Fire Authority, a California joint powers authority and RMV Community Development, LLC, a California Limited Liability Company recorded April 4, 2007 as Instrument No. [2007000218114](#) of Official Records.
8. The terms and provisions contained in the document entitled Secured Fire Protection Agreement executed by and between Orange County Fire Authority, a California joint powers authority and RMV Community Development, LLC, a California Limited Liability Company recorded April 4, 2007 as Instrument No. [2007000218115](#) of Official Records.
9. The following matters shown or disclosed by the filed or recorded map of Tract No. 17561:
 - a. Lot 65 is designated "School site".
 - b. Tract No. 17561 is subject to the standards of the Ranch Plan Planned Community.
 - c. This development is subject to the conditions of approval for all of Vesting Tentative Tract No. 17561.
 - d. All new habitable structures shall be equipped with appropriate automatic fire sprinkler systems per Ranch Plan Fire Protection Program Exhibit 2, Section A, Condition of Approval No. 1, except as noted per the exceptions listed in the text of the condition.
 - e. At the time of map approval the lots shown on this map are in a high fire hazard area due to wildland exposure.
10. The terms and provisions contained in the document entitled Declaration of Restrictive Covenant (Subarea 2.1) recorded November 12, 2014 as Instrument No. [2014000486595](#) of Official Records.
11. The terms and provisions contained in the document entitled Declaration of Development Covenants, Conditions and Restrictions recorded November 12, 2014 as Instrument No. [2014000487628](#) of Official Records.

12. An easement for transmission and distribution of electricity and underground communication facilities and incidental purposes, recorded July 22, 2015 as Instrument No. [2015000379557](#) of Official Records.
In Favor of: San Diego Gas & Electric Company
Affects: as described therein
13. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

Prior to the issuance of any policy of title insurance, the Company will require:

14. With respect to RMV PA2 Development, LLC, a Delaware limited liability company:
 - a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Order Number: NHSC-5337209 (29)

Page Number: 6



First American Title

First American Title Company
1250 Corona Pointe Court, Suite 200
Corona, CA 92879
(951)256-5880
Fax - (909)476-2401

WIRE INSTRUCTIONS

for

**First American Title Company, Demand/ Draft Sub-Escrow Deposits
Riverside County, California**

First American Trust, FSB

5 First American Way
Santa Ana, CA 92707
Banking Services: (877) 600-9473

ABA 122241255

**Credit to First American Title Company
Account No. 3097840000**

Reference Title Order Number 5337209 and Title Officer Hugo Tello

Please wire the day before recording.

LEGAL DESCRIPTION

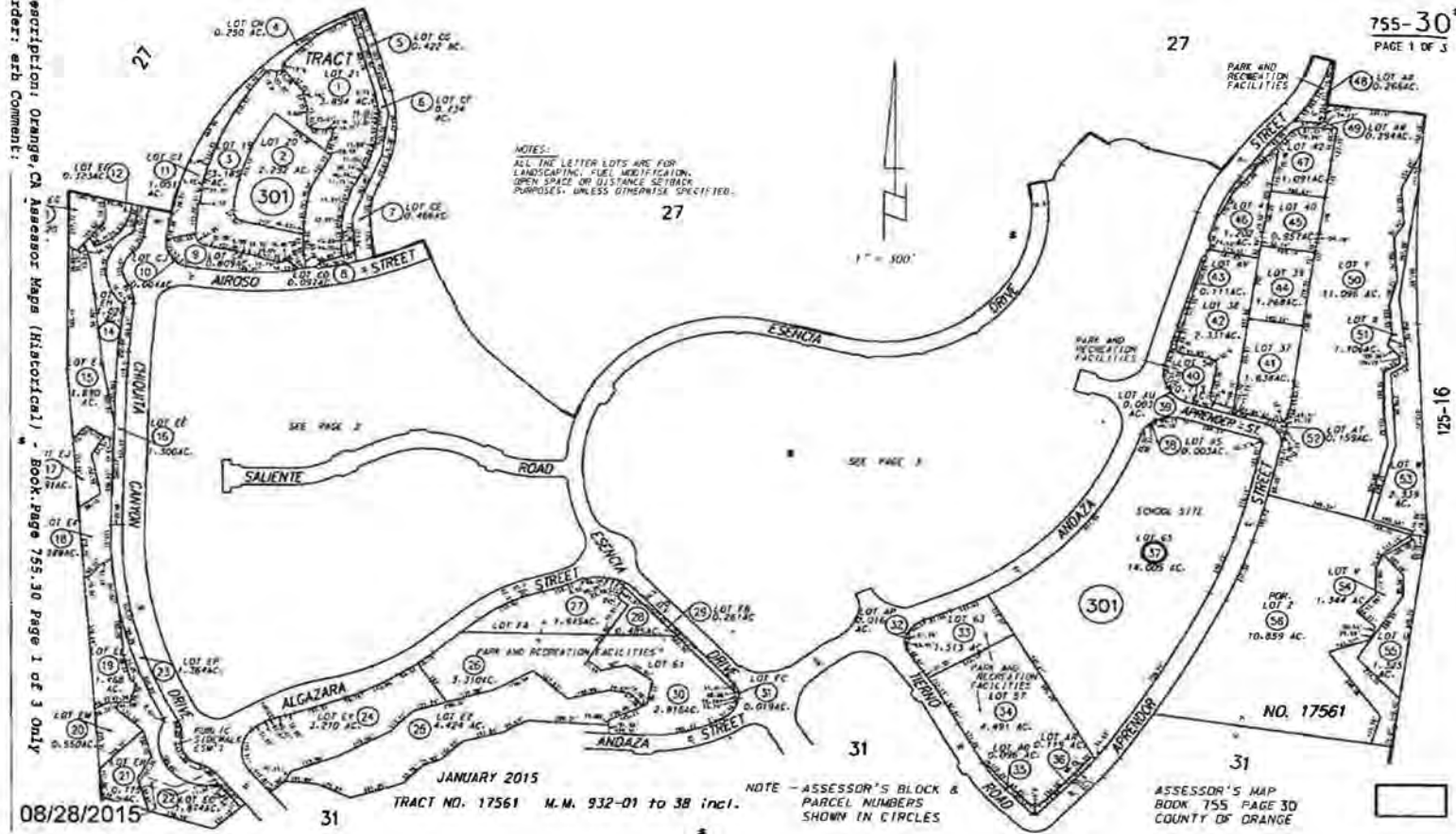
Real property in the unincorporated area, County of Orange, State of California, described as follows:

LOT 65 OF TRACT NO. 17561, IN THE UNINCORPORATED TERRITORY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 932, PAGES 1 TO 38, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY.

EXCEPTING ANY AND ALL RIPARIAN, APPROPRIATIVE, OVERLYING OR OTHER WATER AND WATER RIGHTS AND ANY AND ALL INTERESTS IN SUCH WATER, INCLUDING SURFACE WATER, SUBSURFACE UNDERFLOW, AND PERCOLATING GROUNDWATER APPURTENANT OR RELATING TO SAID LAND, CONVEYED TO RANCHO MISSION VIEJO MUTUAL WATER COMPANY, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION BY DEED OF WATER RIGHTS RECORDED APRIL 23, 2012 AS INSTRUMENT NO. 2012000230675 OF OFFICIAL RECORDS.

APN: 755-301-37

Description: Orange, CA Assessor Maps (Historical) - Book Page 755-30 Page 1 of 3 Only
 Order: ez8 Comment:



First American Title

Order Number: NHSC-5337209 (29)
 Page Number: 8

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public, records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

First American Title

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

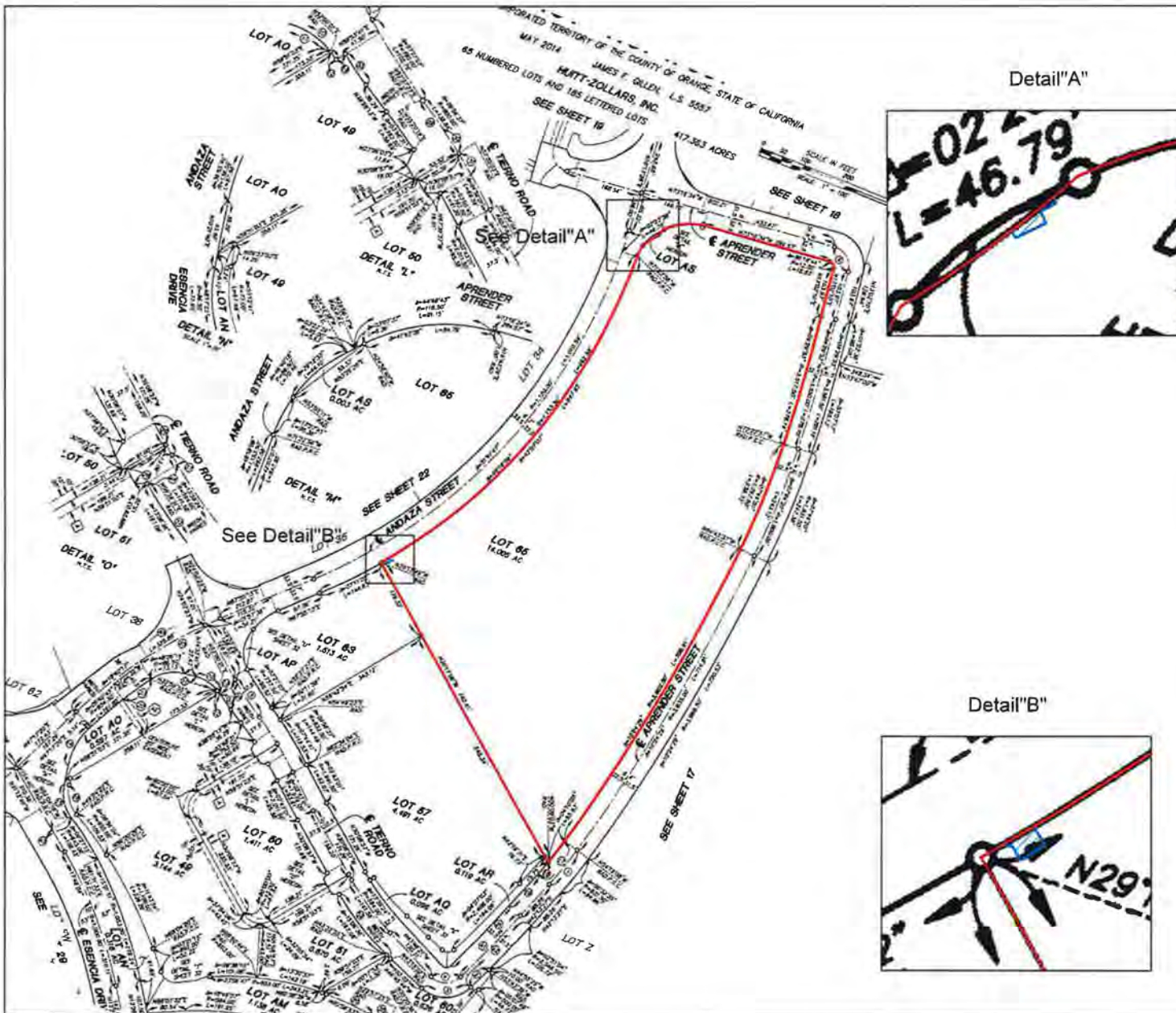
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



Detail "A"



Detail "B"



First American
Title Insurance Company

File No.: 5337209

Location: Orange County, CA

Legend



07/22/2015 #2015000379557
(Transmission And Distribution Of
Electricity And Underground
Communication Facilities)



NOT TO SCALE

This map may or may not be an accurate description or identification of the land and is not intended nor may be it relied upon as a survey of the land depicted hereon. This map is solely intended to provide orientation as to the general location of the parcel or parcels depicted herein. First American Title Company, its subsidiaries and affiliates, expressly disclaim any and all liability for all loss or damage which may result from reliance or use of this map.

SCHEDULE 1

PRE-APPROVED TITLE DOCUMENTS

1. Rancho Mission Viejo Development Agreement with the County of Orange recorded December 6, 2004 as Instrument No. 2004001082094.
2. Notice of Settlement and Declaration of Restrictions recorded August 17, 2005 as Instrument No. 2005000648330.
3. Secured Fire Protection Agreements with the Orange County Fire Authority recorded April 4, 2007 as Instrument Nos. 2007000218114 and 2007000218115.

EXHIBIT B

Grant Deed

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California 92675
Attn: Clark Hampton
Deputy Superintendent
Business and Support Services

(Space Above Line For Recorder's Use Only)

GRANT DEED

For valuable consideration, receipt of which is acknowledged, RMV PA2 Development, LLC, a Delaware limited liability company ("**Grantor**"), grants to CAPISTRANO UNIFIED SCHOOL DISTRICT ("**Grantee**") all that certain real property located in Orange County, California, and described on Exhibit A ("**Property**") attached hereto and by this reference incorporated herein.

1. **EXCEPTIONS AND RESERVATIONS FROM GRANT.** Grantor excepts from the grant of the Property (and reserves the right to assign or otherwise convey, grant, lease or license to any individuals and/or entities) the following:

(a) **Oil and Mineral Rights.** Without any right of surface entry, any and all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing that may be within or under the Parcel, together with the perpetual right of drilling, mining, exploring and operating therefore and storing in and removing the same from the Parcel or any other land, including the right to whipstock or directionally drill and mine from lands other than the Parcel, oil or gas wells and borings into, through or across the subsurface of the Parcel and to bottom such whipstocked or directionally drilled wells and borings under and beneath or beyond the exterior limits thereof, and to redrill, equip, maintain, repair, deepen and operate any such wells or mines; but without, however, the right to enter the Parcel or the right to drill, mine, store, explore or operate through the surface or the upper five hundred (500) feet of the subsurface of the Parcel.

(b) **Water Rights.** Any and all riparian, appropriative, overlying or other water and water rights and any and all interests in such water, including surface water, subsurface underflow, and percolating groundwater appurtenant or relating to the Property, such rights and interests having previously been granted by RMV Community Development, LLC, to the Rancho

Mission Viejo Mutual Water Company ("MWC") in the Deed of Water Rights recorded on April 23, 2012, as Instrument No. 2012000230676 of Official Records.

(c) Surface Runoff & Cross Lot Drainage. Mutual, nonexclusive easements in gross on, over and under the turfed sports field portion of the Property and the adjoining property for the purpose of accepting minimal surface runoff (including runoff of reclaimed or other water used for irrigation, and including any requirement of the County of Orange), provided such easement shall not interfere with, or impact Grantee's development and use of the Property.

(d) Construction Easement. Temporary construction and access easements over portions of the Property for the construction, installation (including the right to connect to existing facilities), for the installation of street, sidewalk, landscaping, electric, gas, cable, telephone, communication, technology-related, water, sewer, drainage and other utility facilities, storm drain facilities, and other facilities serving PA2; provided, however, that the construction and access easements shall automatically terminate upon completion of construction of improvements by Grantor on the Property.

(e) Irrigation Easement. Permanent, nonexclusive easements in gross over portions of the Property generally depicted on Exhibit C, in order to permit the construction, installation, use, repair, replacement and maintenance of water sprinkler and irrigation system lines, and associated equipment and facilities including electrical and telecommunication facilities; provided the specific location of such facilities within such easement area shall be subject to the reasonable determination of Grantor upon consultation with Grantee; provided, Grantee shall not construct any improvements within or otherwise improve any area subject to this easement without the prior consent of Grantor, which shall not be unreasonably withheld. This easement shall be subject to any then existing security policies of Grantee and law applicable to Grantee as a public school district.

(f) Signal Transmission. Nonexclusive easements in gross within and through the airspace above and within the Property for the transmission, receipt or distribution of audio, video and any other data signals requisite for the transmission of intelligence by electrical, light wave and/or radio frequencies; provided, neither the transmission, receipt or distribution of audio, video and any other data signals shall unreasonably interfere with Grantee's development or use of the Property.

2. COVENANT

(a) Grantee, for itself and on behalf of its successors and assigns, hereby declares, covenants and agrees that, to the fullest extent permitted by law, no Wireless Telecommunication Facilities shall be installed, located, maintained or permitted on or about the Property and/or the improvements constructed thereon, which serve the general public or are otherwise operated on a commercial, for-profit basis (or other similar basis in which Grantee receives economic benefits in exchange for permitting Wireless Telecommunication Facilities to be located on or about the Property and/or the improvements constructed thereon); provided, nothing contained herein shall restrict or preclude Grantee from installing, operating or using Wireless Telecommunication Facilities on or about the Property for Grantee's own, internal use and

enjoyment, or for School District communications to or from the Property. As used herein, **"Wireless Telecommunication Facilities"** shall mean improvements, equipment and facilities (including, but not limited to, tower cell sites, antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections) for (i) wireless telecommunications, (ii) wireless transfer of audio, video, data or any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iii) any other methods of communication and information transfer facilitated by means other than cables, wires, fiber optics or other such "hard-wired conduits, and (2) power generation serving the improvements, equipment and/or facilities described in subpart (1) of this sentence. The term **"Wireless Telecommunications Facilities"** shall be interpreted as broadly as possible and shall include relocated facilities, expansion of facilities and/or facilities used for any and all new technology that replaces the Wireless Telecommunications Facilities that are used when this Grant Deed is recorded. If there is a doubt as to whether an item fits within the definition of Wireless Telecommunications Facilities, the term is to be interpreted to include that item.

(b) The declaration, covenant and agreement set forth in Section 2(a) above (**"Covenant"**) shall benefit that certain real property owned by Grantor and described on Exhibit B attached hereto (**"Benefited Property"**). In the event that any portion of the Benefited Property is transferred by Grantor to a third party (each portion thereof so transferred is hereinafter referred to as a **"Transferred Parcel"**), the Covenant shall cease to benefit such Transferred Parcel unless Grantor expressly assigns to the transferee of the Transferred Parcel the benefits of all or a portion of the Covenant, either concurrently with conveyance of the Transferred Parcel or at any time thereafter, in either case, by a recorded assignment document executed by Grantor and specifically referencing this Covenant (and general references to appurtenances or rights related to the acquired land will not suffice). Any merger of Grantor with or into another entity or any acquisition of all or a portion of the equity of Grantor by a third party will not be deemed a transfer of the Benefited Property under this Section 2(b).

3. GRANTOR COVENANT

(a) Grantor, for itself and on behalf of its successors and assigns, as to any of the PA 1/PA 2 Property within 600 feet of the perimeter of the PA 2 School Site as described on Exhibit I hereto and depicted on Exhibit II to this Grant Deed (**"Reciprocal Wireless Banned Property"**), hereby declares, covenants and agrees that, to the fullest extent permitted by law, no Wireless Telecommunication Facilities shall be installed, located, maintained or permitted on or about the Reciprocal Wireless Banned Property and/or the improvements constructed thereon, which serve the general public or are otherwise operated on a commercial, for-profit basis (or other similar basis located thereon and/or the improvements constructed thereon). As used herein, **"Wireless Telecommunication Facilities"** shall mean improvements, equipment and facilities (including, but not limited to, tower cell sites, antennas, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections) for (i) wireless telecommunications, (ii) wireless transfer of audio, video, data or any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iii) any other methods of communication and information transfer facilitated by means other than cables, wires, fiber optics or other such "hard-wired conduits, and (2) power generation serving the improvements, equipment and/or facilities described in subpart (1) of this

sentence. The term “**Wireless Telecommunications Facilities**” shall be interpreted as broadly as possible and shall include relocated facilities, expansion of facilities and/or facilities used for any and all new technology that replaces the Wireless Telecommunications Facilities that are used when this Grant Deed is recorded. If there is a doubt as to whether an item fits within the definition of Wireless Telecommunications Facilities, the term is to be interpreted to include that item.

(b) The declaration, covenant and agreement set forth herein (“**Covenant**”) shall benefit that certain real property owned by Grantor and described on Exhibit A attached hereto (“**Benefited Property**”).

_____, 2017. IN WITNESS WHEREOF, Grantor has executed this Grant Deed on February

"Grantor"

RMV PA2 DEVELOPMENT, LLC,
a Delaware limited liability company

By: Rancho Mission Viejo, L.L.C.,
a Delaware limited liability company,
its authorized agent and manager

By: _____
Donald L. Vodra, President
- Chief Operating Officer

By: _____
Dan Kelly, Senior VP -
Corporate Communications and
Marketing

MAIL ALL TAX STATEMENT TO:
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California 92675
Attn: Clark Hampton,
Deputy Superintendent Business and Support Services

ACCEPTANCE:

Grantee hereby accepts this Grant Deed on the terms and conditions herein stated.

“Grantee”

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Deputy Superintendent
Business and Support Services

EXHIBIT A TO GRANT DEED

Legal Description of Property

All of the following described real property in the Unincorporated Territory of the County of Orange, State of California:

Lot 65 of Tract No. 17561 in the Unincorporated Territory of the County of Orange, State of California, as shown on a Map filed on October 27, 2014, in Book 932, Pages 1 through 38, inclusive, of Miscellaneous Maps, Records of Orange County, California.

APN: 755-301-37

EXHIBIT B TO GRANT DEED

Legal Description of Benefited Property

The real property situated in the County of Orange, State of California and described as:

Parcels 38, 39, 43, 44, 45, 72 through 77, inclusive, 83, 84, 85, 96, 97, 98, 102, 103, 114 through 119, inclusive, 125, 126, 133, 138, 143, 144, and 145 of Certificate of Compliance CC 2001-01, in the Unincorporated Territory of the County of Orange, State of California, recorded July 26, 2001 as Instrument No. 20010508635 of Official Records, in the office of the County Recorder of said County.

Together with, Parcels 1 through 91, inclusive, of Certificate of Compliance CC 2010-01, in said Unincorporated Territory, recorded December 22, 2010 as Instrument No. 2010000690527 of said Official Records.

Together with, Parcels 1 through 128, inclusive, of Certificate of Compliance CC 2011-01, in said Unincorporated Territory, recorded December 27, 2011 as Instrument No. 2011000677171 of said Official Records.

Together with, Parcel 1 of Certificate of Compliance CC 2004-096, in the City of San Clemente, in said County, recorded December 21, 2004 as Instrument No. 2004001130448 of said Official Records.

Together with, Parcel 2 and portions of Parcels 3 and 4 of Certificate of Compliance CC 87-06, in said Unincorporated Territory, recorded August 7, 1987 as Instrument No. 87-449971 of said Official Records.

Together with, Parcel C of Lot Line Adjustment LL 2002-160, in said Unincorporated Territory, recorded July 9, 2003 as Instrument No. 2003000800031 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2003-004, in said Unincorporated Territory, recorded March 19, 2003 as Instrument No. 20030294469 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2004-027, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809240 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-028, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809243 of said Official Records.

Together with, Parcel 2 of Lot Line Adjustment LL 2004-029, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809246 of said Official Records.

Together with, Parcels 2 and 3 of Lot Line Adjustment LL 2004-030, in said Unincorporated Territory, recorded September 7, 2004 as Instrument No. 2004000809251 of said Official Records.

Together with, Parcel 1 of Lot Line Adjustment LL 2004-039, in said Unincorporated Territory, recorded October 21, 2004 as Instrument No. 2004000951825 of said Official Records.

Together with, Parcels 1, 2 and 3 of Lot Line Adjustment LL 2007-002, in said Unincorporated Territory, recorded June 22, 2007 as Instrument No. 2007000398904 of said Official Records.

Together with, Parcel 2, in said Unincorporated Territory, as shown on the map filed in Book 90, Pages 23 through 27, inclusive, of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 93-159, in said Unincorporated Territory, as shown on the map filed in Book 280, Pages 49 and 50 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 94-153, in said Unincorporated Territory, as shown on the map filed in Book 287, Pages 9 and 10 of Parcel Maps, in the office of said County Recorder.

Together with, Parcel 1 of Parcel Map 95-161, in said Unincorporated Territory, as shown on the map filed in Book 296, Pages 11 and 12 of Parcel Maps, in the office of said County Recorder.

Together with, That land deeded to Last Round Up, Inc., by Grant Deed recorded September 4, 1987 as Instrument No. 87-504837 of said Official Records, in the office of said County Recorder.

Together with, That land deeded to Ortega Rock Land LLC, Inc., by Grant Deed recorded March 7, 2003 as Instrument No. 2003000254085 of said Official Records, in the office of said County Recorder.

Together with, Those portions of Section 24, Township 8 South, Range 7 West, of Rancho Mission Viejo, as shown on the map sectionizing Rancho Mission Viejo, in said Unincorporated Territory, filed in Book 9, Pages 15 through 22, inclusive, of Record of Surveys, in the office of said County Recorder, described as follows:

Bounded Southerly by the Northerly line of Parcel 56 of said Certificate of Compliance CC 2010-01, bounded Easterly by the Southwesterly line of Parcel 55 of said Certificate of Compliance, bounded Northerly by the Southerly line of Parcel 31 of said Certificate of Compliance and bounded Westerly and Northwesterly by the Southeasterly line of Parcel 2 of said Lot Line Adjustment LL 2004-030.

Bounded Easterly by the Westerly lines of Parcels 56 and 57 of said Certificate of Compliance CC 2010-01, and bounded Westerly and Southerly by the general Easterly line of Parcel 5, as shown said Certificate of Compliance No. CC 87-06.

EXHIBIT C TO GRANT DEED

Depiction of Irrigation Easement Reservation

STATE OF CALIFORNIA)
)
COUNTY OF _____)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____ (Seal) _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

WITNESS my hand and official seal.

Signature _____ (Seal)

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00018836**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "**Agreement**"), is made as of this **December 6, 2016** ("**Effective Date**"), by and between Capistrano Unified School District ("**Client**") and the College Board (the "**College Board**").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "**Deliverables**") in accordance with the applicable schedules, which outline the Deliverables hereunder ("**Schedule**"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of December 6, 2016 and, unless sooner terminated as provided herein, will expire on June 30, 2017 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2016-2017 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is

exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not

limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

With a copy to
Legal Department

To Client:
Marc Patterson
Executive Director of Secondary
Curriculum and Instruction
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Tel: (949) 234-5320
mbpatterson@capousd.org

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

CAPISTRANO UNIFIED SCHOOL DISTRICT

THE COLLEGE BOARD

Signature

Marc Patterson

Name

Assistant Superintendent, Secondary

Title

12/09/2016

Date

Signature

Name

Title

Date

**COLLEGE READINESS PROFESSIONAL DEVELOPMENT
SCHEDULE****I. PROFESSIONAL DEVELOPMENT WORKSHOP AND MATERIALS**

The College Board shall furnish the below referenced professional development workshop(s) for a period indicated below, which is mutually selected, agreed upon, and scheduled by the College Board and Client. During each workshop, the College Board will provide Client's officials, teachers and administrators with instructional strategies, technical training, and associated support. At each workshop the College Board will provide each participant with one copy of the instructional materials. The Client's officials, teachers and administrators shall not exceed 30 participants per presenter per workshop.

Workshop Name	Start Date	End Date	Workshop Fee
Pre-AP: Effective Thinking Strategies for All Students	5/1/2017	5/30/2017	\$4,500

The workshop fee does not cover the following costs associated with the workshop: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or transportation expenses. Client shall be responsible for and pay directly the costs not covered by the fee.

III. FEES

The total fees for the Professional Development Workshops shall be \$4,500.

III. TERMS AND CONDITIONS

Workshop Cancellation and Rescheduling. The College Board shall make the workshops available to Client at the dates and times set forth in the Schedule. In the event that Client wishes to cancel or reschedule a workshop, Client shall notify the College Board in writing no later than thirty (30) days prior to the first day of the workshop. Client Shall notify the College Board in writing of their intent to cancel or reschedule a workshop. If the Client notifies the College Board less than thirty (30) days prior to the first day of the workshop, Client agrees to pay the College Board the following cancellation fees:

Date of Notice	Cancellation	Reschedule
0-14 days prior to event	50% of workshop fee	\$1,000
15-30 days prior to event	25% of workshop fee	\$500

Client shall pay cancellation or rescheduling fees within thirty (30) days of issuance of invoice from the College Board to Client. Such fee shall not apply to any cancellations or rescheduling caused by a Force Majeure event.

A black and white photograph of a classroom. In the foreground, a student's hand is raised high, palm facing forward. In the background, other students are visible, some with their hands raised, suggesting an interactive learning environment. The image is slightly blurred, focusing on the hand in the foreground.

HANOVER RESEARCH RESEARCH PROPOSAL CAPISTRANO USD

Contact:

Michael Leshner

Managing Director, K-12 Education

mleshner@hanoverresearch.com

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K-12 EDUCATION PRACTICE

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Overview

MODEL

Hanover Research's K-12 Education Practice serves over 325 local school districts, regional education agencies, independent schools, state education agencies, and educational service providers across the United States, aiding these clients in the achievement of academic and operational objectives.

Our model encourages and supports long-term, data-driven planning and solutions. For a fixed annual fee, clients may request research projects that are completed consecutively, drawing from a variety of research capabilities. Custom work is completed in a sequential fashion; however, clients may submit research requests at any time. Further questions that arise from initial projects may be pursued on demand, at no additional cost, providing access a full scope of work to support a client's strategic vision.

In addition to our full scope of custom research solutions, client organizations have unlimited access to an online archive of 875+ educational research reports on a myriad of topics. No other education research firm provides the breadth of research solutions or the level of project customization offered by Hanover Research.

RESEARCH SOLUTIONS & TIMELINES FOR DELIVERY

- ❖ **Quantitative and Qualitative Data Analysis (8-10 weeks)** — program evaluation; descriptive statistics; strategic plan progress-monitoring; coding and segmentation
- ❖ **Primary Research/Stakeholder Feedback (6-10 weeks)** — survey design, administration and analysis; in-depth interviews
- ❖ **Secondary Research (4-6 weeks)** — best practices; industry news and updates; trend forecasting; literature review; vendor profiling
- ❖ **Peer Benchmarking (6-12 weeks)** — profiling of peer- or aspirant- districts on topics as diverse as organizational structure, staffing, compensation, program implementation, and common practices

AREAS FOR COLLABORATION

The following is an outline of research projects for Capistrano Unified School District (CUSD) that reflects ongoing and planned project work in areas related to language immersion and gifted and talented education (GATE). Final project direction and timelines will be based on future conference calls between CUSD and Hanover Research, as this is not a binding scope of work or an exhaustive set of projects.

❖ Immersion Program Studies

- **Data Analysis:** Hanover is currently collecting, reviewing, and analyzing data on the district's immersion programs (Spanish and Mandarin) and producing a report focusing on historical trends in demographics, language proficiency, student performance, and attrition. The report will help CUSD clearly communicate regarding its immersion programs and identify areas of differentiated need.
- **Qualitative Feedback Survey:** Hanover will design, administer, and analyze the results of a survey to gauge stakeholder perceptions of strengths, development areas, and other perceptions of the district's immersion programs. The survey will lend insights into the fidelity of implementation of the programs and identify areas for improved communication and service.

❖ Gifted and Talented Education (GATE) Studies

- **Literature Review:** Hanover may conduct a literature review focused on effective instructional models for gifted education, equitable and effective methods of gifted student identification, and other topics of interest to CUSD. The review would gather information from academic research studies, trusted policy organizations, and groups focused on gifted student education. It may also consider a review of California's requirements related to gifted education in light of recent policy developments.
- **Benchmarking:** Hanover can compare policies and structures in place at CUSD with similar structures at other school districts in the region and/or peer or aspirant districts in other areas of the country. Potential areas of focus include assessment and identification practices, course alignment, and service models.
- **Data Analysis:** Hanover can analyze student data to compare GATE students to other high-performing non-GATE students, review the student demographic composition of the program for equity in response to policy changes, and provide feedback on the historical performance of GATE students in the district. Key variables analyzed may include SBAC performance, GPA in advanced courses, or SAT/ACT performance.
- **Survey/Focus Groups:** Hanover may conduct focus groups or survey research with stakeholder to gather feedback on recent changes to the GATE program, incorporate their voice into planning and improvement efforts, and capture other qualitative insights from GATE and non-GATE stakeholders.

Hanover will conduct one research study at a time per engagement, known as a "queue" of sequential projects. Clients may submit research requests at any time, and may modify the sequence of remaining projects in a queue based on the findings of previous research or as more immediate needs arise.

In addition to receiving customized work, CUSD may draw from Hanover's Online Education Library which contains over 875 reports on research-based practices related to topics in K-12 education such as special education; English language development; gifted and talented education; operational efficiencies; professional development; mental health; college & career readiness; technology integration; and behavioral supports, among others.

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SAMPLE LIBRARY CONTENT AVAILABLE TO CLIENTS:

Technology Integration

Professional Development for Technology Integration
Digital Content in the Classroom
Evaluating 1:1 Device Programs in Elementary and Middle Schools

College & Career Readiness

Guidance Services to Increase Graduation Rates
Postsecondary Opportunity Programs – Models & Outcomes
Best Practices in K-12 College & Career Readiness

English Literacy

Effectiveness of READ 180 & Alternative Reading Programs
Best Practices in K-3 Reading Instruction and Interventions
Review of Literacy Progress Monitoring Tools

Mathematics Curriculum

Supporting and Integrated Mathematics Curriculum
Universal Math Screeners in Elementary School
Best Practices in Math Interventions & Program Profiles

Stakeholder Engagement

Strategies for Increasing Parental Involvement
Parental Engagement in Career & Technical Education
Best Practices in Family & Community Engagement

Student Wellbeing

Best Practices in Coordinating School-Based Mental Health Care
High School Stress & Extra Curricular Activities
Best Practices in Bullying Preventions and Responses

School Climate

Strategies to Promote Connectedness in High School
Best Practices in Assessing School District Customer Service
School Climate, Implementation, & Academic Achievement

Special Education

Best Practices in Special Education Delivery and Interventions
Providing ELL Students with Special Education
Best Practices for Special Education Administration

Early Childhood Education

Long Term Impacts of Full Day Kindergarten
Pre-Kindergarten Foreign Language Instruction
Early Childhood Indicators and Family Engagement

Professional Development

Research-Based Professional Development Programs
Measuring Teacher Engagement
Best Practices in Developing Campus Leaders

Student Engagement & Achievement

Impact of Teacher Mentoring on Student Achievement
Class Size & Student Achievement
The Impact & Effectiveness of Student Attendance Policies

Scheduling

Optimal Scheduling for Secondary School Students
Implementing Block Scheduling & Team Teaching
Best Practices in Middle School Scheduling

Multi-Tiered Support Systems

Equitable Discipline through PBIS
Best Practices in Multi-Tiered Support Systems
RTI Assessment Tools and Practices

English Language Learners

Review of Research on English Learners
Best Practices in Inclusive Instruction for English Learners
Best Practices in School Climate & Support Services for ELLs

Leadership

Best Practices for Developing Campus Leaders
Best Practices in Superintendent Transitions
Principal Leadership in Turnaround Schools

Operations

Best Practices in School District Facilities and Maintenance
Practices for Anticipating District Growth
Building Re-Design and Student Achievement

Client Services Agreement

Date of Agreement: November 21, 2016

The Hanover Research Council LLC ("Hanover") is pleased to provide Capistrano Unified School District ("Client") the Research Services as described below:

1. Agreement Term

Effective Date: February 26, 2017

End Date: August 25, 2017

2. Term

This agreement ("Agreement") with Hanover runs for a subscription period from the Effective Date to the End Date (the "Term"). During the Term of this Agreement, Client will be able to access the research services provided by Hanover (the "Research Services") in accordance with the terms and conditions set forth below. Client will have the authority to request Research Services on any topic throughout the Term within the confines of one (1) sequential queue(s), i.e., Hanover will work on one (1) Research Services project at a time. Client understands and agrees that this Agreement may not be terminated during the Term, except as may otherwise be set forth in this Agreement. Either party may terminate this Agreement should the other party materially breach the terms and conditions of this Agreement, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing.

3. Research Services

All Research Services are available to Client on a subscription basis within the confines of a sequential research workflow queue, in that Hanover will perform up to one (1) Research Services project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided by Client and any other information anticipated to be relevant to the proposed project. The parties will negotiate in good faith and agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover will not be responsible for any delay in timelines due to (i) Client's modification of a project's goals or proposed Deliverables, (ii) Client's delay in providing relevant materials or responses or (iii) in the provision of any third party materials with respect to the Research Services.

Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or Tableau formats. Client also has full access to phone based consultations with a Hanover account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and future projects.

The Research Services may include Client's access to Hanover's research library (the "Research Library") on the Client Portal (as defined below). The Research Library uses Hanover's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Client as well to assist in idea generation for new research. If Client's agreement with Hanover includes access to the Research Library, then Client understands and agrees that any reports provided by Hanover to Client under this Agreement may be used by Hanover for distribution through the Research Library, so long as Hanover appropriately deidentifies and/or anonymizes any Confidential Information of Client.

The Research Services may also include Client's access to Hanover's client portal (the "Client Portal"). Apart from the Deliverables under this Agreement (as defined below), any such use of the Client Portal by Client or its representatives is governed by the Client Portal Terms of Use (<http://www.hanoverresearch.com/terms-of-use/>) and Hanover's privacy policy (<http://www.hanoverresearch.com/privacy-policy/>), which may be updated from time to time.

4. Intellectual Property Rights

Hanover acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services under this Agreement (the "Deliverables"), except as may otherwise be set forth in this Section 4. Hanover Deliverables may consist of publications, surveys, data, reports, and other Hanover information and services that are custom commissioned by and for Client. In order for Hanover to provide to Client certain syndicated products, materials and information ("Syndicated Materials"), Hanover retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information created or developed by Hanover in the service of this Agreement, so long as Hanover does not repurpose or use any Confidential Information of Client. Client acknowledges and agrees that Hanover owns all intellectual property rights in the methodologies, processes or trade secrets used by Hanover to create the Deliverables and Research Services ("Hanover IP"). Hanover grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover IP for its internal business purposes solely to the extent contained within the Deliverables. Client may not modify, reverse engineer or use the Hanover IP in any way to provide services that would be in competition with the Research Services. Deliverables may also contain third party data or materials, which Hanover may not convey ownership of to Client, but rather a license. Hanover or its third party provider may transfer or sublicense to Client usage rights, subject to any restrictions conveyed by Hanover or such third party provider to Client, and Client agrees to comply with any such restrictions. Client also acknowledges and agrees that it will not own any publicly sourced information contained within the Deliverables, but that it may use such information in accordance with applicable law, including fair use under Section 107 of the Copyright Act. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the terms of this Agreement and so long as such Deliverables are unmodified and attributed to Hanover. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way.

If Client's agreement with Hanover includes Syndicated Materials provided by Hanover (including any Syndicated Materials on the Client Portal), Client agrees that it will not distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover's prior written consent.

5. Service Fees, Invoicing & Additional Services

The fee payable by Client for the Term is \$25,000 (the "Service Fee"). Client agrees to pay the Service Fee in accordance with the below invoicing schedule and net 30 days from receipt of an accurate invoice. Failure to pay promptly may result in project postponement.

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Invoice: February 26, 2017 - \$25,000

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. In the event such incidental costs are required to complete a project for Client, Hanover will discuss the details with Client and obtain written approval prior to engaging in those Additional Services. Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than \$5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

6. Warranties; Liabilities

Hanover hereby warrants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover and its licensees. Client must provide prompt notice of such claim to Hanover. Client agrees to indemnify and hold Hanover harmless against any and all claims that any materials provided by Client infringe the intellectual property or privacy rights of a third party, provided that Hanover provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, HANOVER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE RESEARCH SERVICES. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT HANOVER'S OPTION EITHER: (1) REPERFORMANCE OF THE DEFECTIVE RESEARCH SERVICES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE RESEARCH SERVICES. CLIENT AND HANOVER BOTH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER THIS AGREEMENT. CLIENT AND HANOVER ALSO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN ANY EVENT FOR AN AMOUNT GREATER THAN THE CURRENT YEAR'S SERVICE FEE UNDER THIS AGREEMENT.

7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of this Agreement, certain Confidential Information of the parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under this Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information.

If Hanover has access to student records in connection with the Research Services, Hanover agrees to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and all requirements imposed by FERPA or pursuant

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to regulation of the Department of Education with respect to the privacy of student information. The provisions of FERPA include, but are not limited to, ensuring that: (i) no identification of students or their parent/guardians by persons other than representatives of Hanover is permitted; (ii) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (iii) no access to individual student data shall be granted by Hanover to any other person, persons, agency or organization without the written consent of Client, except for sharing with other representatives of either Client or Hanover so long as those persons have a legitimate interest in the information. Hanover recognizes and agrees that such access will be extended by Client in reliance on representations made in this assurance, and that Client shall have a right of revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Hanover.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

8. Records and Audit

Hanover will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services, and will provide such records to Client upon reasonable request for audit and review in accordance with applicable law.

9. Governing Law

This Agreement shall be governed by the laws of the State of California.

10. Confirmation

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Services Agreement.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover or Client's assets as a successor to the business.

Signature:

Date:

Name:

Title:

THE HANOVER RESEARCH COUNCIL LLC

4401 Wilson Boulevard, 4th Floor

Arlington, VA 22203

Signature:

Date:

Name:

Title:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

2 CAPISTRANO UNIFIED SCHOOL DISTRICT
3 CALIFORNIA STATE PRESCHOOL PROGRAM (CSSP)
4 QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) BLOCK GRANT
5 SERVICE AGREEMENT

6 This AGREEMENT is hereby entered into this 1st day of July,
7 2016, by and between the Orange County Superintendent of Schools,
8 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
9 referred to as SUPERINTENDENT, and Capistrano Unified School
10 District, 33122 Valle Road, San Juan Capistrano, California 92675,
11 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
12 shall be collectively referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with
15 the State of California, hereinafter referred to as STATE, which is
16 administered by the California Department of Education for the
17 administration of the California State Preschool Program Quality
18 Rating and Improvement System Block Grant, for the Early Education
19 and Support Services, hereinafter referred to as PROGRAM; and

20 WHEREAS, SUPERINTENDENT has been awarded grant funds from the
21 California Department Education to conduct the Quality Rating
22 and Improvement System (QRIS) for continuous quality
23 improvement of early education programs based on a tiered
24 rating structure with progressively higher quality standards
25 for each tier that provides supports and incentives for
programs, teachers, and administrators to reach higher levels
of quality, monitors and evaluates the impacts on child

1 outcomes, and disseminates information to parents and the
2 public about program quality; and

3 WHEREAS, SUPERINTENDENT will serve as the Lead Education
4 Agency and Fiscal Agent for the State funds received under the
5 2016/2017 California State Preschool Program (CSPP) Quality Rating
6 and Improvement System (QRIS) Block Grant;

7 WHEREAS, the Quality Rating and Improvement System Block
8 Grant requires SUPERINTENDENT to allocate a portion of the grant
9 funds to California State Preschool Program (CSPP) grant contract
10 holders; and

11 WHEREAS, DISTRICT is specially trained, experienced and
12 competent to perform the services required and is agreeable to the
13 rendering of such services according to the terms and conditions
14 hereinafter set forth;

15 NOW, THEREFORE, the Parties hereby agree as follows:

16 1.0 TERM. The term of this AGREEMENT shall commence on July 1,
17 2016, and terminate on June 30, 2017, subject to earlier
18 termination as set forth in this AGREEMENT, provided, however,
19 DISTRICT shall be obligated to perform such duties as would
20 normally extend beyond this term including, but not limited to,
21 obligations with respect to indemnification, audits, reporting, and
22 accounting.

23 2.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
24 independent contractor to perform the described work upon the terms
25 and conditions hereinafter set forth. DISTRICT shall meet all of
the contractual requirements listed herein and shall provide all

1 labor, materials, supplies, and equipment necessary to fully
2 perform all responsibilities required by this AGREEMENT and
3 specifically described in Exhibit "A", QRIS Block Grant 2016-17
4 Orange County Local Block Grant Application, which is attached
5 hereto and incorporated herein by this reference to this AGREEMENT.

6 3.0 ALLOCATION OF FUNDS.

7 A. SUPERINTENDENT agrees to pay DISTRICT a total maximum
8 obligation not to exceed One hundred fifteen thousand seventy-five
9 dollars (\$115,075.00). Payment of the total dollar amount shall be
10 made in advance upon receipt of a fully executed AGREEMENT. Payment
11 shall be mailed to: Capistrano Unified School District, 33122 Valle
12 Road, San Juan Capistrano, California 92675, or at such other place
13 as DISTRICT may designate in writing. DISTRICT shall be responsible
14 for ensuring that DISTRICT shall adhere to the guidelines as
15 mandated by the FY 2016-17 California Department of Education
16 Attendance and Fiscal Reporting and Reimbursement Procedures for
17 Child Development Contracts for the fiscal years after Fiscal Year
18 2016-2017 until the grant funds described in this AGREEMENT are
19 completely spent.

20 B. Expenditures by DISTRICT shall be made pursuant to the
21 guidelines as described in the FY 2016-17 California Department of
22 Education Attendance and Fiscal Reporting and Reimbursement
23 Procedures for Child Development Contracts, which shall be
24 referenced herein to this AGREEMENT.

25 C. The California Department of Education shall provide to
DISTRICT a copy of the California Department of Education's CDFS

1 8501 Form, which is attached as Exhibit "B" and referenced herein,
2 to complete and return to the California Department of Education.
3 DISTRICT shall submit a copy of the completed CDFS 8501 Form within
4 ten (10) business days from the date of mailing to the California
5 Department of Education to SUPERINTENDENT'S designated
6 representative. DISTRICT shall submit a copy of Page 4 of the CDFS
7 8501 Form regarding Supplemental funds, for each quarterly period
8 from October 1, 2016 to June 30, 2017, to SUPERINTENDENT'S
9 designated representative:

10 Shannon Anderson
11 Senior Project Accountant
12 Orange County Department of Education
P. O. Box 9050
Costa Mesa, California 92628-9050

13 Telephone: (714)966-4074
14 Email: sanderson@ocde.us

15 D. DISTRICT shall complete the CSPP QRIS Block Grant
16 Reporting Form 3, which is attached as Exhibit "C" and referenced
17 herein, for each 2nd and 4th quarter period from July 1, 2016 to
18 June 30, 2017. Report all expenditures in each of the relevant
19 categories. In any of the columns where expenses are entered in the
20 column marked "OTHER", specify the specific item within the "Other"
21 column. Expenditures for Fiscal Year 2016/2017 Block Grant funds
22 and any Fiscal Year 2014/2015 and/or Fiscal Year 2015/2016 Block
23 Grant funds that have rolled over to Fiscal Year 2016/2017 should
24 be included. DISTRICT shall submit copies of CSPP QRIS Block Grant
Reporting Form 3 to SUPERINTENDENT'S designated representative:

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1 Shannon Anderson
2 Senior Project Accountant
3 Orange County Department of Education
4 P. O. Box 9050
5 Costa Mesa, California 92628-9050
6 Telephone: (714)966-4074
7 Email: sanderson@ocde.us

8 E. If the California Department of Education does not request
9 the return of any unspent grant award monies paid to the DISTRICT,
10 expenditures by DISTRICT shall be made pursuant to the guidelines
11 as described in the California Department of Education, Attendance
12 and Fiscal Reporting and Reimbursement Procedures for Child
13 Development Contracts, as referenced herein to this AGREEMENT.
14 DISTRICT shall continue to report funds that roll over to
15 subsequent fiscal years as they are spent, utilizing the Block
16 Grant reporting requirements as described in this AGREEMENT or
17 until such time as the QRIS Preschool Block Grant is discontinued
18 by the California Department of Education.

19 F. All billings to SUPERINTENDENT shall be supported, at
20 DISTRICT'S facility, by source documentation including, but not
21 limited to, ledgers, journals, time sheets, invoices, bank
22 statements, cancelled checks, receipts, receiving records, and
23 records of services provided.

24 G. DISTRICT shall not claim reimbursement for services
25 provided beyond the expiration and/or termination of this
AGREEMENT.

H. The obligation of SUPERINTENDENT under this AGREEMENT is
contingent upon the availability of funds furnished by the State of
California Department of Education. In the event that such funding

1 is terminated or reduced, this AGREEMENT may be terminated, and
2 SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a
3 pro-rated amount of funding actually received by the SUPERINTENDENT
4 under the grant. SUPERINTENDENT shall provide DISTRICT written
5 notification of such termination. Notice shall be deemed given
6 when received by the DISTRICT or no later than three (3) days after
7 the day of mailing, whichever is sooner.

8 4.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
9 AGREEMENT, is and at all times to be an independent contractor and
10 shall be wholly responsible for the manner in which the services
11 required by the terms of this AGREEMENT are performed. Nothing
12 herein contained shall be construed as creating the relationship of
13 employer and employee, or principal and agent, between
14 SUPERINTENDENT and DISTRICT. DISTRICT assumes the responsibility
15 for the acts of its employees or agents as they relate to the
16 services to be provided. DISTRICT, its officers, agents and
17 employees, shall not be entitled to any rights, and/or privileges
18 of SUPERINTENDENT'S employees and shall not be considered in any
19 manner to be SUPERINTENDENT'S employees.

20 5.0 AUDIT AND RECORD RETENTION.

21 5.1 DISTRICT shall maintain books, records, documents, and
22 other evidence, accounting procedures and practices, sufficient to
23 properly reflect all direct and indirect costs of whatever nature
24 claimed to have been incurred in the performance of this AGREEMENT,
25 including any matching costs and expenses. The foregoing
constitutes "records" for the purpose of this provision.

1 5.2 DISTRICT agrees to maintain and preserve such records for
2 five (5) years after the termination of the AGREEMENT. DISTRICT
3 agrees to permit the SUPERINTENDENT, the California Department of
4 Education or any duly authorized representative, to have access to,
5 examine or audit any pertinent books, documents, papers and records
6 related to this AGREEMENT and to allow interviews of any employees
7 who might reasonably have information related to such records or
8 for a longer period as is required by applicable statute or by any
9 other provision of this AGREEMENT.

10 5.3 DISTRICT agrees to comply with any reasonable request
11 for access to its records related to this AGREEMENT and such
12 records shall be made available for examination and audit by any
13 duly authorized representative of SUPERINTENDENT and/or
14 California Department of Education. DISTRICT shall allow interviews
15 of any employee(s) who might reasonably have information related to
16 such records.

17 6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
18 that all matters produced under this AGREEMENT shall become the
19 property of SUPERINTENDENT and cannot be used without
20 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
21 have all right, title and interest in said matters, including the
22 right to secure and maintain the copyright, trademark and/or patent
23 of said matter in the name of the SUPERINTENDENT.

24 7.0 HOLD HARMLESS.

25 7.1 SUPERINTENDENT hereby agrees to indemnify, defend, and
hold harmless DISTRICT, its Governing Board, officers, agents, and

1 employees from liability and claims of liability for bodily injury,
2 personal injury, sickness, disease, or death of any person or
3 persons, or damage to any property, real personal, tangible or
4 intangible, arising out of the negligent acts or omissions of
5 employees, agents or officers of SUPERINTENDENT or the Orange
6 County Board of Education during the period of this AGREEMENT.

7 7.2 DISTRICT hereby agrees to indemnify, defend, and hold
8 harmless SUPERINTENDENT, the Orange County Board of Education, and
9 its officers, agents, and employees from liability and claims of
10 liability for bodily injury, personal injury, sickness, disease, or
11 death of any person or persons, or damage to any property, real,
12 personal, tangible or intangible, arising out of the negligent acts
13 or omissions of employees, agents or officers of DISTRICT during
14 the period of this AGREEMENT.

15 8.0 INSURANCE. Each party shall maintain its own comprehensive
16 insurance coverage to protect the Parties against liability or
17 claims of liability which may arise out of this AGREEMENT. Each
18 party will provide a copy of its certificate of insurance
19 evidencing all coverages and endorsements upon written request of
20 the other party.

21 9.0 NON-DISCRIMINATION.

22 9.1 SUPERINTENDENT and DISTRICT agree that they will not
23 engage in unlawful discrimination because of race, color, religious
24 creed, national origin, physical or mental handicap, disability,
25 age, sex or status as a disabled veteran or veteran of the Vietnam
era of such persons.

1 9.2 SUPERINTENDENT and DISTRICT shall comply with all
2 provision of and furnish all information and reports required by
3 the federal rules, regulations, and relevant orders governing Equal
4 Employment Opportunity.

5 10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply
6 with all federal, state and local laws, rules and regulations and
7 ordinances that are now or may result in the future become
8 applicable to SUPERINTENDENT or DISTRICT'S business, equipment and
9 personnel engaged in operations covered by this AGREEMENT or
10 occurring out of the performance of such operations.

11 11.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
12 performance of any of the services in this AGREEMENT without prior
13 written approval of the SUPERINTENDENT.

14 12.0 TOBACCO USE POLICY. In the interest of public health, the
15 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
16 use of any tobacco products are prohibited in buildings and
17 vehicles, and on any property owned, leased or contracted for by
18 the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15.
19 Failure to abide with conditions of this policy could result in the
20 termination of this AGREEMENT.

21 13.0 TERMINATION. This AGREEMENT may be terminated by
22 SUPERINTENDENT or DISTRICT with or without cause, upon the giving
23 of thirty (30) days prior written notice to the other party.
24 Written notice shall be deemed given when received by the other
25 party or no later than three (3) calendar days after the day of
mailing, whichever is sooner.

14.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

15.0 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.

16.0 ALTERATION OF TERMS. This AGREEMENT, together with any exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this AGREEMENT and shall constitute the total AGREEMENT between the Parties for these

1 purposes. No addition to, or alteration of, the terms of this
2 AGREEMENT, whether written or verbal, shall be valid unless made in
3 writing and formally executed and approved by SUPERINTENDENT and
4 DISTRICT.

5 17.0 AUTHORIZED SIGNATURE. The individuals signing this AGREEMENT
6 warrant that they are authorized to do so, and further, that they
7 are authorized to make the promises in this AGREEMENT on behalf of
8 the respective Parties. The Parties understand and agree that a
9 breach of this warranty shall constitute a breach of the AGREEMENT
10 and shall entitle the non-breaching party to all appropriate legal
11 and equitable remedies against the breaching party.

12 18.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
13 shall be governed by the laws of the State of California with venue
14 in Orange County, California.

15 19.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
16 attached hereto constitute the entire agreement among the Parties
17 to it and supersedes any prior or contemporaneous understanding or
18 agreement with respect to the services contemplated, and may be
19 amended only by a written amendment executed by both Parties to the
20 AGREEMENT.

21 ////

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
AUTHORIZED SIGNATURE

BY:  _____
AUTHORIZED SIGNATURE

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: January 11, 2017

Capistrano USD-District-QRIS Block Grant-July 2016-June 2017-State Grant(43875)
ZIP4

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EXHIBIT "A"
QRIS Block Grant
2016-17 Orange County Local Block Grant
Application



QRIS Block Grant

2016-17 Orange County Local Block Grant Application

Submit Grant Applications To:

An electronic copy of the entire application, including the budget forms,
must be submitted to Lynn Turner at lturner@ocde.us

Due on or before November 30, 2016

QRIS Local Block Grant Application Directions

LOCAL BLOCK GRANT FUNDING

All Orange County agencies operating California State Preschool Program (CSPP) funded preschool sessions serving children in Orange County, are eligible to for Local QRIS Block Grant funds for sites meeting the following conditions:

- Site had at least one CSPP slot in October of 2015
- AND site was a participant in the Quality Stars Quality Rating and Improvement System (QRIS) in 2015-16, and achieved a site rating of 4 or 5 stars.
- Sites rated at 5 stars are eligible to receive up to \$5,200 per session
- Sites rated at 4 stars are eligible to receive up to \$4,400 per session.
- 5 and 4 Star award amounts will be prorated based on percentage of enrollment in session that is CSPP.

REQUIRED ELEMENTS

- Form A – Agency Signature Page
- Form B – Action Plan for Local Block Grant Award Planned Expenditures
- Form C – Agency Local Site Eligibility Table (Excel form found as separate email attachment)

INSTRUCTIONS

FORM A: Application must be signed to indicate it has been completed and approved according agency protocol.

FORM B: Complete checklist for each QRIS element and/or rated pathway. Use narrative section to briefly describe efforts agency will take to achieve or maintain the highest possible point score for each element of the Quality Rating Matrix. If change is not feasible at this time for a particular element, please describe why. For example, an agency may choose to stay at 3 points for ratio/group size, because it is cost-prohibitive at this time to hire an additional aide to bring ratio down, and/or to reduce class size.

If site is able to maintain a high quality site rating (4-5 stars) without the support of block grant funds, focus may be shifted to the QRIS professional Development Pathways.

The QRIS Quality Improvement Action Plan is agency-wide. A separate Action Plan for each individual site is not required. However, if there will be targeted use of funds for particular sites please include that information within your narrative.

FORM C: The Excel "Form C: Site Eligibility Table" lists each site that participated in QRIS in 2015-16, that site's score, and CSPP slot totals for each session from October 2015. Please contact Lynn Turner PRIOR to submission if the data in your table appears incorrect.

QRIS Local Block Grant Application Directions

APPLICATION APPROVAL PROCESS

- Submit completed application, including budget form, to Lynn Turner at lturner@ocde.us
- Agencies will receive confirmation of approved application by email within two weeks of submission. If you do not receive your email confirmation, please contact Lynn Turner.
- Once your application is approved, it will be forwarded to contracts so you Local Block Grant contract can be processed.
- Late applications will not be accepted.

CONTRACT

- You will receive your 2016-17 Local QRIS Block Grant contract by mail from OCDE. Please return a signed copy of this contract to OCDE, at the address provided.
- Payment will be sent once contract is fully excuted. No invoiving will be necessary.

TECHNICAL ASSISTANCE

For assistance, please contact Krista Murphy at kmurphy@ocde.us.

FUNDING

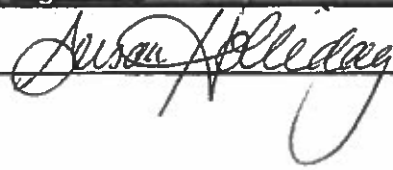
100% of approved funds* will be disbursed to agency upon execution of contract. Funds may be applied retro-actively to approved expenditures dating from July 1, 2016. *Local Block Grant funding amount may change from amount indicated on agency application. Exact funding is not confirmed until contract is created. Local block grant funding is subject to receipt of QRIS Block Grant funds from the California Department of Education. All expenditures must meet the 2016-17 California State Child Development Contracts Funding Terms and Conditions for reimbursable and non-reimbursable costs.

ACCOUNTABILITY

CDFS 8501 Report: Agencies will be required to report Local QRIS Block Grant funds on their CDFS 8501 form. This includes 2016-17 Local Block Grant expenditures, as well as expenditure of any remaining Local Block Grant funds from 2014-15 and/or 2015-16. Copies of the quarterly CDFS 8501 report must be sumitted within one week of CDE due date to Shannon Anderson at sanderson@ocde.us.

Block Grant Quarterly Reporting Form: Orange County Department of Education will distribute the electronic file copy of the 2016-17 QRIS Block Grant Quarterly Reporting form when it is received from the Califonoa Department of Education. Orange County Department of Education anticipates that the 2016-17 reporting will be similar to the 2015-16 QRIS Block Grant reporting (see Appendix). Agencies are required to complete the form according to directions, and to submit completed forms to Shannon Anderson at sanderson@ocde.us by the deadlines indicated on the form.

Form A. QRIS Local Block Grant Agency Signature Page

I. CSPP Contracting Agency	Agency Lead (name/title)	Phone Number
Capistrano Unified School District	Susan Holliday Ed.D.	949-234-9339
Address	City	Zip Code
33122 Valle Road	San Juan Capistrano	92675
Signature	Email	Date
	seholliday@capousd.org	11/4/16

Agency Contact Person	Agency Contact's Email	Phone Number
Debbi Keeler Ph.D.	drkeeler@capousd.org	949-234-5347

Fiscal Lead Contact Person	Fiscal Contact's Email	Phone Number
Matthew Krause	MKRAUSE@capousd.org	949-234-9317

By signing this signature page, the applicant(s) certify that the information contained in the application is accurate and that all forms required to be submitted as part of the application are certified to be true and binding on the applicants. Additionally, in signing this signature page, the Agency/ applicant(s) is confirming that they will use the Quality Continuum Framework (Framework), the rating matrix and the Implementation Guide, as found at <http://www.qualitystartoc.com/Pages/Quality-Start-QRIS.aspx>

Signing the QRIS Local Block Grant Plan also confirms that the Agency/applicant has read and agreed to the general assurances AND the Funding Terms and Conditions for 2016-17 California State Child Development Contracts found at this link: <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>

Form B. Agency Action Plan for QRIS Local Block Grant Funds

<p>Continuous Quality Improvement</p> <p><i>Please complete checklist below to indicate how Local Block Grant funds will be used to achieve and/or maintain maximum points for each element of the QRIS Rating Matrix, or to support one or more of the Professional Development Pathways (see Appendix).</i></p> <p><i>If using Block Grant funds for an element, use the narrative box to describe how planned expenditures will contribute to program quality.</i></p>	
<p>Element 1. <i>Child Observation</i></p>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <p><input type="checkbox"/> N/A- Not using Block Grant funds for this element (no narrative needed)</p> <p><input checked="" type="checkbox"/> Books and Materials excluding technology</p> <p><input type="checkbox"/> Technology equipment/materials</p> <p><input type="checkbox"/> Technology software or web-based licenses</p> <p><input type="checkbox"/> Facilities repair/improvements under \$5,000</p> <p><input type="checkbox"/> Equipment/Facilities over \$5,000</p> <p><input type="checkbox"/> Internal Professional Development</p> <p><input type="checkbox"/> External Professional Development</p> <p><input type="checkbox"/> Professional Learning Communities</p> <p><input type="checkbox"/> Additional classroom staff</p> <p><input checked="" type="checkbox"/> Additional hours for existing classroom staff</p> <p><input type="checkbox"/> Additional leadership staff</p> <p><input type="checkbox"/> Additional hours for existing leadership staff</p> <p><input type="checkbox"/> Additional support staff</p> <p><input type="checkbox"/> Additional hours for existing support staff</p> <hr/> <p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Develop a Desired Results Developmental Profile (DRDP) binder to assist teachers in organizing their anecdotal notes and portfolio on each child, which meets state requirements for data collection. • Provide one-on-one technical assistance to individual teaching staff, monitor observations monthly, and provide feedback with additional coaching as needed by trainer of trainer DRDP supervisors. • Require each teacher to upload DRDP results using DRDP Tech. • Conduct DRDP 2010 twice a year. • Provide additional assignment hours for each teacher to complete the DRDP 2015 assessment and documentation on each child. • Provide a comprehensive curriculum framework that links the DRDP measures and the Learning Foundations to the units of study. Monthly planning sheets would be provided that assist teachers in lesson planning with the assurance all DRDP measures and standards are being implemented on a daily/weekly basis. • Assist teachers in analyzing the DRDP data to identify areas that fall below developmental benchmarks. Lesson plans would be developed to assist children advance in their development. • Provide a Multi-tiered System of Support (MTSS) for all children to assist teachers at the classroom and site level resulting in a tiered process for universal, strategic, and intensive support, in the academic and social/emotional areas. • Provide parent conferences twice a year regarding the needs of their child in addition to other times throughout the year as needed.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

Element 2. <i>Developmental and Health Screenings</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <p><input type="checkbox"/> N/A- Not using Block Grant funds for this element (no narrative needed)</p> <p><input checked="" type="checkbox"/> Books and Materials excluding technology</p> <p><input type="checkbox"/> Technology equipment/materials</p> <p><input checked="" type="checkbox"/> Technology software or web-based licenses</p> <p><input type="checkbox"/> Facilities repair/improvements under \$5,000</p> <p><input type="checkbox"/> Equipment/Facilities over \$5,000</p> <p><input type="checkbox"/> Internal Professional Development</p> <p><input type="checkbox"/> External Professional Development</p> <p><input type="checkbox"/> Professional Learning Communities</p> <p><input type="checkbox"/> Additional classroom staff</p> <p><input type="checkbox"/> Additional hours for existing classroom staff</p> <p><input type="checkbox"/> Additional leadership staff</p> <p><input type="checkbox"/> Additional hours for existing leadership staff</p> <p><input type="checkbox"/> Additional support staff</p> <p><input checked="" type="checkbox"/> Additional hours for existing support staff</p>
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Require parents at the time of enrollment to complete and return a developmental/health history form and a physicians clearance from the child's Pediatrician. • Request parents complete an Ages and Stages Questionnaire (ASQ) screening tool for their child, providing crucial information on their child's development. • Subscribe to ASQ online so that parents can submit their questionnaire online at entry and allow the program to run ASQ reports on all children for overall data analysis at the beginning of the school year. • Schedule an outside agency to assist with Spanish speaking families to complete the ASQ on their child during the final enrollment process. • Assess student scores that fall below the norm in social/emotional and request parents to complete the ASQ SE on their child. • Facilitate teachers and school readiness nurses to identify concerns based upon health information and ASQ data, along with follow-up. • Provide a Multi-tiered System of Support (MTSS) to assist teachers at the classroom and site level resulting in a tiered support for universal, strategic, and intensive support in social/emotional and behavior areas. • Develop a plan of action to address concerns within the first 60 days of enrollment. • Identify speech/language delays and refer parents to the District Special Ed. Department. • Provide a plan for the School Readiness Nurses to conduct hearing and vision screenings on a percentage of all state children and identified needs in the fee based program for the year. • Provide additional dollars to cover nursing supplies for the screenings and mileage for visiting the various sites.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

<p>Element 3. <i>Minimum Qualifications for Lead Teachers</i></p>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> N/A- Not using Block Grant funds for this element (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input checked="" type="checkbox"/> Internal Professional Development <input type="checkbox"/> External Professional Development <input type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff <hr/> <p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Require all teachers to possess a California Children's Center Teacher Permit, Master Teacher Permit, or Site Supervisor Permit. • Provide opportunities for professional growth training within the district that results in a minimum of 21 hours during their work time.
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Form B. Agency Action Plan for QRIS Local Block Grant Funds

Element 4. <i>Effective Teacher- Child Interactions</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> N/A- Not using Block Grant funds for this element (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input checked="" type="checkbox"/> Internal Professional Development <input type="checkbox"/> External Professional Development <input checked="" type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff <hr/> <p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Conducted training of the Classroom Scoring System (CLASS) tool for teaching staff and provided materials for in-classroom use. • Maintain supervisors and director as certified reliable raters in the CLASS tool providing additional support. • Maintain one supervisor and the director as certified Trainer of Trainers in the CLASS tool. • Conduct staff training and coaching in raising CLASS scores specifically in the Instructional Support domain. • Provide a program minimum benchmark of 5.5 in the Emotional Support/Classroom Organization domain and a score of 3.5 in the Instructional Support domain. <p>Develop a plan of action and timeline for each teacher when scores fall below this standard along with coaching support.</p>
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Form B. Agency Action Plan for QRIS Local Block Grant Funds

<p>Element 5. <i>Ratios and Group Size</i></p>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <p><input checked="" type="checkbox"/> N/A- Not using Block Grant funds for this element (no narrative needed)</p> <p><input type="checkbox"/> Books and Materials excluding technology</p> <p><input type="checkbox"/> Technology equipment/materials</p> <p><input type="checkbox"/> Technology software or web-based licenses</p> <p><input type="checkbox"/> Facilities repair/improvements under \$5,000</p> <p><input type="checkbox"/> Equipment/Facilities over \$5,000</p> <p><input type="checkbox"/> Internal Professional Development</p> <p><input type="checkbox"/> External Professional Development</p> <p><input type="checkbox"/> Professional Learning Communities</p> <p><input type="checkbox"/> Additional classroom staff</p> <p><input type="checkbox"/> Additional hours for existing classroom staff</p> <p><input type="checkbox"/> Additional leadership staff</p> <p><input type="checkbox"/> Additional hours for existing leadership staff</p> <p><input type="checkbox"/> Additional support staff</p> <p><input type="checkbox"/> Additional hours for existing support staff</p>
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Ensure a ratio of 1:8 is maintained, in each classroom, which meets Title 5 regulations for teacher to student ratios. • Encourage parents to volunteer in their child's classroom resulting in a lower adult to student ratio. • Currently employ one teacher and two instructional assistants for each classroom of 24 students. • Maximizing staffing to class sizes of 20 is a barrier due to meeting state contract number of students.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

<p>Element 6. <i>Program Environment</i></p>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> N/A- Not using Block Grant funds for this element (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input type="checkbox"/> Internal Professional Development <input type="checkbox"/> External Professional Development <input type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff <hr/> <p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Ensure classrooms are equipped and set up with developmentally age-appropriate furniture, equipment, and materials. • Monitor the classroom set up as arranged by interest areas (art/sensory, block, dramatic play, science/math, manipulative, writing, library/quiet individual space, and outdoor play for motor development). • Conduct training of the Environment Rating Scale (ERS) tool in collaboration with OCDE for all staff providing guidance on specific subscales and raising ERS scores. • Establish a program minimum benchmark of 5.0 as an average of all sub scales. <p>Develop a plan of action and time-line for each teacher when scores fall below this standard along with coaching support.</p>
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Form B. Agency Action Plan for QRIS Local Block Grant Funds

Element 7. <i>Director</i> <i>Qualifications</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <p><input checked="" type="checkbox"/> N/A- Not using Block Grant funds for this element (no narrative needed)</p> <p><input type="checkbox"/> Books and Materials excluding technology</p> <p><input type="checkbox"/> Technology equipment/materials</p> <p><input type="checkbox"/> Technology software or web-based licenses</p> <p><input type="checkbox"/> Facilities repair/improvements under \$5,000</p> <p><input type="checkbox"/> Equipment/Facilities over \$5,000</p> <p><input type="checkbox"/> Internal Professional Development</p> <p><input type="checkbox"/> External Professional Development</p> <p><input type="checkbox"/> Professional Learning Communities</p> <p><input type="checkbox"/> Additional classroom staff</p> <p><input type="checkbox"/> Additional hours for existing classroom staff</p> <p><input type="checkbox"/> Additional leadership staff</p> <p><input type="checkbox"/> Additional hours for existing leadership staff</p> <p><input type="checkbox"/> Additional support staff</p> <p><input type="checkbox"/> Additional hours for existing support staff</p>
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership currently provides:</p> <ul style="list-style-type: none"> • A Program Director with a Doctorate in Educational Leadership, 30 units in child development (Including specialized courses, 8 administration/supervision), a Program Director Permit, 21 hours of professional development annually, and 28 years of administration in early childhood education. • Two program, supervisors with Master degrees in Child Development, 30 units in child development (Including specialized courses, 8 administration/supervision), a Program Director Permit, 21 hours of professional development annually, and a minimum of 17 years in administration in early childhood education. • Site supervisors at each preschool site directly oversee classroom licensing compliance holding a current Site Supervisor Permit and 21 hours of professional development annually.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

PD Pathway <i>School Readiness</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <p><input checked="" type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed)</p> <p><input type="checkbox"/> Books and Materials excluding technology</p> <p><input type="checkbox"/> Technology equipment/materials</p> <p><input type="checkbox"/> Technology software or web-based licenses</p> <p><input type="checkbox"/> Facilities repair/improvements under \$5,000</p> <p><input type="checkbox"/> Equipment/Facilities over \$5,000</p> <p><input type="checkbox"/> Internal Professional Development</p> <p><input type="checkbox"/> External Professional Development</p> <p><input type="checkbox"/> Professional Learning Communities</p> <p><input type="checkbox"/> Additional classroom staff</p> <p><input type="checkbox"/> Additional hours for existing classroom staff</p> <p><input type="checkbox"/> Additional leadership staff</p> <p><input type="checkbox"/> Additional hours for existing leadership staff</p> <p><input type="checkbox"/> Additional support staff</p> <p><input type="checkbox"/> Additional hours for existing support staff</p>
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training on school readiness through an outside agency, Chancy and Bruce Educational Resources and offer parents the opportunity to have their child screened for school readiness.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

PD Pathway <i>Social-Emotional Development</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input type="checkbox"/> Internal Professional Development <input type="checkbox"/> External Professional Development <input type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input checked="" type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training on social/emotional development using additional staff support. - Provide social skills groups associated with the COPE parenting classes. - Provide staff to consult with teachers and leadership on challenging behaviors and action plans.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

<p>PD Pathway <i>Health, Nutrition, and Physical Activity</i></p>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input type="checkbox"/> Internal Professional Development <input type="checkbox"/> External Professional Development <input type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff <hr/> <p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training on nutrition and physical activity using additional staff.
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Form B. Agency Action Plan for QRIS Local Block Grant Funds

PD Pathway <i>Effective Teacher-Child Interactions</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input type="checkbox"/> Internal Professional Development <input checked="" type="checkbox"/> External Professional Development <input type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training opportunities for staff on CLASS and support materials that enhance effective teacher-child relationships using existing staff.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

PD Pathway <i>Professional Development</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <p><input type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed)</p> <p><input type="checkbox"/> Books and Materials excluding technology</p> <p><input type="checkbox"/> Technology equipment/materials</p> <p><input type="checkbox"/> Technology software or web-based licenses</p> <p><input type="checkbox"/> Facilities repair/improvements under \$5,000</p> <p><input type="checkbox"/> Equipment/Facilities over \$5,000</p> <p><input type="checkbox"/> Internal Professional Development</p> <p><input checked="" type="checkbox"/> External Professional Development</p> <p><input type="checkbox"/> Professional Learning Communities</p> <p><input type="checkbox"/> Additional classroom staff</p> <p><input type="checkbox"/> Additional hours for existing classroom staff</p> <p><input type="checkbox"/> Additional leadership staff</p> <p><input type="checkbox"/> Additional hours for existing leadership staff</p> <p><input type="checkbox"/> Additional support staff</p> <p><input type="checkbox"/> Additional hours for existing support staff</p>
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training for teachers to attend monthly training opportunities through the district.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

PD Pathway <i>Environment</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input type="checkbox"/> Internal Professional Development <input checked="" type="checkbox"/> External Professional Development <input type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training opportunities on the Environment Rating Scale (ERS) tool in collaboration with OCDE for all staff providing guidance on specific subscales and raising ERS scores.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

PD Pathway <i>Program</i> <i>Administration</i>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <p><input type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed)</p> <p><input type="checkbox"/> Books and Materials excluding technology</p> <p><input type="checkbox"/> Technology equipment/materials</p> <p><input type="checkbox"/> Technology software or web-based licenses</p> <p><input type="checkbox"/> Facilities repair/improvements under \$5,000</p> <p><input type="checkbox"/> Equipment/Facilities over \$5,000</p> <p><input type="checkbox"/> Internal Professional Development</p> <p><input checked="" type="checkbox"/> External Professional Development</p> <p><input type="checkbox"/> Professional Learning Communities</p> <p><input type="checkbox"/> Additional classroom staff</p> <p><input type="checkbox"/> Additional hours for existing classroom staff</p> <p><input type="checkbox"/> Additional leadership staff</p> <p><input type="checkbox"/> Additional hours for existing leadership staff</p> <p><input type="checkbox"/> Additional support staff</p> <p><input type="checkbox"/> Additional hours for existing support staff</p>
	<p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training for ECP Leadership on various topics.

Form B. Agency Action Plan for QRIS Local Block Grant Funds

<p>PD Pathway Family Engagement</p>	<p>What budget categories will your spending for this element cover? Check all that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> N/A- Not using Block Grant funds for this Pathway (no narrative needed) <input type="checkbox"/> Books and Materials excluding technology <input type="checkbox"/> Technology equipment/materials <input type="checkbox"/> Technology software or web-based licenses <input type="checkbox"/> Facilities repair/improvements under \$5,000 <input type="checkbox"/> Equipment/Facilities over \$5,000 <input type="checkbox"/> Internal Professional Development <input type="checkbox"/> External Professional Development <input type="checkbox"/> Professional Learning Communities <input type="checkbox"/> Additional classroom staff <input type="checkbox"/> Additional hours for existing classroom staff <input type="checkbox"/> Additional leadership staff <input type="checkbox"/> Additional hours for existing leadership staff <input checked="" type="checkbox"/> Additional support staff <input type="checkbox"/> Additional hours for existing support staff <hr/> <p>Optional Narrative: How will the above expenditures contribute to program quality?</p> <p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> - Provide training and support for parents to attend the COPE parenting classes and associated social skills class for challenging behaviors.
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2016-17 QRIS Local Block Grant Appendix

**Orange County Local Block Grant Award Application 2016-17
20**

QUALITY STARS QRIS[★] Rating Matrix for Centers

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
1. Child Observation All Children	Not required	Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	Program uses valid and reliable child assessment/observation tool aligned with CA Foundations & Frameworks twice a year (from QRIS approved list)	Program uses DRDP Comprehensive or Fundamental View at least twice a year, and DRDP data is used to inform ongoing curriculum planning	Program uses DRDP Preschool Comprehensive or Fundamental View, and DRDP data is used to inform ongoing curriculum planning AND Program uploads results to DRDP Tech
2. Health and Developmental Screenings All Children	Meets Title 22 Regulations: Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" used at entry	Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" used at entry, AND repeat LIC 701 or equivalent annually OR Ensures vision and hearing screenings are conducted annually	Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND Meets Criteria from 2 points	Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND Meets Criteria from 2 points	Program works with families to ensure screening of all children using the ASQ, & ASQ:SE if indicated, at entry, then as indicated by results thereafter AND Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND Meets Criteria from 2 points
3. Minimum Qualifications for Designated Lead Teacher All Classrooms	Meets Title 22 Regulations: 12 units of Early Childhood Education (ECE)/Child Development (CD)	Associate Teacher Permit OR 24 units of ECE/CD OR Associate Teacher Permit	Teacher Permit or Master Teacher Permit OR 24 units of ECE/CD + 16 units of General Education AND 21 hours professional development (PD) annually	Site Supervisor Permit OR Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD AND 21 hours PD annually	Program Director Permit OR Bachelor's degree or higher in ECE/CD (or closely related field) OR BA/BS in any field plus 24 units of ECE/CD AND 21 hours PD annually
4. Effective Teacher-Child Interactions: Use CLASS tool appropriate for age-range in assessed classrooms: Infant CLASS, Toddler CLASS, Pres CLASS 1/3 of Classrooms	Not Required	Familiarity with CLASS for appropriate age group as available by one representative from the site	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms. Results used to inform the program's continuous Quality Improvement Plan. No minimum score required.	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms, with minimum Domain scores: Pre-K • Emotional Support - 5 • Instructional Support - 3 • Classroom Organization - 5 Toddler • Emotional & Behavioral Support - 5 • Engaged Support for Learning - 3.5 Infant • Responsive Caregiving (RC) - 5.0	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms, with minimum Domain scores: Pre-K • Emotional Support - 5.5 • Instructional Support - 3.5 • Classroom Organization - 5.5 Toddler • Emotional & Behavioral Support - 5.5 • Engaged Support for Learning - 4 Infant • Responsive Caregiving (RC) - 5.5

Updated 10/2016

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
5. Ratios and Group Size: All Classrooms	Meets Title 22 Ratio Regulations: Infant 1:4 Toddler 1:5 Preschool 1:12 No Max Group Size	Ratio, Max Group Size* Infant/Toddler – 1:4, 16 Toddler – 1:5, 18 Preschool – 1:12, 36	Ratio, Max Group Size* Infant/Toddler – 1:4, 12 Toddler – 1:5, 12 Preschool – 1:12, 24	Ratio, Max Group Size* Infant/Toddler – 1:4, 12 Toddler – 1:5, 10 Preschool – 1:8, 24 or 1:10, 20	Ratio, Max Group Size* Infant/Toddler – 1:3, 9 or better Toddler – 1:4, 12 or better Preschool – 1:8, group size maximum 20
6. Program Environment: Use ERS tool appropriate for age-range or setting: ECERS-R, ITERS-R 1/3 of Classrooms	Not Required	Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	Independent ERS assessment by reliable observer in at least 1/3 of classrooms. Results used to inform the program's Continuous Quality Improvement Plan. No minimum score required.	Independent ERS assessment by reliable observer in at least 1/3 of classrooms, with minimum ERS classroom overall score average of 5.0*	Independent ERS assessment by reliable observer in at least 1/3 of classrooms, with minimum ERS classroom overall score average of 5.5* OR Current National Accreditation approved by the California Department of Education
7. Program Director Qualifications Designated Site Director	Meets Title 22 Regulations: 12 units ECE/CD + 3 units management/administration	Master Teacher Permit OR 24 units ECE/CD + 16 units General Education +/with 3 units administration	Site Supervisor Permit OR Associate's degree with 24 units ECE/CD + 6 units administration and 2 units adult supervision AND 21 hours PD annually	Program Director Permit OR Bachelor's degree in ECE/CD (or closely related field), OR in any field plus 24 units ECE/CD + 6 units administration and 2 units supervision AND 21 hours PD annually	Master's degree or higher in ECE/CD (or closely related field), OR in any field plus 30 units ECE/CD + 6 units administration and 2 units supervision OR CA Administrative Services Credential AND 21 hours PD annually

*Points are calculated by session/classroom, averaged across the site to determine point level for Elements 1, 2, 4, 5, and 6

Star Rating Cutoff Scores

A Site's Star Rating is determined by totaling all points earned at the highest point value in each QRIS Element

★	★★	★★★	★★★★	★★★★★
7 points*	Point Range 8 to 19**	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 to 35

*The One Star column is "blocked", meaning a site cannot earn any Star Rating, regardless of total points earned, unless all elements are scored at the 1 Point level or above.

**The Two Star column is "blocked", meaning a site cannot exceed Two Stars, regardless of total points earned, unless all elements are scored at the 2 Point level or above.



Updated 10/2016

**CALIFORNIA RACE TO THE TOP – EARLY LEARNING CHALLENGE (RTT-ELC)
CONTINUOUS QUALITY IMPROVEMENT PATHWAYS**

CORE TOOLS & RESOURCES¹

CORE I: CHILD DEVELOPMENT & SCHOOL READINESS	
School Readiness	
Goal (Pathway)	All children receive individualized instruction and support for optimal learning and development informed by child observation and assessment data.
Related Element(s)	CORE I.1 Child Observation and Assessment
RTT-ELC Core Tool(s) & Resources	<ul style="list-style-type: none"> • <u>CA Foundations and Frameworks</u> • <u>Preschool English Learner Guide</u> • <u>Desired Results Developmental Profile Assessment (DRDP) Tools</u> • <u>National Data Quality Campaign's Framework</u> • <u>Ages and Stages Questionnaire (ASQ)</u>
Social-Emotional Development	
Goal (Pathway)	Children receive support to develop healthy social and emotional concepts, skills, and strategies.
Related Element(s)	CORE I.2 Developmental and Health Screenings
RTT-ELC Core Tool(s) & Resources	<ul style="list-style-type: none"> • <u>CA CSEFEL Teaching Pyramid Overview and Tiers 1-4 (Modules 1-3)</u> • <u>CA Foundations and Frameworks - Social-Emotional Development</u> • <u>Ages and Stages Questionnaire – Social Emotional (ASQ-SE)</u>
Health, Nutrition, and Physical Activity	
Goal (Pathway)	Children receive support for optimal physical development, including health, nutrition, and physical activity.
Related Element(s)	<ul style="list-style-type: none"> • CORE I.1 Child Observation and Assessment and Core 1.2 Developmental and Health Screenings
RTT-ELC Core Tool(s) & Resources	<ul style="list-style-type: none"> • <u>CA Preschool Foundations and Frameworks– Health and Physical Development</u> • <u>Infant/Toddler Program Guidelines</u> • <u>CA Infant/Toddler Foundations and Frameworks-Perceptual/ Motor</u> • <u>USDA Child and Adult Care Food Program Guidelines</u>
CORE II: Teachers and Teaching	
Effective Teacher-Child Interactions	
Goal (Pathway)	Teachers are prepared to implement effective interactions in the classroom.
Related Element(s)	CORE II.4 Effective Teacher-Child Interactions
RTT-ELC Core Tool(s) & Resources	<ul style="list-style-type: none"> • <u>Classroom Assessment and Scoring System (CLASS) for relevant age grouping</u> • <u>Program for Infant-Toddler Care (PITC) Program Assessment Rating Scale (PARS), as applicable and available</u> * No current source Web page for PARS

¹ This document accompanies the Hybrid Matrix as part of the Quality Continuum Framework. These are the tools and resources listed in the Federal application that the Consortia are required to include in their Quality Improvement plan. Data will be gathered regarding how these tools and resources are used by the Consortia. Optional companion tools will also be developed, including the Enhanced Pathways Continuum, Pathways Implementation Guide, and Additional Pathways Tools and Resources.

Adopted by Consortia on October 15, 2013

1

**CALIFORNIA RACE TO THE TOP – EARLY LEARNING CHALLENGE (RTT-ELC)
CONTINUOUS QUALITY IMPROVEMENT PATHWAYS**

CORE TOOLS & RESOURCES

Professional Development	
Goal (Pathway)	Teachers are life-long learners.
Related Element(s)	Core II.3 Minimum Qualifications and Core II.4 Effective Teacher-Child Interactions
RTT-ELC Core Tool(s) & Resources	<ul style="list-style-type: none"> • <u>Common Core</u>² • <u>Early Childhood Educator (ECE) Competencies</u> • <u>ECE Competencies Self-Assessment Tool</u> • <u>Professional Growth Plan</u>
CORE III: PROGRAM AND ENVIRONMENT	
Environment	
Goal (Pathway):	The program indoor and outdoor environments support children's learning and development.
Related Element(s)	CORE III.6 Program Environment Rating Scale(s) (ERS)
RTT-ELC Core Tool(s) & Resources	<ul style="list-style-type: none"> • <u>Environment Rating Scales</u> (Harms, Clifford, Cryer): <ul style="list-style-type: none"> ○ Infant-Toddler Environment Rating Scale (ITERS), ○ Early Childhood Environment Rating Scale (ECERS), ○ Family Child Care Environment Rating Scale (FCCERS)
Program Administration	
Goal (Pathway):	The program effectively supports children, teachers, and families.
Related Element(s)	All
RTT-ELC Core Tool(s) & Resources	<ul style="list-style-type: none"> • <u>Business Administration Scale (Family Child Care) – (BAS)</u> • <u>Program Administration Scale (Centers) – (PAS)</u> OR <ul style="list-style-type: none"> • Self-Assessment using the <u>Office of Head Start (OHS) Monitoring Protocols</u> and continuous improvement through a <u>Program Improvement Plan (PIP)</u>
Family Engagement	
Goal (Pathway)	Families receive family-centered, intentional supports framed by the Strengthening Families™ Protective Factors to promote family resilience and optimal development of their children.
Related Element(s)	All (III.6 ERS <i>Provision for Parents</i> Indicator)
RTT-ELC Core Tool(s) & Resources	<u>Strengthening Families™ Five Protective Factors Framework</u>

² Recommended

FORM C: SITE ELIGIBILITY TABLE

Total Number of Slots as CSPP reported by CDE in October of 2015
 Capistrano Unified School District 592

Please list site names, classrooms, sessions, and percent CSPP enrollment FROM OCTOBER 2015 below
 Percent CSPP will Auto Calculate

EXAMPLE:

CSPP Site Name	Classroom Name	Session	Total Enrolled in Session	Total CSPP Slots in Session	Percent CSPP
Happy School	Happy Room 1	Room:1 AM	24	24	100%
	Happy Room 1	Room:1 PM	24	12	50%
	Happy Room 2	Room:2 Full Day	24	20	83%

Local Block Grant Award calculation: Percent CSPP Slots (column E) x Award Amount: 5 Star sites awards \$5,200 per session 4 Star site awards= \$4,400 per session	
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CSPP Site Name	Classroom Name	Session	Total Enrolled in Session	Total CSPP Slots in Session	Percent CSPP
Bon Juan Avila	DJA- Yerena	PM	24	24	100%
Concordia	Concordia AM- Copeland	AM	24	24	100%
Concordia	Concordia PM- White	PM	24	24	100%
Castille	Castille AM- Miranda	AM	24	12	50%
Crown Valley	CV- Centeno	AM	24	24	100%
Hankey	Hankey AM- Stevenson	AM	24	24	100%
Hankey	Hankey PM- Duarte	PM	24	24	100%
Hidden Hills	Hidden Hills AM- Corner	AM	24	24	100%
Hidden Hills	Hidden Hills PM- Becerra	PM	24	24	100%
Hidden Hills	Hidden Hills AM- Argent	AM	24	21	88%
Kinoshita	Kinoshita AM- Rios	AM	24	24	100%
Kinoshita	Kinoshita PM- Orozco	PM	24	24	100%
Las Flores	Las Flores PM- Beas	PM	24	24	100%
Las Palmas	Las Palmas AM- Vargas	AM	24	24	100%
Las Palmas	Las Palmas AM- Lopez	AM	24	24	100%

2015-16 Site Rating	5 Star Local Block Grant	4 Star Local Block Grant
5	\$ 5,200	\$ -
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
5	\$ 2,600	\$ -
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
5	\$ 5,200	\$ -
5	\$ 5,200	\$ -
5	\$ 4,550	\$ -
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400

CSPP Site Name	Classroom Name	Session	Total Enrolled In Session	Total CSPP Slots in Session	Percent CSPP
Las Palmas	Las Palmas PM- Flotho	PM	24	24	100%
Lobo	Lobo AM – Grant	AM	24	24	100%
Oak Grove	Oak Grove PM- Quinn	PM	24	24	100%
Palisades	Palisades AM- Cervantes	AM	24	24	100%
Palisades	Palisades PM- Muniz	PM	24	24	100%
RH Dana	RH Dana AM- Noorzad	AM	24	24	100%
San Juan	SJ AM- Valles	AM	24	24	100%
San Juan	SJ PM- Medina	PM	24	24	100%
San Juan	SJ AM- Brierley	AM	24	24	100%
Tijeras Creek	Tijeras Creek	AM	16	7	44%
Viejo	Viejo PM- Hamidi	PM	24	24	100%

2015-16 Site Rating	5 Star Local Block Grant	4 Star Local Block Grant
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
5	\$ 5,200	\$ -
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
5	\$ 5,200	\$ -
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
4	\$ -	\$ 4,400
4	\$ -	\$ 1,925
5	\$ 5,200	\$ -

Subtotals \$ 38,350 \$ 76,725

Total Agency Award \$ 115,075

EXHIBIT "B"

CALIFORNIA DEPARTMENT OF EDUCATION
ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS
CDFS 8501 Pg. 1 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Month Ending	Year		Click to Select	
Click to Select	Click to Select			

Mail completed report to:
CALIFORNIA DEPARTMENT OF EDUCATION
Child Development Fiscal Services
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

FULL NAME OF CONTRACTOR:				FISCAL ANALYST:	Click to Select Fiscal Analyst
SECTION I -	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
CERTIFIED CHILDREN	CUMULATIVE PRIOR PERIOD (Col C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col A + Col B)	ADJUSTMENT FACTOR	ADJUSTED DAYS OF ENROLLMENT (Col C x Col. D) (Do not round)
DAYS OF ENROLLMENT					
<i>Three and Four Year Olds</i>					
Full-time-plus			-	1.1800	-
Full-time			-	1.0000	-
Three-quarters-time			-	0.7500	-
One-half-time			-	0.6195	-
<i>Exceptional Needs</i>					
Full-time-plus			-	1.4160	-
Full-time			-	1.2000	-
Three-quarters-time			-	0.9000	-
One-half-time			-	0.6195	-
<i>Limited and Non-English Proficient</i>					
Full-time plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<i>At Risk of Abuse or Neglect</i>					
Full-time-plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<i>Severely Disabled</i>					
Full-time-plus			-	1.7700	-
Full-time			-	1.5000	-
Three-quarters-time			-	1.1250	-
One-half-time			-	0.6195	-
TOTAL DAYS OF ENROLLMENT	-	-	-		-
DAYS OF OPERATION			-		
DAYS OF ATTENDANCE			-		

☐ NO NONCERTIFIED CHILDREN Check this box and continue to Section III if no noncertified children are enrolled in the program.

CALIFORNIA DEPARTMENT OF EDUCATION
ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS
CDFS 0501 Pg. 2 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Click to Select	Click to Select	-	Click to Select	-

Note: Section II – Information for noncertified children must be submitted as a part of this report. If you do not serve noncertified children, check the box on page 1 and omit this page.

FULL NAME OF CONTRACTOR:			FISCAL ANALYST: Click to Select Fiscal Analyst				
SECTION II– NONCERTIFIED CHILDREN Report all children who are not certified but are served at the same site(s) as certified children. Complete this section according to the instructions given for Section I.			COLUMN A CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	COLUMN B CURRENT PERIOD	COLUMN C CUMULATIVE FISCAL YEAR (Col. A + Col. B)	COLUMN D ADJUSTMENT FACTOR	COLUMN E ADJUSTED DAYS OF ENROLLMENT (Col. C x Col. D)
Toddlers (18 up to 36 months)							
Full-time-plus			-	1.652	-		
Full-time			-	1.400	-		
Three-quarters-time			-	1.050	-		
One-half-time			-	0.770	-		
Three and Four Year Olds							
Full-time-plus			-	1.1800	-		
Full-time			-	1.0000	-		
Three-quarters-time			-	0.7500	-		
One-half-time			-	0.6195	-		
Exceptional Needs							
Full-time-plus			-	1.4160	-		
Full-time			-	1.2000	-		
Three-quarters-time			-	0.9000	-		
One-half-time			-	0.6195	-		
Limited and Non-English Proficient							
Full-time plus			-	1.2980	-		
Full-time			-	1.1000	-		
Three-quarters-time			-	0.8250	-		
One-half-time			-	0.6195	-		
At Risk of Abuse or Neglect							
Full-time-plus			-	1.2980	-		
Full-time			-	1.1000	-		
Three-quarters-time			-	0.8250	-		
One-half-time			-	0.6195	-		
Severely Disabled							
Full-time-plus			-	1.7700	-		
Full-time			-	1.5000	-		
Three-quarters-time			-	1.1250	-		
One-half-time			-	0.6195	-		
TOTAL DAYS OF ENROLLMENT			-	-	-		

ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS

CDFS 8501 Pg. 3 of 4 (08/15)

REPORTING PERIOD	Contract Number	County Number	Vendor Code
Click to Select	Click to Select	Click to Select	-

FULL NAME OF CONTRACTOR:		Click to Select Fiscal Analyst	
	COLUMN A	COLUMN B	COLUMN C
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
SECTION III – REVENUE (See instructions)			
RESTRICTED INCOME			
Child Nutrition Programs			-
County Maintenance of Effort (EC Section 8279)			-
Other:			-
SUBTOTAL	\$ -	\$ -	\$ -
Transfer From Reserve - General	See Instructions		-
Transfer From Reserve - Professional Development	See Instructions		-
SUBTOTAL	-	-	-
Family Fees for Certified Children			-
Interest Earned on Apportionment Payments			-
UNRESTRICTED INCOME			
Fees for Noncertified Children			-
Head Start			-
Other:			-
TOTAL REVENUE	\$ -	\$ -	\$ -
SECTION IV – REIMBURSABLE EXPENSES (See instructions)			
Direct Payments to Providers (FCCH only)			-
1000 Certificated Salaries			-
2000 Classified Salaries			-
3000 Employee Benefits			-
4000 Books and Supplies			-
5000 Services and Other Operating Expenses			-
6100/6200 Other Approved Capital Outlay			-
6400 New Equipment (program-related)			-
6500 Equipment Replacement (program-related)			-
Depreciation or Use Allowance			-
Start-Up Expenses (service level exemption)			-
Budget Impasse Credit			-
Indirect Costs (Include in Admin Cost) Rate:			-
NONREIMBURSABLE (STATE USE ONLY)			
TOTAL REIMBURSABLE EXPENSES	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE COST (included in Section IV above)			-
COMMENTS:			
CERTIFICATION—I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.			
Signature of Contractor Designee (Original signature only)	E-mail Address	Telephone	Date
		ext.	
Contractor Fiscal Contact Name and Title	E-mail Address	Telephone	Date
		ext.	



NO SUPPLEMENTAL REVENUE Check this box and omit Page 4.

CALIFORNIA DEPARTMENT OF EDUCATION
ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS
CDFS 8501 Pg. 4 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Click to Select	Click to Select	-	Click to Select	-

FULL NAME OF CONTRACTOR:			Click to Select Fiscal Analyst
	COLUMN A	COLUMN B	COLUMN C
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
SECTION V – SUPPLEMENTAL REVENUE (See instructions)			
Enhancement Funding			-
Other:			-
			-
TOTAL SUPPLEMENTAL REVENUE	\$ -	\$ -	\$ -
SECTION VI – SUPPLEMENTAL EXPENSES (See instructions)			
1000 Certificated Salaries			-
2000 Classified Salaries			-
3000 Employee Benefits			-
4000 Books and Supplies			-
5000 Services and Other Operating Expenses			-
6000 Equipment/Capital Outlay			-
Depreciation or Use Allowance			-
Indirect Costs			-
NONREIMBURSABLE EXPENSES			-
6100-6500 Nonreimbursable Capital Outlay			-
TOTAL SUPPLEMENTAL EXPENSES	\$ -	\$ -	\$ -
COMMENTS:			
CERTIFICATION—I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.			
Signature of Contractor Designee (Original signature only)	E-mail Address	Telephone	Date
	-	ext.	-
Contractor Fiscal Contact Name and Title	E-mail Address	Telephone	Date
	-	ext.	-

NAME of CSPP Contractor

E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA		Semi-Annual Reporting Form	
Categories of Spending	Amount spent in the first reporting period	Amount spent in the second reporting period	Total amount spent (Columns B+ C)
1000 Certified Salaries			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
2000 Classified Salaries			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
3000 Benefits			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
4000 Supplies			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
5000 Travel/Equipment/Contractual			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Other Spending Categories not mentioned (please specify):			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
Grand Total	Total Grant Award Amount Spent in this Quarter = \$ -		

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

Tab QRIS BG 1 - LEAD LEA'S DISBURSEMENT OF CSPP BLOCK GRANT AWARDS TEMPLATE
Use the information from this tab to fill out Tab 2

Cell #1: Please enter the LEA's name

Column A: Please enter your contractor's name, as seen in the example provided

Column B: Please enter the contractor's vendor number

Column C: Please enter the total number of classrooms/sites/other rated at a Tier 4 and receiving a CSPP QRIS Block Grant Award

Column D: Please enter the award amount for each site/classroom rated at a Tier 4

Column E: Will prepopulate based on what you inputted in Columns C and D

Column F: Please enter the total number of classrooms/sites rated at Tier 5 receiving a CSPP QRIS Block Grant Award

Column G: Please enter the award amount for each site/classroom rated at a Tier 5

Column H: Will prepopulate based on what you inputted for Columns F and G

Column I: Will prepopulate based on what you inputted for Columns C and F

Column J: Will prepopulate based on what you inputted for Columns D and G together

Tab QRIS BG 2 - CONSOLIDATED REPORT OF LEAD LEA'S DISBURSEMENT OF CSPP BLOCK GRANT AWARDS

NOTE: Due to CDE with Exp Rpt 1/Exp Rpt 2 - Final and QRIS BG 4

In Column B (the section in darker green), please mark only the ones that apply

Please fill out all information requested in the Certification area

Tab QRIS BG 3 - QUARTERLY REPORTING FORM from Contractors to Lead LEA

Please enter the CSPP Contractor's Name (the section in blue)

Please enter the amount spent in the first reporting period in each of the relevant categories

In any of the columns where you enter something in the column marked OTHER, please specify what it is by typing it in the spending category

Tab QRIS BG 4 - SEMI-ANNUAL REPORTING FORM from the Lead LEA to CDE

NOTE: Due to CDE with Exp Rpt 1/Exp Rpt 2 - Final and QRIS BG 2

Please enter the number of contractors spending in the first reporting period for each of the relevant categories

Please enter the amount spent in the first reporting period in each of the relevant categories

Please request that, when the CSPP contractor submits form QDFS 8500 to CDE, they send you a copy of page 4 of the supplemental funds in addition QRIS BG 3 reporting form for that period.

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 20th day of December, 2016, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described services and SUPERINTENDENT hereinafter set forth. Specifically, SUPERINTENDENT's Instructional Services - Learning Support Services program shall provide the following services:

1 1.1 Provide Resilient Mindful Counselor workshop (Stress
2 Management for School Counselors and Nurses); as described
3 in the "Service Proposal" dated November 16, 2016, which is
4 attached hereto as Exhibit "A" and incorporated by
5 reference herein.

6 2.0 TERM. This AGREEMENT shall commence on May 4, 2017 and end on
7 May 4, 2017, subject to termination set forth in this AGREEMENT.

8 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services
9 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
10 total sum not to exceed Six hundred dollars (\$600.00). DISTRICT'S
11 payment to SUPERINTENDENT shall be made upon receipt of an itemized
12 invoice from SUPERINTENDENT. Payment shall be mailed to: Orange
13 County Superintendent of Schools, Attn: Accounting Manager, 200
14 Kalmus Drive, Costa Mesa, California 92626-9050, or at such other
15 place as SUPERINTENDENT may designate in writing.

16 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for
17 any costs or expenses paid or incurred by SUPERINTENDENT in
18 performing services for DISTRICT, except as follows: N/A.

19 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own
20 expense, all labor, materials, equipment, supplies and other items
21 necessary to complete the services to be provided pursuant to this
22 AGREEMENT, except as follows: N/A.

23 6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
24 that all matters produced under this AGREEMENT shall become the
25 property of SUPERINTENDENT and cannot be used without
SUPERINTENDENT'S express written permission. SUPERINTENDENT shall

1 have all right, title and interest in said matters, including the
2 right to secure and maintain the copyright, trademark and/or patent
3 of said matter in the name of the SUPERINTENDENT.

4 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
5 this AGREEMENT, shall be and act as an independent contractor.
6 SUPERINTENDENT understands and agrees that he/she and all of his/her
7 employees shall not be considered officers, employees or agents of
8 the DISTRICT, and are not entitled to benefits of any kind or nature
9 normally provided employees of the DISTRICT and/or to which
10 DISTRICT'S employees are normally entitled, including, but not
11 limited to, State Unemployment Compensation or Workers'
12 Compensation. SUPERINTENDENT assumes the full responsibility for the
13 acts and/or omissions of his/her employees or agents as they relate
14 to the services to be provided under this AGREEMENT. SUPERINTENDENT
15 shall assume full responsibility for payment of all federal, state
16 and local taxes or contributions, including unemployment insurance,
17 social security and income taxes with respect to SUPERINTENDENT'S
18 employees.

19 8.0 HOLD HARMLESS.

20 A. SUPERINTENDENT agrees to and does hereby indemnify,
21 defend, and hold harmless DISTRICT, its Governing Board, officers,
22 agents and employees from liability and claims of liability for
23 bodily injury, personal injury, sickness, disease, or death of any
24 person or persons, or damage to any property, real personal, tangible
25 or intangible, arising out of the negligent acts or omissions of

1 employees, agents or officers of SUPERINTENDENT or the Orange County
2 Board of education during the period of this AGREEMENT.

3 B. DISTRICT agrees to and does hereby indemnify, defend,
4 and hold harmless SUPERINTENDENT, the Orange County Board of
5 Education, and its officers, agents and employees from liability and
6 claims of liability for bodily injury, personal injury, sickness,
7 disease, or death of any person or persons, or damage to any
8 property, real personal, tangible or intangible, arising out of the
9 negligent acts or omissions of its Governing Board, employees, agents
10 or officers of DISTRICT during the period of this AGREEMENT.

11 9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this
12 AGREEMENT shall not be assigned by SUPERINTENDENT without prior
13 written approval of DISTRICT.

14 10.0 TOBACCO USE POLICY. In the interest of public health, the
15 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
16 use of any tobacco products are prohibited in buildings and
17 vehicles, and on any property owned, leased or contracted for by the
18 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
19 abide with conditions of this policy could result in the termination
20 of this AGREEMENT.

21 11.0 TERMINATION. Either party may terminate this AGREEMENT with or
22 without cause with the giving of thirty (30) days written notice to
23 the other party. DISTRICT shall compensate SUPERINTENDENT only for
24 services satisfactorily rendered to the date of termination. Written
25 notice by DISTRICT shall be sufficient to stop further performance of
services by SUPERINTENDENT. Notice shall be deemed given when

received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they 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, or sex of such persons.

13.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

15.0 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.

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: 
Authorized Signature

BY: 
Authorized Signature

PRINT NAME: Lynh N. Rust

PRINT NAME: Patricia McCaughey

TITLE: Executive Director, Contracts & Purchasing

TITLE: Administrator

DATE: (Board Approval) 02-22-2017

DATE: December 20, 2016

CAPOUSD-ResilientMindfulLearnerProject-Income(43825)17
ZIP 6



**Instructional Services Division
Learning Support Services
Service Proposal**

To: Rebecca Planta, M.S., P.P.S.
District Lead School Counselor
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

From: Lucy Vezzuto, PhD
Coordinator, Learning Support Services

Date: November 16, 2016

Re: Resilient Mindful Counselor

Purpose: Resilience and Stress management training

Participants: 66

Audience: School Counselors, Nurses

Event Date: May 4th, 2017, 1-3.30 PM

Location: Capistrano Unified School District, Boardroom, 33122 Valle Road, San Juan Capistrano

Setup: Classroom style; table and chairs facing forward

Goal: Provide stress management knowledge and coping-skills practice for counselors/nurses

Participants will:

1. Understand the importance of self-care
2. Identify their own resilience factors
3. Reflect on their self-care practices and develop a resilience plan
4. Learn about the physiology and neuroscience underlying the stress response and relaxation response
5. Identify impacts of chronic stress on performance, mind-body health and relationships
6. Practice a variety of stress reduction exercises including diaphragmatic, controlled breathing, progressive muscle relaxation, imagery and gratitude
7. Learn about mindfulness, the research, and its practice
8. Be introduced to basic practices to reduce student stress

Fee: \$600

Time	Amount	Number	Manager
Full Day (Over 4 hours)	\$600 \$1200	= or < 30 = or < 60	1 consultant 1 or 2 consultant(s)
1/2 Day (4 hours or less)	\$300 \$600	= or < 30 = or < 60	1 consultant 1 or 2 consultant(s)

Materials and Equipment

Workshop Needs	Provider		
Equipment:			
Projector	<input checked="" type="radio"/> District	<input type="radio"/> Presenter	<input type="radio"/> N/A
Document Camera (ELMO)	<input type="radio"/> District	<input type="radio"/> Presenter	<input checked="" type="radio"/> N/A
Audio Speakers	<input checked="" type="radio"/> District	<input type="radio"/> Presenter	<input type="radio"/> N/A
Microphone	<input checked="" type="radio"/> District	<input type="radio"/> Presenter	<input type="radio"/> N/A
Laptops, tablets, etc.	<input type="radio"/> District	<input checked="" type="radio"/> Presenter	<input type="radio"/> N/A
Refreshments:			
Breakfast	<input type="radio"/> District	<input type="radio"/> Presenter	<input checked="" type="radio"/> N/A
Lunch	<input type="radio"/> District	<input type="radio"/> Presenter	<input checked="" type="radio"/> N/A
Snacks	<input type="radio"/> District	<input type="radio"/> Presenter	<input checked="" type="radio"/> N/A
Beverages	<input type="radio"/> District	<input type="radio"/> Presenter	<input checked="" type="radio"/> N/A
Miscellaneous:			
Handouts	<input checked="" type="radio"/> District	<input type="radio"/> Presenter	<input type="radio"/> N/A
Table Boxes (writing utensils, sticky notes, markers, etc.)	<input checked="" type="radio"/> District	<input type="radio"/> Presenter	<input type="radio"/> N/A
Wireless Access	<input checked="" type="radio"/> District	<input type="radio"/> Presenter	<input type="radio"/> N/A
Other (e.g., MS Access, Website, Cloud Storage, Video, etc.)	<input type="radio"/> District	<input type="radio"/> Presenter	<input checked="" type="radio"/> N/A

*Trainer will provide handouts for duplication at least one week before the workshop.

For Client Use

When this proposal is accepted, OCDE will develop a contract for services.

☒ Proposal Accepted

Wendy B. Edwards 11/21/16
Authorized Signature Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING

AGREEMENT BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Article 5.3 Hours of Employment

CUSD and CUEA agree to the submitting of a waiver to the California Department of Education to offer a modified instructional day for Transitional Kindergarten and Kindergarten at Kinoshita Elementary School for the 2017-2018 school year as stated below.

Kindergarten Schedule: Full Day

Monday, Wednesday, Thursday, Friday 7:45-2:05

Tuesday 7:45-12:45

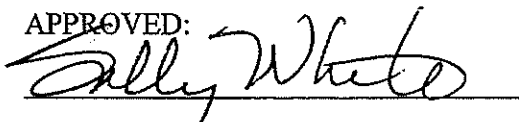
Transitional Kindergarten Schedule: Half Day

Monday, Wednesday, Thursday, Friday 7:45-11:38

Monday, Wednesday, Thursday, Friday 9:15-1:08

The Memorandum of Understanding is subject to all provisions, terms and conditions of the current bargaining agreement. The sunset date of this Memorandum of Understanding shall be June 30, 2018.

APPROVED:



Sally White, President

Capistrano Unified Education Association

2/2/17

Date

APPROVED:



Dr. Gordon Amerson, Assoc. Supt. Human Resources

Capistrano Unified School District

2/7/17

Date

Capistrano Unified School District TK Waiver

**For the Period of
August 22, 2017 to June 7, 2018**

CALIFORNIA DEPARTMENT OF EDUCATION WAIVER APPROVAL TO OFFER A MODIFIED INSTRUCTIONAL DAY TRANSITIONAL KINDERGARTEN PROGRAM AT KINOSHITA ELEMENTARY SCHOOL

Background:

TK programs operated by a district must be of equal length to any kindergarten programs operated by the same district, unless there is an approved State Board of Education waiver on file. By statute, the maximum school day in kindergarten is 4 hours (*EC* 46110). An exception to this statute allows schools that have adopted an early primary program (extended-day kindergarten) to exceed 4 hours (*EC* 8973).

“Pursuant to *EC* 37202, Ed Code or *CCR* to Waive: (a) Except if a school has been closed by order of a city or a county board of health, or of the State Board of Health, on account of contagious disease, or if the school has been closed on account of fire, flood, or other public disaster, the governing board of a school district shall maintain all of the [elementary day schools established by it for an equal length of time during the school year] and all of the day high schools established by it for an equal length of time during the school year. (b) Notwithstanding subdivision (a), a school district that is implementing an early primary program, pursuant to Chapter 8 (commencing with Section 8970) of Part 6, may maintain kindergarten classes at different school sites within the district for different lengths of time during the school day.”

Waiver:

This allows the District to submit a waiver to the California Department of Education to offer a modified instructional day for transitional kindergarten:

The District will offer a half day transitional kindergarten (TK) day than the full day kindergarten at Kinoshita Elementary school covering the 2017-2018 school year with a total of 180 days. Under the current structure, kindergarten students at Kinoshita Elementary School are in school from 7:45 a.m. to 2:05 p.m. on Monday, Wednesday, Thursday, and Friday; and, from 7:45 a.m. – 12:45 p.m. on Tuesday for a full school day and a teacher student ratio of 1 to 24. The standard TK hours across the district consist of an early start time of 8:00 a.m. – 11:53 a.m., and a late start time of 9:30 a.m. – 1:23 p.m. Monday through Friday for a half day schedule and a teacher student ratio for half the session of 1 to 15. The MOU would allow for TK at Kinoshita Elementary School have a varied schedule from kindergarten starting at 7:45 a.m. to 11:38 a.m., Monday through Friday; and, the late group is in school from 9:15 a.m. – 1:08 p.m. on Monday, Wednesday, Thursday, and Friday for a half day schedule. Tuesday’s schedule would be a half day from 7:45 a.m. to 11:38 a.m. for all children.

Rationale:

The reason for the varied schedule is to maintain a TK program that is similar to the other TK classrooms at the 12 elementary schools within the district. This early and late start schedule also provides continuity of services with lower teacher to child ratios for half of the session.



Capistrano Unified School District
Kinoshita Elementary School
School Site Council (SSC) Minutes

February 8, 2017

Members Present:

☒ Jose Luis Pedraza ☒ Vikkie Fairchild ☒ Katherine Hendrickson
Rose Rodda ☒ Mary Johnson Miriam Berber
☒ Laura Ayala ☒ Lourdes Carbajal ☒ Isidra Cortez

Others Present:

☐ Shannon Scarborough, Special Education Representative ☒ Laura Ayala, ELAC representative

1. Mr. Pedraza , called the meeting to order at 2:10 p.m. and welcomed everyone.

2. Roll call of the members. Quorum was met with 7 members present.

3. The agenda was reviewed.

Recommendation(s):

Motion to approve: Laura Ayala moved to approve the agenda _____.

Second: Lourdes Carbajal seconded the motion.

Vote: 7 approved, 0 against, 0 abstained

4. The minutes from the N/A meeting were reviewed.

Recommendation(s):

Motion to approve: Vikkie Fairchild moved to continue to have TK and Kinder with current schedule.

Second: Mary Johnson seconded the motion.

Vote: 7 approved, _____ against, _____ abstained

5. Report from Officers/special committees N/A

Recommendation(s):

Motion to approve: _____ N/A _____ moved to
_____.

Second: _____ seconded the motion.

Vote: ____ approved, ____ against, ____ abstained

6. Unfinished business/general orders N/A

Recommendation(s):

Motion to approve: _____ moved to
_____.

Second: _____ seconded the motion.

Vote: ____ approved, ____ against, ____ abstained

7. New Business

Recommendation(s):

Motion to approve: _____ moved to
_____.

Second: _____ seconded the motion.

Vote: ____ approved, ____ against, ____ abstained

8. Public Comment: N/a

9. Items for the Next Meeting

Recommendation(s):

Motion to approve: _____ moved to
_____.

Second: _____ seconded the motion.

Vote: ____ approved, ____ against, ____ abstained

10. Adjournment

Motion to Adjourn: _____ moved to
adjourn.

Second: _____ seconded the motion.

Vote: ____ approved __0__ against, __0__ abstained

The meeting adjourned at __2:35pm__

Kinoshita Elementary School

"Bonsais on the ROAD to college"

School Site Council

Meeting Agenda

February 8, 2017

Starting Time 2:15
Time 2:30

Proposed End

Participants at the Meeting: School Site Council members. All staff, parents, and members of the public are invited to attend the meeting.

Agenda Item	Action Requested	Responsible Person	Time Limit
Call the Meeting to Order	None	Chair	1 minute
Roll Call/Introductions	None	Secretary	1 minute
Changes/Additions to the Agenda and Review of the Minutes	Approval/Modification of the agenda and minutes	Chair	3 minutes
Public Comment Overview of Executive	Under the open meeting law, no action related to public comment may be acted upon at the meeting. Issues raised at this meeting may be scheduled for another school site council meeting.	Chair	20 minutes
Unfinished Business	None	Chair	2 minutes
New Business Discussion and Approval of Transitional Kindergarten, 17-2018	Discussion/ Approval of expenditures	Chair	20 minutes

Adjournment	Approval to adjourn the meeting	Chair	1 minute
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CHARTER SCHOOLS AUTHORIZATION

~~The Governing Board believes that charter schools provide one opportunity to implement school-level reform and to support innovations which improve student learning. These schools shall operate under the provisions of their charters, federal laws, specified state laws and general oversight of the Board. CUSD and any charter school approved by the Board shall comply with all requirements in California's Charter Schools Act. This policy shall be included as part of all charters approved by the Board.~~

~~In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. Accordingly, in order to implement state law fully and fairly, and to provide petitioners with a thorough description of how the district will meet its obligations under law, the Board adopts the following:~~

~~The Board of Trustees recognizes that charter schools may assist the District in offering diverse learning opportunities for District students. In considering any petition to establish a charter school within the district, the Board shall give careful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.~~

~~These schools shall operate under the provisions of their charters, federal laws, specified state laws and general oversight of the Board. The District and any charter school approved by the Board shall comply with all requirements in California's Charter Schools Act (Education Code section 47600, et seq.). This policy shall be included as part of all charters approved by the Board.~~

~~One or more persons may submit a petition for a start-up charter school to be established within the District. In addition, an existing District school may be converted to a charter school when deemed beneficial by the District and community or when state or federal law requires restructuring of the school because of low performance.~~

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

A. Petition

~~A petition to the Board of Trustees to approve a charter school shall include the following information:~~

~~The name, address and phone number of each applicant, together with a statement signed by each of them, formally applying to the Board for approval of the charter school.~~

CHARTER SCHOOLS AUTHORIZATION (continued)

~~A thorough description of the education, work experience, credentials, degrees and certifications of the individuals comprising, or proposed to comprise, the directors, administrators and managers of the proposed charter school.~~

~~The By laws, articles of incorporation and other management documents, as applicable, governing, or proposed to govern, the charter school. The information in this section should specify that the charter school will be subject to the Brown Act, the Public Records Act, as well as the Conflict of Interest provisions which also apply to members of the Board of Trustees. The Board of Trustees will give preference to proposals which specify that the charter school will be operated as, or be operated by, a nonprofit public benefit corporation.~~

~~A list of consultants whom the charter school has engaged, or proposes to engage, for the purpose of developing, operating and evaluating the charter school, together with a thorough description of the qualifications of such consultants.~~

~~The names, addresses and phone numbers of those persons endorsing the proposal with original signatures of such petitioners and in the form provided in Section 47605 of the State Education Code. The petition form must also indicate that a copy of the charter school proposal was attached such that petitioners could review it prior to signing. Parents/guardians signing a petition form must have one or more children who are age appropriate for the proposed charter school. Teachers signing a petition form must be properly credentialed to teach one or more core academic classes in the proposed charter school.~~

~~A Charter School Proposal including reasonably comprehensive descriptions of those elements of school philosophy, curriculum and practice as called for in Section 47605(b)(5)(A) through 47605(b)(5)(P) inclusive of the Code. Petitioners for charter schools shall submit curriculum content and performance standards by grade level and subject area to the Superintendent or designee.~~

~~A description of the proposed assessment program related to the school's measurable pupil outcomes. This description should include a discussion of how the charter school shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. Schools chartered in CUSD shall administer agreed upon annual pre and post assessments, aligned to the Board approved charter school curriculum, with measurable student performance targets specified in the charter.~~

~~A signed statement affirming that the school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any person on the basis of ethnicity, national origin, gender, or disability as set forth in Section 47605(d)(1) of the Code.~~

CHARTER SCHOOLS AUTHORIZATION (continued)

~~The address and a description of the charter school facility or facilities, located within the geographic boundaries of the district, together with such documentation sufficient to provide reasonable evidence that the charter school facility is safe, habitable, well suited for its educational purpose, and that applicant has secured or has reasonable assurance of securing the facility for use by the charter school.~~

~~A description of the proposed charter school's building maintenance, replacement, and expansion policies, including related financial projections. Current financial statements for the charter school, including a detailed balance sheet and statements of income and expense shall be included in cases of renewal applications.~~

~~A detailed, complete, and fully annotated operational budget with estimates of charter school revenues and expenditures, cash flows, and reserve positions, for the first three years of operation, including startup costs and the precise salary and benefits paid and to be paid to the persons or positions identified in paragraphs A (1), A (2), A (4), and A (13) of this policy.~~

~~An attorney's opinion or a narrative from the charter school applicant providing a thorough description of the potential civil liability, if any, of the charter school and the district.~~

~~A summary of the administrative structure and organization of the school. The summary should specifically include school district liaison, special education and other basic elements of school operation. This section should also detail the proposed academic calendar including: Days of Instruction, hours of operation, expectations for pupil attendance and annual instructional minutes for each grade level to be served.~~

~~The manner, format and content by which the charter school proposes to regularly report to the district concerning implementation of the approved charter, measurable student progress, as well as the current and projected financial viability of the school.~~

~~The augmented plans to insure the health and safety of students and staff beyond those listed under Required Element F. These plans are to address any plans for additional TB screening, student supervision, safety training for staff, as well as requirements regarding immunization screening.~~

~~Education Code Section 47605(b) (5) (P) calls for a description of the procedures to be used if the charter school closes. The Board of Trustees expresses a preference for procedures which include a provision whereby residual assets of the charter school will accrue to the benefit of the district.~~

~~A description of Special Education Services provided to students enrolled in the charter school. This description must clarify the relationship between charter schools, member school agencies~~

CHARTER SCHOOLS AUTHORIZATION (continued)

~~and the SELPA, as well as, individual and mutual responsibilities as described under the law. In addition, this description must clarify how the charter school and chartering agency will meet the special education needs of all eligible students enrolled in the charter school. Pursuant to legal provisions of both federal and state law, eligible students enrolled in the charter school are entitled to special education services provided in the same manner as such services are provided in other public schools and charter schools within the local SELPA. All parties shall comply with all applicable requirements of state and federal law regarding provision of special education services (Education Code 56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Chapter 33). It is understood that a charter school shall not discriminate against any pupil in its admission criteria on the basis of disability. Funding for special education services, participation in the governance structure and responsibility for provision of services shall be based on the following: 1) whether the charter school is approved as an LEA or is deemed to be a public school within the LEA that granted the charter, and 2) the agreement (MOU) between the charter school and sponsoring LEA. The charter school must delineate in the charter or in a memorandum of understanding (MOU) the entity responsible for providing special education instruction and services. These documents should clarify the roles and responsibilities of each party with regard to IEP meetings, authorization of services, implementation of due process rights and legal representation. These documents must also reference any anticipated transfer of special education funds between the granting entity and the charter school, if any, and any provisions for sharing costs, deficits and/or prorating factors in funding.~~

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board.

Charter petitioners shall present petitions to the Board at a public meeting of the Board. Petitions shall be submitted in final form and shall contain all of the information the charter petitioners intend for consideration by the District. Information or documentation provided after the original submission may not be accepted or considered as part of the petition review process, at the sole discretion of the District. For purposes of this regulation, submission and receipt of a petition means the date of presentation of the petition to the Board at a public meeting.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the District may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the District, and parents/guardians. (Ed. ~~ucation~~ Code, § 47605, subd. (b).)

(cf. 9320 - Meetings and Notices)

CHARTER SCHOOLS AUTHORIZATION (continued)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. The District will request an extension on all petitions submitted. (Education Code, § 47605, subd. (b).)

In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code § 47611.5, subd. (e).)

~~B. Process~~

- ~~1. Upon receipt of a petition or preliminary application the district shall date stamp the cover page of the submitted materials. A complete charter school petition shall include all of the information referenced in the Charter Schools Act by which the Board of Trustees may evaluate the application. While a charter school petition may be submitted at any time during the year, petitioners are encouraged not to submit a petition during a period when a regular Board meeting is not scheduled within the next 30 days. In addition, petitioners seeking approval to commence charter school operation at the start of the next school year are encouraged to initiate the process not later than the prior December 15th. In the case of petitions received after that date, the Board of Trustees reserves the right to consider approval on the basis of a one year delay in the commencement of charter school operation.~~
- ~~2. Not later than 30 days after receiving the complete charter school petition, the Board shall hold a public hearing on the provisions of the charter, at which time the level of support for the petition by teachers of the district, other employees of the district and parents, shall be considered. Charter applicants shall appear and provide testimony to the Board of Trustees. Notice of the hearing will be provided to each bargaining unit representing the employees of the district.~~
- ~~3. Within 60 days of receipt of the petition, or 90 days based upon agreement between the applicant and the school district, the Board shall either grant or deny the petition. The Board may also approve the petition while noting certain conditions that the Board deems reasonable and rationally related to increasing the likelihood of success for the charter school and/or compliance with law. In that case, the Charter Schools Section of the State Department of Education, and other agencies as required by law, will be notified that the charter has been approved. The conditions cited by the Board~~

CHARTER SCHOOLS AUTHORIZATION (continued)

~~of Trustees will be addressed in the Memorandum of Understanding or Operating Agreement to be developed between the charter school applicant and the Superintendent or designee. In the event that an agreement cannot be developed and signed prior to receipt by the State Board of Education and the State Superintendent of Public Instruction, the Superintendent, or designee, will so inform the State Department of Education. Further, the Superintendent and the Board of Education will consider whether failure to reach agreement with the charter school applicant regarding the conditions noted by the Board of Education constitutes cause for charter revocation.~~

~~As needed, the Superintendent or designee may work with the charter school petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.~~

A. Approval of Petition

~~The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education ("CDE") under Education Code section 54032. (Ed. ~~ucation~~ Code, § 47605, subd. (b), (h).)~~

~~The Board may initially grant a charter for a specified term not to exceed five years. (Ed. ~~ucation~~ Code, § 47607, subd. (a)(1).)~~

~~(cf. 0420.42 - Charter School Renewal)
(cf. 0420.43 - Charter School Revocation)~~

~~The Board shall ensure that any approved charter 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, multiple measures for evaluating the educational program, and regular reports to the Board.~~

~~(cf. 0420.41 - Charter School Oversight)~~

~~The District shall not require any District student to attend the charter school nor shall it require any District employee to work at the charter school. (Ed. ~~ucation~~ Code, § 47605, subd. (e), (f).)~~

~~The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the District and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.~~

CHARTER SCHOOLS AUTHORIZATION (continued)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education ("SBE"). (Ed. ~~ucation~~ Code, § 47605, subd. (i).)

C. ~~Denial of Petition—Findings~~

~~It is the intent of the Board that charter schools with sound educational practice should be encouraged. The Board shall deny a petition only if the Board makes written factual findings, specific to the particular petition, setting forth specific facts to support one, or more, of the following findings:~~

~~The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.~~

~~The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.~~

~~The petition does not contain the number of signatures required by the Code (paragraph 47605(b)(3) of the Code).~~

~~The petition does not contain an affirmation of each of the conditions set forth in Section 47605(d) of the Code.~~

~~The petition does not contain reasonably comprehensive descriptions of all the information required under paragraph A (6) of this policy (paragraph 47605(b)(5) of the Code).~~

~~The petition or proposed program is inconsistent with state law.~~

B. Denial of Petition

The Board shall deny any petition to authorize the conversion of a private school to a charter school. (Ed. Code, § 47602; Cal. Code Regs., tit. 5, § 11965.)

The Board shall deny any petition ~~or~~ that proposes to serve students in a grade level that is not served by the District, unless the petition proposes to serve students in all the grade levels served by the District. (Ed. ~~ucation~~ Code, § 47602, 47605, subd. (a)(6); ~~5 CCR 11965~~.)

Any other charter petition shall be denied only if the Board presents written factual findings specific to the petition that one or more of the following conditions exist: (Ed. ~~ucation~~ Code, § 47605, subd. (b).)

CHARTER SCHOOLS AUTHORIZATION (continued)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the requisite number of parent/legal guardian or teacher signatures, as set forth below ~~required~~.
4. The petition does not contain an affirmation of each of the conditions described in Education Code section 47605, subdivision (d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code section 47605, subdivision (b).
6. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students who reside outside the special education local plan area in which the District participates. (Ed. ~~ucation~~ Code, §§ 47605.7, subd. (a); 47647.)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Ed. ~~ucation~~ Code, § 47605, subd. (j)(1).)

C. Approval of Petition with Conditions; Operation as Denial Unless Notice Condition Satisfied

The Board is cognizant of the intent of the Legislature that charter schools are, and should become, an integral part of the California educational system, and that the establishment of charter schools should be encouraged.

Therefore, if the Board determines that a petition for a start-up charter school or conversion charter school presents a program that has the potential to provide students with a high-quality education but fails to include all components and/or signatures required by law, and that the

CHARTER SCHOOLS AUTHORIZATION (continued)

petition may be revised to include the requisite components and/or signatures, the Board ~~shall have~~ may consider the option of approving the petition with conditions. (Ed. Code, §§ 35160, 35160.1.)

If the Board elects to approve the petition with conditions, the Board shall present written factual findings specific to the petition setting forth the conditions that must be satisfied in order for the petition to be granted and the time frame within which the conditions~~y~~ must be satisfied. The Board shall also specify a date by which the revised petition must be ~~re~~-submitted.

The Board shall carefully review any revised petition it receives, with any supplementary information, and determine whether the revised petition adequately addresses all of the Board's previously-identified concerns and whether all of the conditions identified have been satisfied.

If the Board determines that all of its concerns have been addressed and all of the specified conditions have been satisfied, the Board shall grant the charter for a specified term not to exceed five years. (Ed. Code, § 47607, subd. (a)(1).)

If, however, the Board determines that some or all of its concerns have not been addressed, or some or all of the specified conditions have not been satisfied, the Board shall deny the revised petition and provide written factual findings specific to the petition that one or more of the conditions identified above persists. (Ed. Code, § 47605, subd. (b).)

The approval of a petition with conditions by the Board shall constitute a denial of the petition for all purposes of Education Code section 47605, subdivisions (b) and (j), unless within three (3) business days of the Board action the petitioners provide written notice to the District of their intent to submit a revised petition in response to the Board's conditions for approval. (Ed. Code, § 47605, subd. (j)(1); Ed. Code, §§ 35160, 35160.1.)

The petitioners may ~~then~~ choose to submit the denied petition or denied revised petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Ed. Code, § 47605, subd. (j)(1).)

D. Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (~~Education Code 47605~~)

CHARTER SCHOOLS AUTHORIZATION (continued)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation. (Ed. Code, § 47605, subd. (a)(1)(A).)
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation. (Ed. Code, § 47605, subd. (a)(1)(B).)

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Ed. ~~uation~~ Code, § 47605, subd. (a)(2).)

(cf. 4116 - Permanent/Probationary Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Ed. ~~uation~~ Code, § 47605, subd. (a)(3).)

E. Additional Components of Charter Petition

The charter petition shall include affirmations of the conditions described in Education Code, section 47605, subdivision (d) as well as reasonably comprehensive descriptions of: (~~Education Code 47605, 47611.5)~~

1. The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners. (Ed. Code, § 47605, subd. (b)(5)(A)(i).)

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code section 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth. These goals shall be aligned with the state priorities listed in Education Code section 52060, subdivision (d) that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter school, goals aligned

CHARTER SCHOOLS AUTHORIZATION (continued)

with those priorities, and specific annual actions to achieve those goals. (Ed. Code, § 47605, subd. (b)(5)(A)(ii).)

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed charter school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements. (Ed. Code, § 47605, subd. (b)(5)(A)(iii).)

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code section 52060, subdivision (d) that apply for the grade levels served, or the nature of the program operated, by the charter school. (Ed. Code, § 47605, subd. (b)(5)(B).)

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. (Ed. Code, § 47605, subd. (b)(5)(C).)

(cf. 0510 - School Accountability Report Card)

4. The Charter petition shall state the charter school will comply with the Brown Act and the California Public Records Act.

54. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement. (Ed. Code, § 47605, subd. (b)(5)(D).)

a. Charter School board meetings must take place inside the District boundaries or outside the District boundaries if the charter school meets Government Code section 54953, which outlines the requirements for teleconferencing. A teleconferencing location must be available within District boundaries.

CHARTER SCHOOLS AUTHORIZATION (continued)

65. The qualifications to be met by individuals to be employed by the school. (Ed. Code, § 47605, subd. (b)(5)(E).)
76. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code section 44237. (Ed. Code, § 47605, subd. (b)(5)(F).)
87. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the District's territorial jurisdiction. (Ed. Code, § 47605, subd. (b)(5)(G).)
98. Admission requirements, if applicable. (Ed. Code, § 47605, subd. (b)(5)(H).)
109. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction. (Ed. Code, § 47605, subd. (b)(5)(I).)
1140. The procedures by which students can be suspended or expelled. (Ed. Code, § 47605, subd. (b)(5)(J).)
1244. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. (Ed. Code, § 47605, subd. (b)(5)(K).)
1342. The public school attendance alternatives for students residing within the District who choose to not attend the charter school. (Ed. Code, § 47605, subd. (b)(5)(L).)
1443. A description of the rights of any District employee upon leaving District employment to work in the charter school and of any rights of return to the District after employment at the charter school. (Ed. Code, § 47605, subd. (b)(5)(M).)
1544. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions. (Ed. Code, § 47605, subd. (b)(5)(N).)
1645. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3. (Ed. Code, §§ 47605, subd. (b)(6); 47611.5.)

CHARTER SCHOOLS AUTHORIZATION (continued)

1716. The procedures to be used if the charter school closes, including, but not limited to: ~~65~~ ~~CCR 11962~~

- a. Designation of a responsible entity to conduct closure-related activities.
- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure.
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure.
 - (3) The students' Districts of residence.
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.
- c. Provision of a list of students at each grade level, the classes they have completed, and their Districts of residence to the responsible entity designated in accordance with item #16a above.
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity.
- e. Transfer and maintenance of personnel records in accordance with applicable law.
- f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to California Code of Regulations, title 5, section ~~CCR~~ 11962 and an assessment of the disposition of any restricted funds received by or due to the school.
- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to California Code of Regulations, title 5, section ~~CCR~~ 11962.

CHARTER SCHOOLS AUTHORIZATION (continued)

h. Completion and filing of any annual reports required pursuant to Education Code section 47604.33.

i. Identification of funding for the activities identified in item #16(a)-(h) above.

(Ed. Code, § 47605, subd. (b)(5)(O); Cal. Code Regs., tit. 5, § 11962, subds. (a)-(i).)

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (~~Education Code 47605~~)

1. The facilities to be used by the school, including where the school intends to locate.

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the school are to be provided.

3. Potential civil liability effects, if any, upon the school and District.

4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation.

(Ed. Code, § 47605, subd. (g).)

F. Charter Petition Submission Protocol:

1. The first page of the official petition submission shall be a letter or statement addressed to the Board, formally applying to the Board for approval of the charter, containing the name, address and phone number of the lead petitioner or petitioners, and signed by the lead petitioner or petitioners.

2. The first page shall be numbered page number 1 and shall state the entire number of pages of the petition.

3. Petitions shall be submitted via a flash drive containing a searchable PDF version of the charter petition. One original document shall be received and marked as the official petition submission. Additional copies, supplemental materials, brochures, and electronic media such as videodiscs shall not be considered as part of the official petition to be approved or denied by the Board. Along with the flash drive, please provide a hard copy of the first page of the charter petition and the Roster of Key Contacts (found on the Charter School website).

Legal Reference:

CHARTER SCHOOLS AUTHORIZATION (continued)

EDUCATION CODE

220 Nondiscrimination

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

41365 Charter school revolving loan fund

42238.51-42238.53 Funding for charter districts

44237 Criminal record summary

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

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

51745-51749.3 Independent study

52052 Numerically significant student subgroup, definition

53300-53303 Parent Empowerment Act

56026 Special education

56145-56146 Special education services in charter schools

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 5

4800-4808 Parent Empowerment Act

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

6316 Program improvement

7223-7225 Charter schools

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)

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2009

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Special Education and Charter Schools: Questions and Answers, September 10, 2002

CHARTER SCHOOLS AUTHORIZATION (continued)U.S. DEPARTMENT OF EDUCATION GUIDANCECharter Schools Program, July 2004The Impact of the New Title I Requirements on Charter Schools, July 2004WEB SITESCSBA: <http://www.csba.org>California Charter Schools Association: <http://www.ccalcharters.org>California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/es>National Association of Charter School Authorizers: <http://www.charterauthorizers.org>U.S. Department of Education: <http://www.ed.gov>**~~D. Monitoring and Supervision~~**

~~The Board 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. In accordance with the law and the charter provisions, charters shall submit timely response to requests for information from the District and provide regular reports to the Board to assist the Board in fulfilling its oversight responsibility. These shall include, but not be limited to, an annual financial audit and program audit.~~

- ~~1. The relationship between the charter school and the district, as well as any services to be provided by the district, will be described in a Memorandum of Understanding or Operating Agreement. The provisions of this written agreement will be discussed concurrently with consideration of charter approval.~~
- ~~2. The Superintendent or designee shall inspect, not less often than annually, documents on file at the charter school which shall verify that all teachers at the school hold a certificate, permit or other document equivalent to that which teachers in other public schools would be required to hold, and that those teachers at the school instructing students in college preparatory subject areas such as mathematics, science, social science and language arts meet the same requirements imposed under state law on teachers in other public schools instructing such college preparatory subjects.~~

CHARTER SCHOOLS AUTHORIZATION (continued)

~~3. The Superintendent or designee shall examine, not less than annually, the audit report of the charter school, and shall, not less than annually, examine the general operation of the charter school. The Superintendent will promptly report to the Board any instance in which the charter school has committed any of the violations listed in the Education Code section 47607(b) below:~~

~~Any charter granted by the Board should contain adequate processes and measures for holding the school accountable for fulfilling the terms of the charter. A charter may be revoked after giving notice and after being given a reasonable opportunity to cure any of the following violations:~~

- ~~1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter petition.~~
- ~~2. Failed to meet or pursue any of the pupil outcomes identified in the charter petition.~~
- ~~3. Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.~~
- ~~4. Violated any provision of law.~~

~~4. Upon written finding by the Board that the charter school committed any of the violations in paragraph 47607(b)(1) through (4) of the Code inclusive, the Board shall notify the charter school accordingly, providing notice that the Board may revoke the charter, and give the school reasonable opportunity to cure the violation (unless the Board determines that the violation constitutes a severe and imminent threat to the health or safety of pupils, then the Board reserves the right to revoke the charter immediately). Upon evidence satisfactory to the Board that the violation has been cured, the Board shall rescind the written findings. After a reasonable period, if satisfactory evidence is not presented to the Board that the violation has been cured, the Board may revoke the charter effective at such date as the Board determines appropriate.~~

~~5. The district shall charge, and the charter school shall pay the district, for the actual costs of monitoring and supervision not to exceed 1% of the revenue of the charter school except as otherwise provided by law.~~

E. Charter Approval

~~An initial approval of a charter petition by the Board shall be for a period normally not to exceed three years.~~

F. Charter Renewal or Material Modification of an Approved Charter

CHARTER SCHOOLS AUTHORIZATION (continued)

- ~~1. Renewing or materially modifying a charter are each subject to the approval of the Board.~~
- ~~2. Applications to renew or materially modify the charter shall include all the same information, be processed in the same way, be subject to approval or denial on the same basis, as proposals for new charter schools, except that any renewal approval shall be for a period of five years from the expiration date of the charter and a material modification when approved shall not affect the expiration date of the charter as originally approved.~~
- ~~3. Applications to materially modify the charter may be submitted at any time during the life of the approved charter. Applications to renew the charter shall be submitted no earlier than nine months prior to the date of charter expiration.~~
- ~~4. A material modification of an approved charter is any change in the representations made to the district under sections A (3), A (6) through (16) inclusive, of this policy.~~

G. Miscellaneous

- ~~1. Should a charter school elect to operate as, or be operated by, a nonprofit public benefit corporation, the Board of Trustees may appoint a representative to serve on the board of directors of the corporation, and the corporation shall confer upon the board's appointee all rights and responsibilities exercised by any other director of the corporation.~~
- ~~2. A charter school shall promptly respond to all reasonable inquiries from the district.~~
- ~~3. The superintendent is charged with developing administrative regulations to implement this policy.~~

Legal Reference: EDUCATION CODE 47601 et. seq.

EDUCATION CODE17280-17317 Field Act17365-17374 Field Act, fitness for occupancy33054 Waivers41365 Charter school revolving loan fund42100 Annual statement of receipts and expenditures42238.51-42238.53 Funding for charter districts44237 Criminal record summary44830.1 Certificated employees, conviction of a violent or serious felony45122.1 Classified employees, conviction of a violent or serious felony46201 Instructional minutes47600-47616.7 Charter Schools Act of 1992, as amended47640-47647 Special education funding for charter schools

CHARTER SCHOOLS AUTHORIZATION (continued)

~~47652 Funding of first year charter schools~~
~~48000 Minimum age of admission (kindergarten)~~
~~48010 Minimum age of admission (first grade)~~
~~48011 Minimum age of admission from kindergarten or other school~~
~~51745-51749.3 Independent study~~
~~52052 Alternative accountability system~~
~~54032 Limited English or low achieving pupils~~
~~56026 Special education~~
~~56145-56146 Special education services in charter schools~~
~~60600-60649 Assessment of academic achievement, including:~~
~~60605 Academic content and performance standards; assessments~~
~~60640-60649 Standardized Testing and Reporting Program~~
~~60850-60859 High school exit examination~~
GOVERNMENT CODE
~~3540-3549.3 Educational Employment Relations Act~~
~~54950-54963 The Ralph M. Brown Act~~
PENAL CODE
~~667.5 Definition of violent felony~~
~~1192.7 Definition of serious felony~~
CODE OF REGULATIONS, TITLE 5
~~11700.1-11705 Independent study~~
~~11960-11969 Charter schools~~
CODE OF REGULATIONS, TITLE 24
~~101 et seq. California Building Code~~
UNITED STATES CODE, TITLE 20
~~6311 Adequate yearly progress~~
~~6319 Qualifications of teachers and paraprofessionals~~
~~7223-7225 Charter schools~~
CODE OF FEDERAL REGULATIONS, TITLE 34
~~200.1-200.78 Accountability~~
ATTORNEY GENERAL OPINIONS
~~80 Ops. Cal. Atty. Gen. 52 (1997)~~
~~78 Ops. Cal. Atty. Gen. 297 (1995)~~
Management Resources:
CSBA PUBLICATIONS
~~Charter Schools: A Manual for Governance Teams, rev. 2005~~
CSBA ADVISORIES
~~Charter School Facilities and Proposition 39: Legal Implications for School Districts, September 2005~~
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
~~Special Education and Charter Schools: Questions and Answers, September 10, 2002~~
U.S. DEPARTMENT OF EDUCATION GUIDANCE
~~Charter Schools Program, July 2004~~
~~The Impact of the New Title I Requirements on Charter Schools, July 2004~~
WEB SITES
~~CSBA: <http://www.csba.org>~~
~~California Building Standards Commission: <http://www.bsc.ca.gov>~~
~~California Charter Schools Association: <http://www.charterassociation.org>~~
~~California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/es>~~
~~Education Commission of the States: <http://www.ecs.org>~~
~~National Association of Charter School Authorizers: <http://www.charterauthorizers.org>~~

| CHARTER SCHOOLS **S AUTHORIZATION** (continued)

| *National School Boards Association: <http://www.nsba.org>*

| *U.S. Department of Education: <http://www.ed.gov>*

| *(11/02-11/03) 3/06*

Policy

adopted: March 8, 1999

| revised: ~~August 14, 2006~~ June _____, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

**Authorization of Coaches to Provide Second Semester Physical Education Credit
February 22, 2017**

ALISO NIGUEL HIGH SCHOOL

Last	First	Sport
Alvarez	Sharon	Softball
Barnett	Keith	Basketball-B
Calahan	Michael	Football
Colwell	Greg	Wrestling-B/G
Cox	Ryan	Swim-G
Golden	Jeremy	Drama
Hanson	Craig	Baseball
Mashburn	Andrew	Volleyball-B, Tennis-B, Track-G, Soccer-B/G
Puffer	Jon	Swim-B
Riach	Tom	Basketball-G
Riddle	Juanita	Pep/Cheer
Turney	Jason	Golf
Weinberg	Dave	Band
Westling	Kurt	Football

CAPO VALLEY HIGH SCHOOL

Last	First	Sport
Addison	Chad	Athletic Director, Tennis-B, Softball, Volleyball, Pep Squad, Baseball
Bordner	Rich	Wrestling
Bucher	Ernst	Football
Higginson	Patrick	Swim-G
Jimenez	Jeannette	Track-G
Minier	Mike	Golf
Mulligan	Brian	Basketball-B
Schepens	Scott	Track-B
Schultz	Brian	Surf
Sorrell	Jason	Soccer

CAPO VALLEY HIGH SCHOOL

Last	First	Sport
Tribe	Josh	Football
Tucker	Emily	Drama
Waldukat	Andy	Marching Band
Yancey	Kendra	Basketball-G

DANA HILLS HIGH SCHOOL

Last	First	Sport
Casey	Brittany	SOCSA (Musical)
Compean	Leonardo	Soccer-B
Cosenza	Brandon	Softball
Desiano	Tom	Basketball-B
Forester	Glen	Golf-B/G
Georgia	David	Basketball-G, Soccer, Water Polo, Tennis-B
Ortiz	Ashley	Cheer
Rosa	Matt	Water Polo-B, Swim-B
Sampson	Tim	Surf
Skinner	Phil	Football
Stinson	Rick	Stand Up Paddle
Wade	Steve	Drumline

SAN CLEMENTE HIGH SCHOOL

Last	First	Sport
Brown	Rich	Wrestling
Cain	Josh	Lacrosse
Calentino	Mark	Wrestling
Dollar	Thomas	Swim
Hamro	Jonathan	Basketball, Soccer, Softball, Lacrosse
Johnson	Daniel	Track
Kerr	Brad	Swim
Popovich	Marc	Basketball
Proodian	David	Track
Soto	Antonio	Drumline
Stephens	John	Tennis-B

SAN JUAN HILLS HIGH SCHOOL

Last	First	Sport
Beilstein	Cambria	Drama
Briggs	Charles	Football
Efstathiou	Jason	Basketball
Flowers	Aaron	Football
Gonzalez	Armando	Football
King	Emily	Pep Squad
McElroy	Dean	Marching Band/Drumline
Moore	Farrell	Soccer
Roberts	Nate	Surf
Summers	Robert	Track
Tinker	James	Golf
Wooten	Jeremy	Baseball

TESORO HIGH SCHOOL

Last	First	Sport
Brail	Rick	Baseball
Ciccomascolo	Lauren	Lacrosse-G
Des Palmes	Cheryl	Dance
Dileo	Tim	Tennis-B
Garrett	Steve	Basketball-B
Gibson	Mike	Swim-B
Johnstone	Van	Golf-B
Olinger	Cathy	Auxiliary Group, Drumline, Dance Guard
Pinon	Ryan	Surf
Poston	Matt	Football
Rich	Polk	Volleyball-B/G
Seal	David	Football
Skaff	Don	Soccer-B
Smathers	Roxanne	Cross Country

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Cardey, Christian	Inst Asst	Voluntary	08/12/2016	01/20/2017
2. Carlisle, Teresa	Job Technician I	Retirement	10/18/2004	02/01/2017
3. Crancer, Catherine	IF-Sp Ed	Voluntary	08/24/2015	01/24/2017
4. Crowe, Michael	Walk-on Coach	Voluntary	09/02/2008	11/14/2016
5. Eilers, Staci	Inst Asst-Comp Lab	Voluntary	11/07/2016	01/26/2017
6. Gill, Laura	Sch Bus Driver	Retirement	09/19/1989	12/31/2016
7. Hammer, Samantha	IF-Sp Ed	Voluntary	01/09/2017	01/12/2017
8. Holter, Troy	IF-Sp Ed	Voluntary	10/06/2016	01/18/2017
9. Hunt, Larrisa	IF-Sp Ed	Voluntary	08/24/2015	01/10/2017
10. Jacobson, Julia	IF-Sp Ed	Voluntary	10/25/2010	02/08/2017
11. Larmand, Matt	Student Supvr	Voluntary	11/19/2015	01/20/2017
12. Lipson, Julie	Inst Asst	Voluntary	04/12/2016	02/13/2017
13. McFadden, Jinkee	MS Library Media Technician	Voluntary	09/02/2005	01/13/2017
14. Montes, Richard	Groundskeeper	Retirement	09/10/1979	02/06/2017
15. Panuzzo, Christina	Elem Sch Office Mgr	Voluntary	08/09/2001	02/01/2017
16. Pennington, Taylor	FS Worker	Voluntary	08/12/2016	01/27/2017
17. Pignone, Julie	FS Worker	Voluntary	09/15/2006	01/13/2017
18. Pulfer, Beth	Academic Advisor	Voluntary	10/29/2015	01/26/2017
19. Qian, Li	Blngl Inst Asst	Voluntary	09/26/2016	12/21/2016
20. Ramos, James	Maintenace Painter	Voluntary	10/28/1996	01/18/2017
21. Sanecz, Rosetta	FS Worker	Voluntary	12/19/2016	02/10/2017
22. Seymour, Deborah	Inst Asst	Voluntary	09/05/2006	11/14/2016
23. Tucker, Cheryl	Lead FS Worker	Retirement	09/24/1997	05/12/2017
24. Vargas, Clarissa	FS Worker	Voluntary	05/22/2008	01/12/2017
25. Wood, Kathleen	Elem Sch Clerk	Retirement	09/01/1999	06/08/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Classified Employees

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
26. Aguila, Robert	Director II, Technical Svcs (12mo/40hpw)	\$141,224 yr	MGMT R59-6	02/13/2017
27. Eddy, Daniel	Maintenance Plumber (12mo/40hpw)	\$4,221.92 mo	R40-1	02/14/2017
28. Fukuwa, Nathaniel	Technology Support Spec I (12mo/40hrpw)	\$4,327.47 mo	R41-1	01/12/2017
29. Stover, Linda	Activities Account Clerk (10.75mo/40hpw)	\$3,636.23 mo	R30-3	01/11/2017

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
30. Aguilar, Rigoberto	IF-Sp Ed (9.5mo/30hpw)	\$15.62 hr	R22-1	01/23/2017
31. Almy, Jodi	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	01/11/2017
32. Bolt, Lori	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	01/17/2017
33. Cocchiaro, Lora	LVN (9.5mo/25hpw)	\$19.03 hr	R30-1	01/10/2017
34. Fejes, Kristen	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	01/17/2017
35. Garcia, Jacqueline	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	01/23/2017
36. Hartman Short, Amy	Inst Asst (9.5mo/17.5hpw)	\$14.50 hr	R19-1	02/06/2017
37. Kauppinen, Marilyn	IF-Autism (9.5mo/30hpw)	\$15.62 hr	R22-1	02/01/2017
38. Kobel, Karissa	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	01/10/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
39. Marcisz, Lauren	Inst Asst-Comp Lab (9.5mo/17.5hpw)	\$14.50 hr	R19-1	01/10/2017
40. Montes, Noah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	02/01/2017
41. Ortiz Rodriguez, Cynthia	IF-Autism (9.5mo/30hpw)	\$15.62 hr	R22-1	01/11/2017
42. Wilcox, Trace	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	01/30/2017

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
43. Bowden, Rhonda	IBI Asst/Tutor	\$16.41 hr	R24-1	01/13/2017
	Inst Asst-Sp Ed	\$14.86 hr	R20-1	01/13/2017
	IF-Sp Ed	\$15.62 hr	R22-1	01/13/2017
44. Churchill, Jennifer	LVN	\$19.03 hr	R30-1	12/16/2016
45. Craft, Jamie	Inst Asst-Sp Ed	\$14.86 hr	R20-1	01/13/2017
	IF-Sp Ed	\$15.62 hr	R22-1	01/13/2017
46. French, Lisa	Inst Asst-Sp Ed	\$14.86 hr	R20-1	01/23/2017
	IF-Sp Ed	\$15.62 hr	R22-1	01/23/2017
47. Gellatly, Erica	Student Supvr	\$10.50 hr		01/10/2017
48. Mikhaylovna, Irina	IF-Sp Ed	\$15.62 hr	R22-1	09/01/2016
49. Padilla, Rodolfo	FS Worker	\$12.82 hr	R14-1	01/26/2017
50. Pulfer, Beth	Academic Advisor	\$21.53 hr	R35-1	01/27/2017
51. Ragon, Sharon	Clerk	\$16.01 hr	R23-1	01/24/2017
52. Robinson, Amy	Clerk	\$16.01 hr	R23-1	01/13/2017
53. Turi, Cristyl	Inst Asst-Presch	\$14.86 hr	R20-1	12/05/2016
54. Welcome, Shelly	Clerk	\$16.01 hr	R23-1	01/23/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
55. Ahmadzai, Carna	Student Supvr	\$10.50 hr		01/25/2017
56. Brown, Nancy	Testing Asst	\$14.50 hr		01/01/2017- 06/09/2017
57. Castro, Xavier	Student Worker	\$10.00 hr		11/17/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 01/17/2017
58. Caudillo Pimentel, Jesus	Student Worker	\$10.00 hr		12/01/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 02/01/2017
59. Chapman Vasquez, Vanessa	Student Worker	\$10.00 hr		12/05/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 06/30/2017
60. Eck, Shighlee	Student Supvr	\$10.50 hr		01/27/2017
61. Gallego, Marina	Testing Asst	\$14.50 hr		01/01/2017- 06/09/2017
62. Garfinkle, Codi	Student Supvr	\$10.50 hr		01/31/2017
63. Hanning, Kimberly	Student Supvr	\$10.50 hr		01/24/2017
64. King, Amanda	Student Worker	\$10.00 hr		12/13/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 03/17/2017
65. Legaux, Natalie	Student Worker	\$10.00 hr		12/01/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 06/30/2017
66. Lugo, Briana	Student Worker	\$10.00 hr		11/17/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 01/17/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
67. Mohamed, Alshaimaa	Student Supvr	\$10.50 hr		01/11/2017
68. Mootchnik, Elisa	Student Supvr	\$10.50 hr		01/27/2017
69. Ramos, Carrie	Testing Asst	\$14.50 hr		01/01/2017- 06/09/2017
70. Rodriguez, Andrew	Student Worker	\$10.00 hr		12/01/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 02/01/2017
71. Scullion, Claire	Testing Asst	\$14.50 hr		01/01/2017- 06/09/2017
72. Weyrick, Chase	Student Worker	\$10.00 hr		12/05/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 06/30/2017
73. Uribe, Claudia	Student Worker	\$10.00 hr		11/16/2016- 12/31/2016
		\$10.50 hr		01/01/2017- 01/16/2017

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
74. Anderson, Dyanne	Soccer, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,801.00	11/07/2016- 02/10/2017
75. Brown, Robert	Wrestling, Head	Tesoro HS	\$ 3,501.00	11/14/2016- 01/31/2017
76. Miramontes, Jesus	Soccer, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 2,801.00	11/21/2016- 02/10/2017
77. Solder, Madison	Soccer, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,801.00	11/21/2016- 02/09/2017

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APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
78. Soza, Robert	Soccer, Boys' (Asst)	Aliso Niguel HS	\$ 2,801.00	11/21/2016- 02/10/2017
79. Taylor, Carrie	Soccer, Girls' Varsity (Head)	Dana Hills HS	\$ 3,501.00	11/07/2016- 02/10/2017
80. Walker, Lauren	Soccer, Girls' (Asst)	Aliso Niguel HS	\$ 2,801.00	11/21/2016- 02/10/2017

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
81. Stanco, Ambrosia	Pep Squad, HS	San Clemente HS	\$ 326.80	11/11/2016- 12/17/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
82. Baiocchi, Brian	Baseball, (Asst)	San Clemente HS	\$ 2,200.00	02/13/2017- 05/12/2017
83. Bowen, Eric	Soccer, Girls' (Asst)	Dana Hills HS	\$ 1,500.00	01/01/2017- 02/08/2017
84. Cerrutti, Jennifer	Basketball, Girls' (Asst)	Dana Hills HS	\$ 2,500.00	11/07/2016- 02/09/2017
85. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	12/02/2016- 02/13/2017
86. Iltis, Christopher	Lacrosse, Boys' JV	Dana Hills HS	\$ 1,500.00	12/01/2016- 02/08/2017
	Lacrosse, Girls' Varsity		\$ 3,500.00	
	Lacrosse, Boys' Varsity		\$ 3,500.00	

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
87. Iverson, John	Volleyball, Boys' (Asst)	San Clemente HS	\$ 2,500.00	02/13/2017- 05/05/2017
88. Jankanish, Jason	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 3,267.00	12/12/2016- 01/31/2017
89. Joyce, Kathleen	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 3,267.00	01/01/2017- 02/09/2017
90. Lusal, Patricia	Track, Girls' Varsity	Aliso Niguel HS	\$ 2,500.00	01/09/2017- 02/10/2017
91. Matchett, Meagan	Soccer, Girls' (Asst)	Dana Hills HS	\$ 1,500.00	11/07/2016- 02/09/2017
92. Malkosh, Zaid	Soccer, Girls' (Asst)	Dana Hills HS	\$ 2,500.00	11/07/2016- 02/09/2017
93. Oydna, Ethan	Lacrosse, Boys' JV Lacrosse, Boys' (Head)	Capistrano Valley HS	\$ 2,801.00 \$ 3,501.00	11/05/2016- 01/31/2017
94. Quiggle, Casey	Volleyball, Boys' JV (Head)	Aliso Niguel HS	\$ 3,500.00	01/09/2017- 02/26/2017
95. Pignone, Nicholas	Baseball, (Asst)	San Clemente HS	\$ 2,220.00	02/13/2017- 05/12/2017
96. Presta, Brandon	Soccer, Boys' (Asst)	Capistrano Valley HS	\$ 2,334.00	01/26/2017- 02/28/2017
97. Raub, Kristin	Athletic Trainer	Capistrano Valley HS	\$15,000.00	01/09/2017- 06/01/2017
98. Romo, Dean	Basketball, Girls' (Asst)	Dana Hills HS	\$ 2,500.00	11/07/2016- 02/09/2017
99. Schwied, Emma	Surf	Aliso Niguel HS	\$ 2,500.00	01/09/2017- 04/30/2017
100. Scudder, Judith	Zumba Instructor	Vista Del Mar MS	\$ 1,200.00	01/09/2017- 03/01/2017
101. Shackelford, Brian	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,801.00	11/01/2016- 02/09/2017

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
102. Shelley, Cameron	Baseball, (Asst)	San Clemente HS	\$ 2,200.00	02/13/2017- 05/12/2017
103. Stowers, Tyler	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,267.00	12/22/2016- 02/10/2017
104. Taylor, Chelsea	Track, (Asst)	San Clemente HS	\$ 1,400.00	02/13/2017- 05/05/2017
105. Tomas, Brianna	Color Guard	Aliso Niguel HS	\$ 700.00	01/01/2017- 04/30/2017
106. Tuason, Antnony	Dance/Choreographer	Aliso Niguel HS	\$ 750.00	01/10/2017- 04/29/2017
107. Umanzio, Daniel	Lacrosse, Boys' (Asst)	Capistrano Valley HS	\$ 2,801.00	02/01/2017- 04/30/2017
108. Williamson, Wayne	Track, Boys' Varsity	Aliso Niguel HS	\$ 2,500.00	01/09/2017- 02/10/2017

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
109. Cooper, Linda	Elem Sch Clerk (10.5mo/40hpw)	Elem Sch Office Mgr (Temp/40hpw)	R33-5	02/23/2017- 04/21/2017
110. Danna, Angela	Sch Clerk II (10.5mo/40hpw)	Sch Secretary I (10.5mo/40hpw)	R27-5	03/01/2017
111. Finley, Kirt	Groundskeeper (12mo/40hpw)	Irrigation Spec (Temp/40hpw)	R35-6	12/19/2016- 02/19/2017
112. Gomez, Lydia	Blngl District Receptionist (12mo/40hpw)	Personnel Asst (Temp/40hpw)	R28-3	01/26/2017- 03/26/2017
113. Miller, Julie	Account Clerk III (10.75mo/40hpw)	Account Technician II (12mo/40hpw)	R37-4	01/10/2017

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APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
114. Bonet, Marisol	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Blngl Comm Svcs Liaison (9.5mo/30hpw)	R23-2	01/30/2017
115. Penna, Carmen	IF-Sp Ed (9.5mo/32.5hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-5	01/23/2017

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
116. Mikhaylovna, Irina	Inst Asst-Sp Ed (9mo/17.5hpw)	IF-Sp Ed	R22-1	09/01/2016

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
117. Aguirre, Maria	Infant/Toddler Childcare Provider TAA NTE 23hrs (Provide childcare during COPE meetings)	01/09/2017- 03/31/2017
118. Becerra, Cecilia	Presch Teacher TAA NTE 30hrs (Provide childcare during COPE meetings)	01/09/2017- 03/31/2017
119. Bellah, Martha	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
120. Bethurum, Connie	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
121. Brierley, Magdalena	Presch Teacher/Site Facilitator TAA NTE 95hrs (Attend meetings)	01/09/2017- 06/30/2017
122. Brophy, Catherine	FS Elem Cashier TAA NTE 228hrs (Assist with the breakfast program)	01/09/2017- 03/31/2017

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
123. Carillo, Lisa	Student Supvr TAA NTE 1hr (Job training)	01/18/2017
124. Churchill, Jennifer	LVN TAA NTE 8hrs (Attend a field trip)	12/02/2016
125. Connelly, Linda	FS Elem Cashier TAA NTE 228hrs (Assist with the breakfast program)	01/09/2017- 03/31/2017
126. Copeland, Therese	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
127. Corner, Staci	Presch Teacher TAA NTE 1.5hrs (Attend litigation meeting)	10/25/2016
128. Cruz, Deborah	Blngl Inst Asst-Presch TAA NTE 20hrs (Provide translation for a PLC meeting)	01/09/2017- 06/30/2017
129. Diaz, Martha	Blngl Comm Liaison TAA NTE 40hrs (Assist with testing)	01/17/2017- 06/01/2017
130. Dimnik, Vanessa	Inst Asst-Sp Ed Presch TAA NTE .75hrs (Provide additional supervision during lockdown)	10/24/2016
131. Fowler, Norma	FS Elem Cashier TAA NTE 228hrs (Assist with the breakfast program)	01/09/2017- 03/31/2017
132. Hernandez, Kariely	Student Supvr TAA NTE 1hr (Job training)	01/18/2017
133. Hunt, Nancy	FS Elem Cashier TAA NTE 228hrs (Assist with the breakfast program)	02/01/2017- 03/31/2017
134. Kmett, Linda	Inst Asst-Sp Ed TAA NTE 5hrs (Assist with orientation)	08/15/2016- 06/01/2017
135. Kobel, Karissa	Student Supvr TAA NTE 2.5hrs (Accompany students on trip)	04/11/2017
136. Leon-Rodriguez, Adriana	Blngl Comm Svcs Liaison TAA NTE 40hrs (Assist with testing)	01/01/2017- 06/09/2017
137. Levy, Barbara	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
138. Lowe, Debbie	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
139. Luna, Evette	Blngl Inst Asst-Presch TAA NTE 10hrs (Provide translation for a PLC meeting)	01/09/2017- 06/30/2017
140. Macias, Silvia	Student Supvr TAA NTE 1hr (Job training)	01/18/2017
141. Mejia, Rebeca	Blngl Comm Svcs Liaison TAA NTE 40hrs (Assist with testing)	01/17/2017- 06/01/2017
142. Mikhaylovna, Irina	Inst Asst TAA NTE 71hrs (Assist with after school tutoring)	09/12/2016- 06/02/2017
143. Monico, Margara	Blngl Special Programs Liaison TAA NTE 10hrs (Assist with shopping event) TAA NTE 30hrs (Attend training)	01/09/2017- 06/02/2017
144. Morstensen, Krista	Inst Asst-Sp Ed Presch TAA NTE .75hrs (Provide additional supervision during lockdown)	10/24/2017
145. Pamireddy, Saritha	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
146. Rayner, Mehrzad	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
147. Reza, Margarita	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
148. Roberts, Deborah	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
149. Romero, Ivet	Blngl Inst Asst-Presch TAA NTE 10hrs (Provide translation for a PLC meeting)	01/09/2017- 06/30/2017
150. Rother, Kathy	Student Supvr TAA NTE 0.8hrs (Train new Student Supervisor)	01/10/2017
151. Tiotuico, Irene	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
152. Turi, Cristyl	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
153. Vanatta, Olivia	Student Supvr TAA NTE 1hr (Job training)	01/18/2017
154. Vega, Irene	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
155. Vilar, Sarah	Inst Asst TAA NTE 20hrs (Attend PLC meetings)	01/09/2017- 06/30/2017
156. Ybarra, Gigi	Blngl Presch Teacher/Site Facilitator TAA NTE 30hrs (Provide childcare during COPE meetings)	01/09/2017- 03/31/2017
157. Zamani Renani, Mehran	Blngl Comm Svcs Liaison TAA NTE 40hrs (Assist with testing)	01/01/2017- 06/09/2017

APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
158. Jarbo, Nicole	IF-Sp Ed	06/20/2016- 07/10/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
159. Finch, Nicolette	IF-Sp Ed	Personal	11/02/2016- 12/31/2016
160. Gutierrez, Yvette	FS Worker	Personal	02/10/2017- 08/01/2017

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APPROVE LEAVES OF ABSENCE (Cont.)

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
161. Kelsey, Petah	Interpreter for the Hearing Impaired	Sub Teach	02/06/2017- 02/17/2017 02/27/2017- 06/01/2017
162. Lakshminarayana, Namitha	IF-Sp Ed	Personal	01/25/2017- 06/02/2017
163. Wynne, Lauren	Occupational Therapist	Childcare	03/29/2017- 03/29/2018

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Caudill-Goodhue, Christine	Sub Teacher	Voluntary	01/13/2010	02/01/2017
2. Lara, Matthew	Sub Teacher	District Initiated	03/28/2016	11/28/2016
3. Leonard, Terry	Sub Teacher	Voluntary	05/14/2015	01/12/2017
4. Maloney, Robert	Sub Teacher	Other Employment	09/24/2015	11/28/2016
5. Owen, Karen	Sub Teacher	Relocation	04/24/2014	12/05/2016
6. Payne, Andrea	Sub Teacher	Other Employment	04/14/2016	01/05/2017
7. Robertson, Brent	Sub Teacher	District Initiated	11/01/2016	01/10/2017

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
8. Yuen, Judy	Teacher	\$73,457	D-6	02/06/2017

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

9. Besseling, Quirine	11. Trudeau, Laura
10. Masters, Caryn	

APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per day

12. Abdou, Marc	19. Dukes, Christina
13. Barnes, Alyson	20. Entezari, Sarah
14. Burkholder, Allyson	21. Folks, Sarah
15. Cernicky, Hannah	22. Fresenius, Lael
16. Chowdhury, Ateka	23. Habel, Megan
17. Davis, Bradley	24. Harper Jr., Stephen
18. Dayton, Kelli	25. Hinman, Laura

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APPROVE SUBSTITUTE TEACHERS (Cont.)

Pay @ \$105.00 per day

- | | |
|---------------------|-----------------------|
| 26. Lahti, Eric | 34. Parampathu, Ditty |
| 27. Luna, Nicole | 35. Peterson, Emily |
| 28. Mcdonald, Mary | 36. Seipp, Taylor |
| 29. Modha, Nisha | 37. Swartz, Anna |
| 30. Morris, Caitlyn | 38. Tufte, Carol |
| 31. Noell, Chelsie | 39. Wertner, Jordon |
| 32. Okugawa, Sandra | 40. White, Jennnifer |
| 33. Pang, Noel | |

APPROVE 6/5ths ASSIGNMENT 1st SEMESTER

Not to exceed \$20,966 for 6/5ths section

41. Porzuczek, Karin

APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER

Not to exceed \$20,966 for 6/5ths section

- | | |
|------------------------|-------------------------|
| 42. Abedi, Morteza | 61. Carlisle, Bruce |
| 43. Ablett, Lisa | 62. Casey, Brittany |
| 44. Adams, Shaun | 63. Clarke, Kristine |
| 45. Amon, Todd | 64. Cochrun, Shani |
| 46. Anderson, Carol | 65. Coghill, Molly |
| 47. Andreasen, Amy | 66. Cosenza, Brandon |
| 48. Andrews, Phil | 67. Crapo, Mary |
| 49. Antonatos, Rose | 68. Dang, Dolores |
| 50. Aston, Melanie | 69. Danna, Mary |
| 51. Bailey, Randy | 70. Delprato, Kelly |
| 52. Beckley, Shelley | 71. DiLeo, Timothy |
| 53. Bisch, Jonathan | 72. Dollar, Christopher |
| 54. Bleidistel, Deanna | 73. Dutton, Caroline |
| 55. Boncuk, Mark | 74. Dykes, Jody |
| 56. Borges, Esther | 75. Fermin, Cara |
| 57. Brail, Richard | 76. Ferraro, Robert |
| 58. Buckman, Andrea | 77. Feyk, Michael |
| 59. Cain, Joshua | 78. Garcia, Cristina |
| 60. Calahan, Michael | 79. Garcia, Jeri |

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APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER (Cont.)

Not to exceed \$20,966 for 6/5ths section

- | | |
|----------------------------------|----------------------------|
| 80. Gipe, John | 114. Nguyen, Dang |
| 81. Gosselin, Eric | 115. Oliphant, Rob |
| 82. Green, Justin | 116. Osborne, Michelle |
| 83. Greenfield-Eastridge, Sherry | 117. Peloza, John |
| 84. Groothuis, Mark | 118. Proodian, David |
| 85. Gross, Deanna | 119. Pulido, Pedro |
| 86. Gunderson, John | 120. Ralph, Jennifer |
| 87. Hackstadt, Michael | 121. Rashoff, Monica |
| 88. Hale, Mike | 122. Ray, Keri |
| 89. Hamilton, Julie | 123. Reid, Rebecca |
| 90. Hassett, Jasmine | 124. Reim, Michelle |
| 91. Hansen, Ivan | 125. Ritner, Meredith |
| 92. Hansen, Mike | 126. Ritscher, Nathaniel |
| 93. Harnett, Colleen | 127. Rodin, Trevor |
| 94. Harnett, Patrick | 128. Rothchild, Denise |
| 95. Hatchel, Steve | 129. Sampson, Tim |
| 96. Hudson, Randy | 130. Sanford, Samantha |
| 97. Huffaker, Melissa | 131. Sartoris, Reannah |
| 98. Jacobson, Jennifer | 132. Schefter, Christopher |
| 99. Joerger, Lucille | 133. Schmidt, Swetlana |
| 100. Johnson, Carter | 134. Schofield, Nick |
| 101. Jones, Christine | 135. Schooler, Mike |
| 102. Khalil, Amal | 136. Schwartzberg, Jake |
| 103. Lee, Lyndsey | 137. Skidmore, Michelle |
| 104. Leiva, Megan | 138. Skinner, Phil |
| 105. Leone, Rosemary | 139. Smith, Ryan |
| 106. Litus, Lauren | 140. Smolinski, Lesli |
| 107. Love, Heather | 141. Soto, Antonio |
| 108. McGowan, Michelle | 142. Sparks, Allison |
| 109. McKinnley, Michelle | 143. Sterling, Keri |
| 110. Mesa, Sandra | 144. Suda, Shari |
| 111. Miller, Theresa | 145. Sweeney, Alba Lorena |
| 112. Mink, Kelli | 146. Turney, Jason |
| 113. Monroe, Jana | 147. Uminsky, Alma |

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APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER (Cont.)

Not to exceed \$20,966 for 6/5ths section

148. Vigus, Dave	155. Wiancko, Lia
149. Wade, Steve	156. Woods, Marnie
150. Waldukat, Andy	157. Woods, Ray
151. Webster, Donna	158. Woodward, Jennifer
152. Weitzel, Renee	159. Woodward, Richard
153. Wenk, James	160. Young, Gregory
154. Westling, Marguerite	161. Young, Michael

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
162. Beutin, Erin	Speech Pathologist-100%	Speech Pathologist-60%	01/10/2017
163. Hohla, Laura	Speech Pathologist-100%	Speech Pathologist-60%	01/09/2017
164. Landino, James	Teacher-100%	Teacher-80%	01/09/2017
165. Skelly, Barbara	Teacher	ETAP II	01/09/2017- 06/06/2017
166. Vaccaro, Jennifer	Teacher-40%	Teacher-60%	01/09/2017

APPROVE ADDITIONAL ASSIGNMENTS

Attend CGI Training - Multiple Sites

Not to exceed 14 hours non-instructional pay @ \$30.00 per hour
11/30/2016-12/01/2016

167. Allen, Carol	168. Clark, Patricia
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Proctor Saturday School - Multiple Sites

Not to exceed 24 hours instructional pay @ \$35.00 per hour
01/09/2017-06/09/2017

169. Beukema, John
170. Brewer, Cynthia
171. Manzotti, Marie
172. Park, Rebecca
173. Sanchez, Stephanie

174. Selikson, Debbie
175. Trotter, Chad
176. Williamson, Jacob
177. Zamora Balderama, Silvia

Teach Stop Animation Class - Castille Elem

Not to exceed 8 hours instructional pay @ \$35.00 per hour
01/13/2017-03/31/2017

178. Taglieri, Christine

179. Villarreal, Erica

Write and Revise IB Units Following Ace Meetings - Hankey K-8

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

180. Allen, Carol
181. Baldwin, Jennifer
182. Burrige, Christopher
183. Cantacessi, Angela
184. Chambers, Amanda
185. Chambers, Terry
186. Keehn, Stephanie

187. Lohmeier, Julie
188. Moothart, Susan
189. Peterson, Beth
190. Rump, Stacy
191. Serefini, Kay
192. Smith, Jolene
193. Winters, Randi

Supervise Lunch Detention - Hankey K-8

Not to exceed 18.5 hours non-instructional pay @ \$30.00 per hour
01/09/2017-06/01/2017

194. George, Sherri

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Teach Intervention Classes - Kinoshita Elem

Not to exceed 40 hours instructional pay @ \$35.00 per hour
12/21/2016-05/01/2017

195. Hendrickson, Katharine

Attend Leadership Team Meeting - Las Flores Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

196. Fish, Manisha

197. Mackey, Maryann

Teach After School Homework Club - Marblehead Elem

Not to exceed 30 hours pay sub rate @ \$21.00 per hour
01/31/2017-05/04/2017

198. Schneiderman, Pamela

Professional Development CGI Training - Tijeras Creek Elem

Not to exceed 3.5 hours non-instructional pay @ \$30.00 per hour
12/15/2016-02/15/2017

199. Tarui, Ester

200. West, Lelia

Teach Writing From the Beginning - Las Palmas Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
01/31/2017-06/01/2017

201. Connors, Eryn

203. Medrano, Eileen

202. Elder, Anna

Teach After School Academic Support Classes - San Juan Elem

Not to exceed 24 hours instructional pay @ \$35.00 per hour
12/22/2016-06/01/2017

204. Garcia-Serrato, Martha

207. Perez, Carmen

205. Godinez, Renee

208. Sanchez, Lidia

206. Jacques, Pierre

209. Sandoval, Rocio

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assist With Preparing Video Production Lab - Bernice Ayer MS

Not to exceed 22 hours instructional pay @ \$35.00 per hour
12/01/2016-06/30/2017

210. Strukoff Jr., Rudolf

Provide Before School Support for Language Development - Marco Forster MS

Not to exceed 50 hours instructional pay @ \$35.00 per hour
10/01/2016-06/02/2017

211. Diaz, Ashley

After School Tutoring - Aliso Niguel HS

Not to exceed 2 hours instructional pay @ \$35.00 per hour
09/16/2016-06/01/2017

212. Turney, Jason

Proctor After School Detention - Tesoro HS

Not to exceed 12 hours instructional pay @ \$35.00 per hour
01/09/2017-06/01/2017

213. Bowden, Stephanie

216. Neustaedter, Isaiah

213. Gross, Deanna

217. Park, Rebecca

215. Manzotti, Maria

Facilitate Department Chair Meetings and After School Teacher Trainings - Education Services

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour
08/10/2016-12/22/2016

218. Varricchio, Amy

Coordinate After School Reading Intervention Meetings - Education Services

Not to exceed 1.5 hours non-instructional pay @ 30.00 per hour
12/06/2016

219. Cooper, Pamela

221. O'Leary, Darla

220. Lopinto. Steven

222. Samson, Kristen

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Supervise High School Students on Tour of Chapman University - Education Services

Not to exceed 4.5 hours instructional pay @ \$35.00 per hour
02/20/2017

223. Tran, Naomi

Attend Biology CAGS Meeting - Education Services

Not to exceed 21 hours non-instructional pay @ \$30.00 per hour
8/10/2016-06/01/2017

224. Goulet, Erin

226. Pearce, Deanna

225. Litus, Lauren

Give a AVID Presentation - Education Services

Non to exceed 20 hours non-instructional pay @ \$30.00 per hour
08/01/2016-08/05/2016

227. Dollar Erin

Tutoring Services Per IDR Agreement - Special Education

Not to exceed 152.5 hours instructional pay @ \$35.00 per hour
07/01/2016-06/30/2017

228. Haupt, Mary

Attend SST Coordinators' Meeting - Education Services

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
02/13/2017

229. Allen, Lori

239. Groves, Kelli

230. Boelman, Tami

240. Gruenewald, Eric

231. Carney, Teri

241. Hebbard, Kristi

232. Ciolek, Rhonda

242. Hill, Erin

233. Collins, Nancy

243. Houser, Suzanne

234. Cordina, Maureen

244. Hunner, Megan

235. Duff, Jenny

245. Jarrard, Lisa

236. Eltiste, Ellen

246. Keim, Barbara

237. Fernandez, Irma

247. Kirtz, Kathy

238. Greene, Kassi

248. Lawrence, Ami

EXHIBIT 19

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend SST Coordinators' Meeting - Education Services (Cont.)

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

02/13/2017

249. Middlekauff, Marianne	255. Renz, Beth
250. Moss, Jenn	256. Schertzer, Kristen
251. Murphy, Cindy	257. Smith, Leslie
252. Murphy, Jodi	258. Stone, Lou
253. Parker, Megan	259. Taylor, Pam
254. Ramirez, Theresa	260. Vleisides, Perra

Provide Additional Support - English Learner Department

Not to exceed 60 hours non-instructional pay @ \$30.00 per hour

01/01/2017-06/30/2017

261. Bennett, Kathleen	268. Manzotti, Alex
262. Blanco, Sylvia	269. O'Husky, Carrie
263. Frome, Lori	270. Slee, Elisa
264. Garcia-Serrato, Martha	271. Sweeney, Lorena
265. Hanley, Kim	272. Villafranca-Ruiz, Estrella
266. Jacobson, Jennifer	273. Villalba, Fernanda
267. Lewis, Elizabeth	

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
274. Adlparvar, Cindy	Outdoor Ed, Elem	Arroyo Vista Elem	\$ 117.00 per night	02/21/2017- 02/24/2017
275. Anderson, Melissa	Outdoor Ed, Elem	Las Flores Elem	\$ 117.00 per night	02/21/2017- 02/24/2017
276. Belmont, Kimberly	Outdoor Ed, Elem	Las Flores Elem	\$ 117.00 per night	02/21/2017- 02/24/2017
277. Blandino, Julie	Outdoor Ed, Elem	Las Flores Elem	\$ 117.00 per night	02/21/2017- 02/24/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
278. Cutkomp, Thomas	Outdoor Ed, Elem	Arroyo Vista Elem	\$ 117.00 per night	02/21/2017- 02/24/2017
279. Curran, Laureen	Outdoor Ed, Elem	Moulton Elem	\$ 117.00 per night	12/08/2016- 12/09/2016
280. Enriquez, Nancy	Choral, MS	Ladera Ranch MS	\$ 1,867.00	08/15/2016- 06/01/2017
281. George, Sherri	Annual, MS	Carl Hankey MS	\$ 3,268.00	08/15/2016- 06/02/2017
282. Goldstone, Kenneth	Volleyball, Boys' Varsity (Head)	San Clemente HS	\$ 3,501.00	02/13/2017- 05/05/2017
283. Heinsen, Rebecca	Outdoor Ed, Elem	Bathgate Elem	\$ 117.00 per night	01/23/2017- 01/27/2017
284. Justl, Robyn	Outdoor Ed, Elem	Arroyo Vista Elem	\$ 117.00 per night	02/21/2017- 02/24/2017
285. Katnik, Lori	Outdoor Ed, Elem	Las Flores Elem	\$ 117.00 per night	02/21/2017- 02/24/2017
286. Keeler, Linda	Department Chair, Foreign Language	San Juan Hills HS	\$ 4,669.00	08/15/2016- 06/01/2017
287. Kruse, Michelle	Outdoor Ed, Elem	Arroyo Vista Elem	\$ 117.00 per night	02/21/2017- 02/24/2017
288. Neeve, Heidi	Outdoor Ed, Elem	Moulton Elem	\$ 117.00 per night	12/06/2016- 12/07/2016
289. Parker, Marc	Golf, Boys' Varsity (Head)	San Clemente HS	\$ 3,501.00	02/13/2017- 05/05/2017
290. Pianta, Rebecca	Lead District Counselor	Student Support Services	\$ 4,669.00	07/01/2016- 06/30/2017
291. Puccinelli, Susan	Activities Director	Vista Del Mar MS	\$ 3,735.00	08/11/2016- 06/01/2017
292. Shea, Bonnie	Department Chair, Sp Ed	Aliso Viejo MS	\$ 3,268.00	10/07/2016- 12/22/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
293. Smolinski, Lesli	Peer Asst Leadership	Ladera Ranch MS	\$ 1,401.00	08/15/2016- 06/01/2017
294. Vigus, David	Instrumental Music A, MS Instrumental Music B, MS	Ladera Ranch MS	\$ 3,734.00	08/15/2016- 06/01/2017
295. Zeppa, Amy	Outdoor Ed, Elem	Moulton Elem	\$ 117.00 per night	12/06/2016- 12/07/2016

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
296. Schultz, Brian	Surf	Capistrano Valley HS	\$ 350.10	04/12/2017- 04/24/2017
297. Soto, Antonio	Auxiliary Band, (Asst) HS	San Clemente HS	\$ 233.40	11/11/2016- 12/17/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
298. Bisch, Jonathan	Volleyball, Boys' (Asst)	San Clemente HS	\$ 2,500.00	02/13/2017- 05/05/2017
299. Cain, Joshua	Lacrosse, Girls' Varsity (Head)	San Clemente HS	\$ 2,200.00	01/09/2017- 02/10/2017
300. Dahlgren, Kelsey	Soccer, Girls' (Asst)	San Clemente HS	\$ 2,500.00	11/07/2016- 02/10/2017
301. Horton, Todd	Track, (Asst)	San Clemente HS	\$ 1,000.00	02/13/2017- 05/05/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of February 22, 2017
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
302. Hudson, Randy	Outdoor Ed, HS	Dana Hills HS	\$ 654.00	11/08/2016- 11/14/2016
303. Ortiz, Jaime	Football, (Head)	San Clemente HS	\$ 750.00	01/18/2017- 02/16/2017
304. Wood, Howard Joe	Football, (Asst)	San Clemente HS	\$ 750.00	01/18/2017- 02/16/2017

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
305. Corbett, Kevin	Personal	02/01/2017- 06/02/2017
306. Grantz, Christine	Personal	2017-2018
307. Groves, Lisa	Childcare	01/24/2017- 06/02/2017
308. Stollmeyer, Jennifer	Childcare	05/08/2017- 06/02/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
September 28, 2016
EDUCATION CENTER – BOARD ROOM

Vice President Reardon called the meeting to order at 5:30 p.m.

**Call to Order/
Adjourn to Closed
Session**

At 5:30 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel - Anticipated Litigation; Existing Litigation; Public Employee Discipline/Dismissal/Release; and Liability Claims.

The regular meeting of the Board reconvened to open session and was called to order by President Hanacek at 7:07 p.m.

ROLL CALL:

Present: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Reardon, and Student Advisor Quinn Darling
Absent: Pritchard

The Pledge of Allegiance was led by Principal of Aliso Niguel High School, Deni Christensen.

**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 McNicholas, seconded by Trustee Alpay and motion carried by a 6-0-1 vote to adopt the Board agenda.

**Adoption of the
Board Agenda**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to adopt the Board agenda.

President Hanacek reported the following action taken during closed session:

**President's Report
from Closed
Session Meeting**

Agenda Item #3A-1 - Conference with Legal Counsel – Anticipated Litigation

Trustees vote 6-0-1 to approve IDR Case Numbers 20160208, 20160614, 20160624 and 20160830.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas and Reardon
NOES: None
ABSENT: Trustee Pritchard

Agenda Item #3B-1 – Conference with Legal Counsel – Existing Litigation

Trustee Reardon recused himself from this item.

Trustees vote 5-0-1-1 to approve OAH Case Number 2016050499.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones and

McNicholas
NOES: None
ABSENT: Trustee Pritchard
ABSTAIN: Trustee Reardon

Agenda Items #3B-2 through #3B-6 – Conference with Legal Counsel – Existing Litigation

Trustees vote 6-0-1 to approve OAH Case Numbers 2016061309, 2016070718, 2016071099, 2016080217 and 2016080290.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas and Reardon
NOES: None
ABSENT: Trustee Pritchard

Agenda Item #3C – Public Employee Discipline/Dismissal/Release

No Reportable Action.

Extra Miler

Master Sergio Cardenas and Lisa Grossman for their commitment to the children of the District and support of the GRIP program.

Special

Recognitions

Associated Student Body

Aliso Niguel High School

Deni Christensen, Principal

Ann Zendner, Director of Student Activities

Max Eunice, Associated Student Body President

Superintendent Vital reported on various school visits and the activities of the past two weeks. She visited Concordia Elementary School and attended the Second Annual College Fair at San Juan Hills High School where more than 7,000 students and families attended.

**Board and
Superintendent
Comments**

Superintendent Vital celebrated sixteen students who were selected to participate in the Monarch Beach Hospitality Academy. An official red ribbon cutting ceremony will be held in October.

Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to allow each speaker 3 minutes to discuss their Oral Communication topic.

**Oral
Communications**

The following speakers addressed the Board:

- Sally White spoke regarding a recall effort.
- Peter Chance spoke to thank the Board for their work in the District.
- Michael Pratt spoke regarding the Mandarin Immersion Program.
- Danielle Mosh spoke regarding the Mandarin Immersion Program.
- Cindy Vallone spoke regarding GATE.
- Michele Ploessel-Campbell spoke regarding Ticket to Read implementation.

- Dawn Urbanek spoke regarding conflict of interest.
- Katie Nichol spoke regarding the Mandarin Immersion Program.
- Lindsey Dennison spoke regarding the Mandarin Immersion Program.
- Kim Sprague spoke regarding conflict of interest legal fees.

PUBLIC HEARINGS

President Hanacek announced the Public Hearing open at 8:02 p.m. to hear Resolution No. 1617-39, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2016-2017.

With no public speakers, President Hanacek declared the Public Hearing closed at 8:02 p.m.

**Resolution No.
1617-39, Statement
of Assurance for
Instructional
Materials
Realignment Fund,
Fiscal Year 2016-
2017
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.

President Hanacek asked Trustees for Items they wished to pull from the Consent Calendar. Trustee Alpay requested to pull Item 22. Trustee Reardon requested to pull Item 4 and Items 10 through 14.

**Items Pulled from
the Consent
Calendar**

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 6-0-1 Roll Call vote to approve the following Consent Calendar, with the exception of Item 4, Items 10 through 12, and Item 22.

AYES:	Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES:	None
ABSENT:	Pritchard

Student Advisor Darling voted Aye to approve the Consent Calendar with the exception of the pulled items.

Approval of donations of funds and equipment.

**Donation of Funds
and Equipment
Agenda Item 2**

Approval of purchase orders and commercial warrants.

**Purchase Orders,
Commercial
Warrants and
Previously Board-
Approved Bids and**
388 of 479

Contracts.
Agenda Item 3

Approval of Amendment No. 1 to the Lease Agreement with SchoolsFirst Federal Credit Union, formerly Orange County Teachers Federal Credit Union, a Non-Profit Financial Institution dated April 24, 2006.

**Amendment No. 1
to Lease
Agreement with
SchoolsFirst
Federal Credit
Union
Agenda Item 5**

Approval of Amendment No. 1 to Agreement for Architectural and Related Services with HMC Group for the San Juan Hills High School Classroom Addition project.

**Amendment No. 1
Agreement for
Architectural and
Related Services,
San Juan Hills
High School
Classroom
Addition - HMC
Group
Agenda Item 6**

Approval of Amendment No. 1 to Agreement for Architectural and Related Services with HMC Group for the Tesoro High School Classroom Addition project. Services include architectural, civil and electrical engineering, and landscape design.

**Amendment No. 1
Agreement for
Architectural and
Related Services,
Tesoro High
School Classroom
Addition - HMC
Group
Agenda Item 7**

Approval of the Award of Bid No. 1617-05, Fresh Produce (Fruits & Vegetables) Products and Services to Val-Pro dba Valley Fruit & Produce Co.

**Award Bid No.
1617-05, Fresh
Produce (Fruits &
Vegetables)
Products and
Services – Val-Pro,
Inc., Dba Valley
Fruit & Produce
Co.
Agenda Item 8**

Approval of Extension No. 2 of Agreement Bid No. 1415-02, Outsource Transportation Service, with American Logistics Company, LLC.

**Extension No. 2 of
Bid No. 1415-02,
Outsource
Transportation
Service – American
Logistics
Company, LLC**

Agenda Item 9

Approval of State of California Multiple Award Schedule (CMAS) Contract Nos. 3-14-70-3108A and 3-15-70-3108B, General Services Administration schedule GS-35F-0511T, for the purchase and warranty of hardware and software, software maintenance as a product and installation from EC America, Incorporated dba Epic Machines, Incorporated.

**State of California
Multiple Award
Schedule Contract
Nos. 3-14-70-3108a
And 3-15-70-3108b
General Services
Administration
Schedule No. Gs-
35f-0511t,
Information
Technology Goods
and Services – Ec
America,
Incorporated Db
Epic Machines,
Incorporated
Agenda Item 15**

Approval of the Award of Bid No. 1617-01, San Juan Hills High School Building J to the lowest bidder.

**Award Bid No.
1617-01, San Juan
Hills High School
Building J –
Lowest Bidder
Agenda Item 16**

Approval of the Award of Bid No. 1516-10, San Clemente High School Building 800 to the lowest bidder.

**Award Bid No.
1516-10, San
Clemente High
School Building
800 – Lowest
Bidder
Agenda Item 17**

Approval of the Memorandum of Understanding (MOU) with Santa Ana Unified School District (SAUSD) to provide special education Deaf and Hard of Hearing programs and services for District students referred by their Individualized Education Program (IEP) team.

**Memorandum of
Understanding
with Santa Ana
Unified School
District
Agenda Item 18**

Approval of the activity list for employment, separation and additional assignments of classified employees.

**Resignations/
Retirements/
Employment –
Classified
Employees
Agenda Item 19**

Approval of the activity list for employment, separation, and additional assignments

**Resignations/
390 of 479**

of certificated employees.

**Retirements/
Employment –
Certificated
Employees
Agenda Item 20**

Approval of the June 22, 2016 Regular Board Meeting minutes.

**School Board
Minutes
Agenda Item 21**

DISCUSSION/ACTION ITEMS

President Hanacek recognized Kirsten Vital, Superintendent and the Executive Cabinet to present information on this item and answer any questions Trustees may have.

**Presentation
Regarding
Upcoming Goals
for 2016-2017
School Year
Agenda Item 23**

This is an information item only and no Board action was necessary.

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present information on this item and answer any questions Trustees may have.

**Update on
Financings for
Community
Facilities Districts
Agenda Item 24**

This is an information item only and no Board action was necessary.

Trustee Reardon directed staff to review the Community Facilities District (CFD) documents for Whispering Hills regarding funding eligibility for Harold Ambuehl Elementary School.

Trustee Alpay directed staff to prepare a Board Update for Trustees regarding the transferring of CFD 2002-1 to the City of San Clemente.

President Hanacek recognized Susan Holliday, Associate Superintendent, Education Services to present this item.

**Resolution No.
1617-39, Statement
of Assurance for
Instructional
Materials
Realignment Fund,
Fiscal Year 2016-
2017
Agenda Item 25**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 6-0-1 Roll Call vote to adopt Resolution No. 1617-39, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2016-2017.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to adopt Resolution No. 1617-39, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2016-2017.

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

**Resolution No.
1617-40**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Hanacek and motion carried by a 6-0-1 Roll Call vote to adopt Resolution No. 1617-40 Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo), Dissolving Community Facilities District No. 87-1 Approving Recordation of Notice of Cessation of Special Tax.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
 NOES: None
 ABSENT: Pritchard

Student Advisor Darling voted Aye to adopt Resolution No. 1617-40 Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo), Dissolving Community Facilities District No. 87-1 Approving Recordation of Notice of Cessation of Special Tax.

Trustee Alpay directed Superintendent Vital to send the Notice of Cessation of Special Tax to the City of Mission Viejo and the City of Aliso Viejo.

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Alpay and motion carried by a 6-0-1 Roll Call vote to adopt Resolution No. 1617-41 Resolution Of The Board Of Trustees Of The Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita), Dissolving Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita), Eliminating All Tax Liens and Approving Recordation of Notices Thereof.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
 NOES: None
 ABSENT: Pritchard

Student Advisor Darling voted Aye to adopt Resolution No. 1617-41 Resolution Of The Board Of Trustees Of The Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita), Dissolving Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita), Eliminating All Tax Liens and Approving Recordation of Notices Thereof.

**Community
 Facilities District
 No. 87-1 of the
 Capistrano Unified
 School District
 (Mission
 Viejo/Aliso Viejo),
 Dissolving
 Community
 Facilities District
 No. 87-1
 Approving
 Recordation of
 Notice of Cessation
 of Special Tax
 Agenda Item 26**

**Resolution No.
 1617-41 Resolution
 Of The Board Of
 Trustees Of The
 Capistrano Unified
 School District,
 Acting as the
 Legislative Body of
 Community
 Facilities District
 No. 88-1 of the
 Capistrano Unified
 School District
 (Rancho Santa
 Margarita),
 Dissolving
 Community
 Facilities District
 No. 88-1 of the
 Capistrano Unified
 School District
 (Rancho Santa
 Margarita),
 Eliminating All
 Tax Liens and
 Approving
 Recordation of
 Notices Thereof
 Agenda Item 27**

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 Roll Call vote to adopt Resolution No. Resolution No. 1617-42 Resolution Community Facilities District No. 94-1 (Rancho Santa Margarita), Dissolving Community Facilities District No. 94-1 of the Capistrano Unified School District (Rancho Santa Margarita), Eliminating All Tax Liens and Approving Recordation of Notices Thereof.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to adopt Resolution No. No. Resolution No. 1617-42 Resolution Community Facilities District No. 94-1 (Rancho Santa Margarita), Dissolving Community Facilities District No. 94-1 of the Capistrano Unified School District (Rancho Santa Margarita), Eliminating All Tax Liens and Approving Recordation of Notices Thereof.

This item was moved to a Second Reading.

This item was moved to a Second Reading.

President Hanacek recognized Susan Holliday, Associate Superintendent, Education Services to present the item.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to approve the Board Policy 5141.1, Bus Conduct.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Board Policy 5141.1, Bus Conduct.

**Resolution No.
1617-42 Resolution
Community
Facilities District
No. 94-1 (Rancho
Santa Margarita),
Dissolving
Community
Facilities District
No. 94-1 of the
Capistrano Unified
School District
(Rancho Santa
Margarita),
Eliminating All
Tax Liens and
Approving
Recordation of
Notices Thereof
Agenda Item 28**

**First Reading –
Board Policy
4112.8, 4212.8,
4312.8,
Employment of
Relatives
Agenda Item 29**

**First Reading –
Board Policy 4300,
Management,
Supervisory and
Confidential
Personnel
Agenda Item 30**

**Second Reading –
Revisions to Board
Policy 5141.1, Bus
Conduct
Agenda Item 31**

ITEMS PULLED FROM CONSENT CALENDAR

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 5-1-1 vote to approve Agenda Item 4.

Trustee Hatton-Hodson abstained from voting.

AYES: Trustee Alpay, Hanacek, Jones, McNicholas, and Reardon
NOES: None
ABSENT: Pritchard
ABSTAIN: Hatton-Hodson

Student Advisor Darling voted Aye to approve Agenda Item 4.

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1516-12, San Juan Hills High School Addition Phase I, West Parking Upgrades.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 6-0-1 vote to approve Agenda Item 10.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 10.

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1516-15, Ladera Ranch Middle School Relocatable Classroom and Restroom Project.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 6-0-1 vote to approve Agenda Item 11.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 11.

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1516-18, Viejo Elementary School Exterior Painting.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to approve Agenda Item 12.

Independent Contractor, Professional Services, Field Service and Master Contract Agreements. Agenda Item 4

Final Acceptance And Filing of Notice of Completion for Bid No. 1516-12, San Juan Hills High School Addition Phase I, West Parking Upgrades – Paul C. Miller Construction Co., Inc. Agenda Item 10

Final Acceptance And Filing of Notice of Completion for Bid No. 1516-15, Ladera Ranch Middle School Relocatable Classroom and Restroom Project – R. Jensen Company, Incorporated Agenda Item 11

Final Acceptance And Filing of Notice of Completion for Bid No. 1516-18,

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

**Exterior Paint at
Viejo Elementary
School - Igor
Bernik DBA
Signature Painting
Agenda Item 12**

Student Advisor Darling voted Aye to approve Agenda Item 12.

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No.
1516-21, Bergeson Elementary School Relocatable Classroom Project.

**Final Acceptance
and Filing of
Notice Of
Completion for Bid
No. 1516-21,
Bergeson
Elementary School
Relocatable
Classroom Project
– R. Jensen
Company,
Incorporated
Agenda Item 13**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Reardon,
and motion carried by a 6-0-1 vote to approve Agenda Item 13.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 13.

Approval of the Final Acceptance and filing of the Notice of Completion for Bid No.
1516-21, Bergeson Elementary School Relocatable Classroom Project.

**Final Acceptance
and Filing of
Notice of
Completion for Bid
No. 1516-22, Aliso
Niguel High School
Relocatable
Classrooms – R.
Jensen Company,
Incorporated
Agenda Item 14**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Reardon,
and motion carried by a 6-0-1 vote to approve Agenda Item 14.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 14.

Approval of the July 20, 2016 Regular Board Meeting minutes.

**School Board
Minutes
Agenda Item 22**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Reardon,
and motion carried by a 6-0-1 vote to approve Agenda Item 22 with the removal of
Trustee Alpay from the Aye vote due to a recusal.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 22.

It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried
by a 6-0-1 vote to adjourn the meeting.

Adjournment

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to adjourn the meeting.

President Hanacek announced the meeting adjourned at 10:29 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board Operations

President Hanacek called the meeting to order at 5:32 p.m.

**Call to Order/
Adjourn to Closed
Session**

The following speakers addressed the Board:

- Chuck Thomas spoke regarding Independent Physical Education.

At 5:37 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel - Anticipated Litigation; Student Expulsions; Public Employee Discipline/Dismissal/Release; and Public Employee Employment/Appointment.

The regular meeting of the Board reconvened to open session and was called to order by President Hanacek at 7:03 p.m.

ROLL CALL:

Present: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon and Student Advisor Quinn Darling

Absent: None

The Pledge of Allegiance was led by Principal of Capistrano Valley High School, Josh Hill.

**Pledge of
Allegiance**

A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org

Permanent Record

President Hanacek reported the following action taken during closed session:

**President's Report
from Closed
Session Meeting**

Agenda Item #3A-1 - Conference with Legal Counsel – Anticipated Litigation

Trustees voted 6-1 to not hear the complaint of Case Number 2779.

The Board directed staff to work with the family to resolve the Independent Physical Education appeal. The Board further directed staff to complete new policy work on the Independent Physical Education Board Policy and bring new criteria back to the Board for review.

Agenda Item #3A-2 – Conference with Legal Counsel – Anticipated Litigation

Trustees voted 6-1 to not hear the complaint of Case Number 2780.

The Board directed staff to work with the family to resolve the Independent Physical Education appeal. The Board further directed staff to complete new policy work on the Independent Physical Education Board Policy and bring new criteria back to the Board for review.

Agenda Item #3B – Student Expulsions

Trustees vote 7-0 to approve the expulsion of Case Numbers 2017-001, 2017-002 and 2017-003.

Agenda Item #3C-1 – Public Employee Discipline/Dismissal/Release

Trustees voted 6-0-1 to dismiss Employee I.D. Number 26823.

Agenda Item #3C-2 – Public Employee Discipline/Dismissal/Release

Trustees voted 7-0 to dismiss Employee I.D. Number 15339.

Agenda Item #3D-1 – Public Employee Employment/Appointment

Trustees voted 7-0 to approve the appointment of Jeremy Davis to the position of Chief Technology Officer.

Agenda Item #3D-2 – Public Employee Employment/Appointment

Trustees voted 7-0 to approve the appointment of Joshua Wellikson to the position of Principal at Esencia School.

It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to adopt the Board agenda.

Adoption of the Board Agenda

AYES:	Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas and Pritchard
NOES:	None
ABSENT:	Reardon

Student Advisor Darling voted Aye to adopt the Board agenda.

Extra Miler

Tracy Welter and Hillary Reichert for their creation of the WEB Program that welcomes 6th and 7th grade students to Bernice Ayer Middle School.

Special Recognitions

Associated Student Body

*Capistrano Valley High School
Josh Hill, Principal
Steve Bryant, Director of Student Activities
Bianca Sunico, Associated Student Body President*

Superintendent Vital reported on various school visits and the activities of the past two weeks. She visited San Clemente High School and attended the football games of both Tesoro High School and San Juan Hills High School.

Board and Superintendent Comments

Superintendent Vital attended the Grand Opening of the Saddleback College Sciences building and attended the kick-off of the District's College and Career Center also known as "futurology". This program offers real and personal interaction between counselors and their students to increase post-secondary options in an engaging and meaningful manner.

Trustee Hatton-Hodson spoke regarding Esencia School and directed staff to provide the Board with an update on the facility needs.

The following speakers addressed the Board:

- Dawn Urbanek spoke regarding student privacy.
- Cindy Dopf spoke regarding Independent Physical Education qualifications.

**Oral
Communications**

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.

President Hanacek asked Trustees for Items they wished to pull from the Consent Calendar. Trustee Hatton-Hodson requested to pull Item 2. Trustee McNicholas requested to pull Item 4. Trustee Hanacek requested to pull Item 6.

**Items Pulled from
the Consent
Calendar**

It was moved by Trustee McNicholas, seconded by Trustee Hatton-Hodson, and motion carried by a 6-0-1 Roll Call vote to approve the following Consent Calendar, with the exception of Item 2, Item 4 and Item 6.

AYES:	Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Pritchard
NOES:	None
ABSENT:	Reardon

Student Advisor Darling voted Aye to approve the Consent Calendar with the exception of the pulled items.

Approval of donations of funds and equipment.

**Donation of Funds
and Equipment
Agenda Item 1**

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.

**Independent
Contractor,
Professional
Services, Field
Service and Master
Contract
Agreements.
Agenda Item 3**

Approval of the Sales and Service Agreement with The Regents of the University of California, University of California, Irvine, to provide a range of behavior support services.

**Sales and Service
Agreement with
The Regents of the
University Of
California,
University of
California, Irvine
Agenda Item 5**

Approval of the amendment to the AVID Path to Schoolwide Training Agreement.

**AVID Path to
Schoolwide
Training
Agreement
Agenda Item 7**

Approval of teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport.

**Authorization of
Coaches to Provide
First Semester
Physical Education
Credit
Agenda Item 8**

Approval of the activity list for employment, separation and additional assignments of classified employees.

**Resignations/
Retirements/
Employment –
Classified
Employees
Agenda Item 9**

Approval of the activity list for employment, separation and additional assignments of certificated employees.

**Resignations/
Retirements/
Employment –
Certificated
Employees
Agenda Item 10**

Approval of the July 13, 2016 Regular Board Meeting minutes.

**School Board
Minutes
Agenda Item 11**

ITEMS PULLED FROM CONSENT CALENDAR

Approval of the Solution Tree Purchasing Agreement which supplements the Solution Tree Purchasing Agreement initially approved by the Board on July 20, 2016.

**Solution Tree
Purchasing
Agreement
Agenda Item 6**

The following speaker addressed the Board:

- Dawn Urbanek spoke regarding the Solution Tree Purchasing Agreement.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Agenda Item 6.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Agenda Item 6.

Approval of the Local Control Accountability Plan (LCAP) Parent Advisory Committee (PAC) members.

**Local Control
Accountability
Plan Parent
Advisory
Committee
Agenda Item 4**

Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Alpay and motion carried by a 6-0-1 vote to approve Agenda Item 4.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Agenda Item 4.

Approval of purchase orders and commercial warrants.

**Purchase Orders,
Commercial
Warrants and
Previously Board-
Approved Bids and
Contracts.
Agenda Item 2**

Trustee Hatton-Hodson recused herself from this item.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 5-0-1-1 vote to approve Agenda Item 2.

AYES: Trustee Alpay, Hanacek, Jones, McNicholas, and Pritchard
NOES: None
ABSENT: Reardon
ABSTAIN: Hatton-Hodson

Student Advisor Darling voted Aye to approve Agenda Item 2.

DISCUSSION/ACTION ITEMS

President Hanacek recognized Susan Holliday, Associate Superintendent, Education Services to present this item.

**Second Reading –
Revisions to Board
Policy 0420.4,
Charter School
Authorization
Agenda Item 12**

Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Hatton-Hodson and motion carried by a 6-0-1 vote to approve Second Reading – Revisions to Board Policy 0420.4, Charter School Authorization.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Second Reading – Revisions to Board Policy 0420.4, Charter School Authorization.

Following discussion, this item was moved to a Third Reading.

**Second Reading –
Board Policy
0420.41, Charter
School Oversight
Agenda Item 13**

President Hanacek recognized Susan Holliday, Associate Superintendent, Education Services to present this item.

**Second Reading –
Board Policy
0420.43, Charter
School Revocation
Agenda Item 14**

Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Alpay and motion carried by a 6-0-1 vote to approve Second Reading – Board Policy 0420.43, Charter School Revocation.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Second Reading – Board Policy 0420.43, Charter School Revocation.

President Hanacek recognized Gordon Amerson, Associate Superintendent, Human Resource Services to present this item.

**Second Reading –
Board Policy
4112.8, 4212.8,
4312.8,
Employment of
Relatives
Agenda Item 15**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Second Reading – Board Policy 4112.8, 4212.8, 4312.8, Employment of Relatives.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Second Reading – Board Policy 4112.8, 4212.8, 4312.8, Employment of Relatives.

President Hanacek recognized Gordon Amerson, Associate Superintendent, Human Resource Services to present this item.

**Second Reading –
Board Policy 4300,
Management,
Supervisory and
Confidential
Personnel
Agenda Item 16**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Second Reading – Board Policy 4300, Management, Supervisory and Confidential Personnel.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Second Reading – Board Policy 4300, Management, Supervisory and Confidential Personnel.

President Hanacek recognized Gordon Amerson, Associate Superintendent, Human Resource Services to present this item.

**Approval of
Substitute
Intervention
Specialist
Agenda Item 17**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Hatton-Hodson and motion carried by a 6-0-1 vote to approve Substitute Intervention Specialist.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Substitute Intervention Specialist.

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 Roll Call vote to approve Resolution No. 1617-43, Intent to Consider the 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.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to approve Resolution No. 1617-43, Intent to Consider the 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.

It was moved by Trustee Alpay, seconded by Trustee Hatton-Hodson and motion carried by a 6-0-1 vote to adjourn the meeting.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Reardon

Student Advisor Darling voted Aye to adjourn the meeting.

President Hanacek announced the meeting adjourned at 8:29 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board Operations

**Resolution No.
1617-43, Intent to
Consider the
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
Agenda Item 18**

Adjournment

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
October 26, 2016
EDUCATION CENTER – BOARD ROOM

President Hanacek called the meeting to order at 5:33p.m.

**Call to Order/
Adjourn to Closed
Session**

At 5:33 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel - Anticipated Litigation; Conference with Legal Counsel – Existing Litigation; and Student Expulsions.

The regular meeting of the Board reconvened to open session and was called to order by President Hanacek at 7:00 p.m.

ROLL CALL:

Present: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, Reardon and
Student Advisor Quinn Darling
Absent: Trustee Hatton-Hodson

The Pledge of Allegiance was led by Principal of Dana Hills High School, Jason Allemann.

**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 McNicholas, seconded by Trustee Jones and motion carried by a 6-0-1 vote to adopt the Board agenda.

**Adoption of the
Board Agenda**

AYES:	Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas and Pritchard
NOES:	None
ABSENT:	Reardon

Student Advisor Darling voted Aye to adopt the Board agenda.

President Hanacek reported the following action taken during closed session:

**President's Report
from Closed
Session Meeting**

Agenda Item #3A- Conference with Legal Counsel – Anticipated Litigation

Trustees voted 6-0-1 to approve the ratification of IDR Case Numbers 20160728, 20160729, 20160804, 20160810, 20160811, 20160829, 20160831, 20160902, 20160903 and 20160922.

Agenda Item #3B-1 – Conference with Legal Counsel – Existing Litigation

Trustees voted 6-0-1 to approve OAH Case Number 2016070067.

Agenda Item #3B-2 – Conference with Legal Counsel – Existing Litigation

Trustee Reardon recused himself from this item.

Trustees vote 5-0-1-1 to approve OAH Case Number 2016071071.

Agenda Items #3B-3 through #3B-6 – Conference with Legal Counsel – Existing Litigation

Trustees vote 6-0-1 to approve OAH Case Numbers 2016071099, 2016081025, 2016081176 and 2016090206.

Agenda Item #3C – Student Expulsions

Trustees voted 6-0-1 to approve the expulsion of Case Number 2017-006.

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*

Superintendent Vital reported on various school visits and the activities of the past two weeks. She met with PTSA Presidents from school families around the District and attended several events at their request. She expressed her thanks for the support and dedication of the PTA and the work they do for all of our young people.

Superintendent Vital attended the Serra High School graduation. She thanked the teachers and staff for the heart and commitment they dedicate to their students.

She attended both the Capistrano Valley High School and Dana Hills High School football games along with the San Clemente High School Homecoming parade.

The following speakers addressed the Board:

- Katie Nichols spoke regarding the Mandarin Immersion Program.
- Mary Salgado spoke regarding the PSAT Exam.
- Brad Jones spoke regarding the Mandarin Immersion Program.
- Dawn Urbanek spoke regarding the District and PTSA Political Advocacy
- Susanne Dachgruber spoke regarding the Mandarin Immersion Program.
- Michele Ploessel-Campbell spoke regarding Jog-A-Thon.

PUBLIC HEARING

President Hanacek announced the Public Hearing open at 7:44p.m. to hear College Readiness Block Grant Plan.

**Special
Recognitions**

**Board and
Superintendent
Comments**

**Oral
Communications**

**Public Hearing:
College Readiness
Block Grant Plan
405 of 479**

President Hanacek announced the Public Hearing closed at 7:44 p.m.

Agenda Item 1

President Hanacek announced the Public Hearing open at 7:45p.m. to hear 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.

**Public Hearing:
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
Agenda Item 2**

President Hanacek announced the Public Hearing closed at 7:45p.m.

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.

President Hanacek asked Trustees for Items they wished to pull from the Consent Calendar. Trustee Jones requested to pull Items 7 and 12. Trustee Alpay requested to pull Items 12, 13 and 17. Trustee Reardon requested to pull Item 8.

**Items Pulled from
the Consent
Calendar**

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 6-0-1 Roll Call vote to approve the following Consent Calendar, with the exception of Items 7, 12, 13 and 17.

AYES:	Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES:	None
ABSENT:	Pritchard

Student Advisor Darling voted Aye to approve the Consent Calendar with the exception of the pulled items.

The following speaker addressed the Board:

- Dawn Urbanek spoke regarding Agenda Item 4 on the Consent Calendar.

Approval of donations of funds and equipment.

**Donation Of Funds
And Equipment
Agenda Item 3**

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.

**Agreement For
Bond Counsel
Services With
Orrick, Herrington
& Sutcliffe LLP
Agenda Item 6**

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.

**Opengov, Inc.
Software
Agreement:
Agenda Item 9**

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.

**Progress Adviser,
Inc. Service
Contract
Agenda Item 10**

This item was pulled by staff.

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.

**Academic Event
Contract With
Irvine Ranch
Outdoor Education
Center
Agenda Item 11**

Approval of Educational Affiliation Agreement with the Rancho Santiago Community College District in the area of the Speech-Language Pathology Assistant Program.

**Educational
Affiliation
Agreement With
The Rancho
Santiago
Community
College District
Agenda Item 14**

Approval of the activity list for employment, separation and additional assignments of classified employees.

**Resignations/
Retirements/
Employment –
Classified
Employees
Agenda Item 15**

Approval of the activity list for employment, separation, and additional assignments of certificated employees.

**Resignations/
Retirements/
Employment –
Certificated
Employees**

Agenda Item 16

Approval of the August 10, 2016 Special Board Meeting minutes.

**School Board
Minutes
Agenda Item 18**

ITEMS PULLED FROM CONSENT CALENDAR

Approval of purchase orders and commercial warrants.

**Purchase Orders,
Commercial
Warrants and
Previously Board-
Approved Bids and
Contracts.
Agenda Item 4**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 6-0-1 vote to approve Agenda Item 4.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 4.

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.

**Independent
Contractor,
Professional
Services, Field
Service and Master
Contract
Agreements.
Agenda Item 5**

It was moved by Trustee Reardon, seconded by Trustee Alpay, and motion carried by a 6-0-1 vote to move Agenda Item 5 for reconsideration.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to move Agenda Item 5 for reconsideration.
Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Jones, and motion carried by a 6-0-1 vote to approve Agenda Item 5.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 5.

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.

**Agreement Letter
To Participate In
The California
School Funding
Coalition
Agenda Item 7**

The following speakers addressed the Board:

- Sally White spoke regarding the California School Funding Coalition.
- Dawn Urbanek spoke regarding the Agreement Letter, California School Funding Coalition.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 6-0-1 vote to approve Agenda Item 7.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 7.

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.

**Memorandum Of
Understanding
With Simon Youth
Foundation
Agenda Item 12**

The following speaker addressed the Board:

- Dawn Urbanek spoke regarding the Simon Youth Foundation.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 6-0-1 vote to approve Agenda Item 12 with the suggested edit from Trustee Alpay to revise Section 5.3 of the agreement to reflect the “ laws of the State of California”.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 12.

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.

**Newport Mesa
Unified School
District Bid No.
108-16, Fuel
(Gasoline And
Diesel) – Awarded
To Pinnacle
Petroleum, Inc.
Agenda Item 8**

Trustee Reardon directed staff to research and ensure the sales taxes the District remits are from a District address and not from a Newport Beach address.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Alpay, and motion carried by a 6-0-1 vote to approve Agenda Item 8.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 8.

Approval of DynaFile Subscription Agreement with Blue Ribbon, LLC.

**Dynafile
Subscription
Agreement With**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 6-0-1 vote to approve Agenda Item 13.

**Blue Ribbon, LLC
Agenda Item 13**

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 13.

Approval of the August 10, 2016 Regular Board Meeting minutes.

**School Board
Minutes
Agenda Item 17**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 6-0-1 vote to approve Agenda Item 17.

AYES: Trustee Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Reardon
NOES: None
ABSENT: Pritchard

Student Advisor Darling voted Aye to approve Agenda Item 17.

DISCUSSION/ACTION ITEMS

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present information on this item and answer any questions Trustees may have.

**Update on General
Obligation Bond
Measures
Agenda Item 19**

This is an information item only and no Board action was necessary.

President Hanacek recognized Susan Holliday, Associate Superintendent, Education Services to present information on this item and answer any questions Trustees may have.

**College Readiness
Block Grant Plan
Agenda Item 20**

This is an information item only and no Board action was necessary.

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

**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**

Following discussion, it was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried by a 5-0-2 Roll Call vote to 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 Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation North Yard.

AYES: Trustee Hanacek, Hatton-Hodson, Jones, McNicholas, and
Reardon
NOES: None
ABSENT: Trustees Alpay and Pritchard

Student Advisor Darling voted Aye to 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 Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation North Yard.

**Facilities at Aliso Viejo Transportation North Yard
Agenda Item 21**

President Hanacek recognized Susan Holliday, Associate Superintendent, Education Services to present this item.

**Third Reading – Board Policy 0420.41, Charter School Oversight
Agenda Item 22**

Following discussion, it was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to approve Third Reading – Board Policy 0420.41, Charter School Oversight, as written, with the substitution of “may” for “shall” and the addition of the language “in accordance with law and board policy, the Board may deny a charter’s renewal petition and may revoke upon the grounds set forth in Education Code Section 47605 and Board Policy 0420.4”.

AYES: Trustee Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES: None
ABSENT: Trustees Alpay and Pritchard

Student Advisor Darling voted Aye to approve Third Reading – Board Policy 0420.41, Charter School Oversight.

President Hanacek recognized Gordon Amerson, Associate Superintendent, Human Resource Services to present this item.

**Second Reading – Board Policy 9270, Conflict of Interest
Agenda Item 23**

This item was moved to a Third Reading.

President Hanacek recognized Daniel Burch, Interim Associate Superintendent, SELPA, Special Education Services to present this item.

**Fiscal Crisis and Management Assistance Team Special Education Review Report
Agenda Item 24**

This is an information item only and no Board action was necessary.

It was moved by Trustee McNicholas, seconded by Trustee Jones and motion carried by a 5-0-2 vote to adjourn the meeting.

Adjournment

AYES: Trustee Hanacek, Hatton-Hodson, Jones, McNicholas, and Reardon
NOES: None
ABSENT: Trustees Alpay and Pritchard

Student Advisor Darling voted Aye to adjourn the meeting.

President Hanacek announced the meeting adjourned at 9:36 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board Operations



#CapoForward

The Strategic Vision

Part 3 of 3



Presented by:
Dr. Greg Merwin, Assistant Superintendent,
PreK-5 Curriculum and Instruction

“An Unwavering Commitment to Student Success”

This is the true story, of seven pilot schools, selected to transform their educational programs, through STEM, STEAM, and college and career Readiness themes. Find out what happens, as these schools document their progress and make REAL change!

Where we are....

#CapoForward Schools

7 identified schools with a thematic approach to learning:

RH Dana - Science and Technology	Lobo - STEAM/Innovation
Marblehead - Environmental Studies	Wood Canyon - Arts and Communication
Hidden Hills - Technology	Del Obispo - STEM and Next-Generation Learning
Kinoshita - College and Career Prep	

Goals:

Model Sites

Demonstration Schools

Partner/Sister Schools



School of Choice (SOC): An Overview

- SOC window opened February 1, 2017 and closes March 3, 2017
- SOC tours at all #CapoForward schools
- Marketing materials on display at all schools
- Schools have shared positive feedback
- SOC information and marketing materials publicized via District and school social media and websites



CAPISTRANO

Unified School District

SEARCH

Select Language ▼

LOGIN

Home

Board of Trustees

About Us

Schools

Departments

Programs

Staff



Meet *your* CSU Board of Trustees! ▶

EXHIBIT 23
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#CapoForward



#CAPOFORWARD


Tweets by @CapoForward



CapoForward

@CapoForward

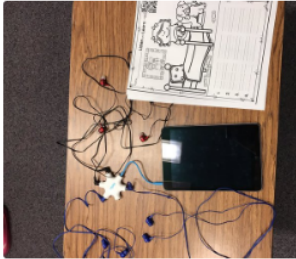
Robots aren't just for science class... #creativity #innovation #CapoForward



Wood Canyon

@WoodCanyonComet

Using QR Codes and looking at technology in different ways!



DEL OBISPO ELEMENTARY
NEXT-GENERATION LEARNING ACADEMY
[Website](#) | [Brochure](#)
[Twitter](#) | [Instagram](#) | [Facebook](#)



VIDEO COMING SOON

HIDDEN HILLS ELEMENTARY
ACADEMY OF TECHNOLOGY
[Website](#) | [Brochure](#)
[Twitter](#) | [Instagram](#)



KINOSHITA ELEMENTARY
COLLEGE & CAREER PREP ACADEMY
[Website](#) | [Brochure](#)
[Twitter](#) | [Instagram](#) | [Facebook](#)



CLARENCE LOBO ELEMENTARY
ACADEMY OF INNOVATION
[Website](#) | [Brochure](#)
[Twitter](#) | [Instagram](#) | [Facebook](#)



MARBLEHEAD ELEMENTARY
ENVIRONMENTAL STUDIES ACADEMY
[Website](#) | [Brochure](#)
[Twitter](#) | [Instagram](#) | [Facebook](#)

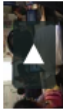


EXHIBIT 23

View on Twitter

Embed

R H DANA ELEMENTARY
SCIENCE & TECHNOLOGY ACADEMY
[Website](#) | [Brochure](#)
[Twitter](#) | [Instagram](#) | [Facebook](#)



WOOD CANYON ELEMENTARY
ACADEMY OF ARTS AND COMMUNICATION
[Website](#) | [Brochure](#)
[Twitter](#) | [Instagram](#) | [Facebook](#)



VIDEO COMING SOON

Heidi Crowley
Coordinator, Charter Schools and Strategic Initiatives
(949) 234-9220
hcrowley@capoused.org

We are moving #CapoForward
Follow us on: [Twitter](#) | [Instagram](#) | [Facebook](#)

#CAPOFORWARD



CLARENCE LOBO ACADEMY OF INNOVATION

- HOME
- OUR SCHOOL
- OUR STAFF
- LINKS
- PTA
- STUDENTS

CLARENCE LOBO SHOWCASE



[CLICK HERE](#)

KINDERGARTEN ROUND UP!

[Kindergarten Round Up](#)

Feb. 15 at 8:00

[School of Choice Tours](#)

Feb. 15 at 9:00 and Feb. 22 at 9:00

[LOBO ELEMENTARY TWITTER](#)

CALL-IN SICK LINE:

Brochure

Professional Learning Opportunity: Discovery Education STEM

- All #CapoForward schools are committed to this opportunity
- Discovery Education will provide a 3 Year Plan beginning Summer 2017
- Discovery Education will customize their professional learning to enhance each of the school's individual themes
- Official “pre-launch” event with school/community leaders will be scheduled in late Spring 2017 prior to the opening of the 17/18 school year

FabLabs Coming to #CapoForward Schools

- All #CapoForward schools will receive a “FabLab” (also known as a Fabrication Lab or Maker Space)
- Schools are currently identifying potential rooms
- Principals are working with TIS to determine specific components of each lab
- All FabLabs will include spaces for collaborating, creating, and sharing
- Professional development will be provided and additional support will be available through the Discovery Education partnership

Where we are....

The Plan: Move #CapoForward

Our goal with these board presentations is to provide information regarding the unique features and areas of focus at each of our 7 “re-imagined” schools:

Presentations

December 14, 2016: RH Dana, Hidden Hills, and Lobo

January 23, 2017: Marblehead and Kinoshita

February 22, 2017: Del Obispo and Wood Canyon



EXHIBIT 23

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DEL OBISPO

NEXT-GENERATION LEARNING ACADEMY

PREPARING THE LEADERS OF TOMORROW

Del Obispo Elementary School Next-Generation Learning Academy

Insert video



WOOD CANYON

ACADEMY OF ARTS AND COMMUNICATION

ELEVATING OUTCOMES

Wood Canyon Elementary School Academy of Arts and Communication

EXHIBIT 23
Insert video
14 of 19

How will we measure our success?

#CapoForward Metrics

We will measure our success as CapoForward schools using three different sources:

1. Student Attendance
Monthly attendance percentages
2. Smarter Balanced Assessments
Increase in student achievement
3. Parent Surveys
Created (with parent input) to measure satisfaction



Surveys

- #CapoForward PLC meets monthly and is finalizing both parent and student surveys
- Beginning in the Fall of 2017, surveys will be one of the three measures that provide baseline data for each #CapoForward school to measure progress and stakeholder satisfaction

#CAPOFORWARD



We Invite You to See the Transformation

- Student experiences are being **transformed** at each of the 7 schools
- The real change is happening in the classrooms
- You can watch via social media, but there is no true substitute for seeing the magic happen in the classroom and to witness student fascination and excitement about learning
- Anyone can engage students. The goal of the #CapoForward schools is to fascinate children and create life-long learners
- We welcome you for a visit as we move #CapoForward

#CAPOVISION



#CAPOFORWARD

19 of 19

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

February 22, 2017

**RESOLUTION NO. 1617-52, NON-REELECTION OF TEMPORARY CERTIFICATED
EMPLOYEES**

A. General Recitals

WHEREAS, the Board of Trustees employs Temporary certificated employees pursuant to § 44909, § 44918, and § 44920 of the Education Code; and

WHEREAS, Education Code § 44916 requires a Temporary certificated employee to receive notice, prior to the first day of paid service, of the Temporary nature of the employment and the anticipated length of service; and

WHEREAS, each employee classified as a Temporary certificated employee pursuant to § 44909, § 44918, and § 44920 of the Education Code received notice, prior to their first day of paid service, of the Temporary nature of the employment and anticipated length of their service; and

WHEREAS, Education Code § 44954 provides that the Board of Trustees shall notify Temporary employees in a position requiring certification qualification of the District's decision to release the employees from such a position prior to the next succeeding school year; and

WHEREAS, through this resolution, it is the intent of the Board of Trustees to release each Temporary certificated employee employed for the 2016-2017 school year effective no later than the last school day of the school year.

B. Employment of Temporary Employees as Leave Replacements Pursuant to Education Code § 44920

WHEREAS, Education Code § 44920 permits the Board of Trustees to “employ as a teacher any person holding appropriate certification documents, and may classify such person as a Temporary employee” “based upon the need for additional certificated employees during a particular semester or year because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness;” and

WHEREAS, the Board of Trustees employed the following certificated employees under Temporary contracts pursuant to Education Code § 44920 during the 2016-2017 school year;

25882	33009	33008	32471	32458	30417
31816	20439	30106	32636	25445	29913
33303	33349	30944	13422	31982	32145

32237	32699	32444	31892	33243	33316
30846	27026	31143	33269	31780	33236
32235	24415	32308	26492	33259	31189
32233	32357	22028	33397	12013	33467
30695	33305	27124	33310	29514	32345
30693	33527	31660	30844	33255	33287
32279	26910	30761	33265	32343	33449
32745	30660	32869	28117	33486	29252
27305	33321	33249	33444	32354	

WHEREAS, the above-listed employees may be released pursuant to Education Code § 44918 and § 44954 regardless of any expiration of a contract or a specially funded project; and

WHEREAS, the Board of Trustees of the Capistrano Unified School District has determined to release the above-listed employees at the conclusion of the current 2016-2017 school year.

C. Employment of Temporary Employees in Categorically Funded Programs Pursuant to Education Code § 44909

WHEREAS, Education Code § 44909 permits the Board of Trustees to “employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes;” and

WHEREAS, Education Code § 44909 provides, “Such persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of temporary or permanent employees other than § 44918;” and

WHEREAS, the Board of Trustees employed the following certificated employees under Temporary contracts in categorically funded positions pursuant to Education Code § 44909 during the 2016-2017 school year:

22148	33311	33313	31571	10319 (20%)	32979	32365
31446	33251	29572	30656	33306	31651	26706
32250	32880	33268	31441	26376	32239	32359
32242	32251	29834	32244	32241	33262	32234
32245	32938	33244	32252	32247	32818	32238
32232	32868	33295	32236	32454	32249	32750
32281	33260	32282	32246	32280	33191	29876
22406						

WHEREAS, Education Code § 44909 requires the “terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the Board of Education and such agreement shall be reduced in writing;” and

WHEREAS, each of the above-listed individuals was employed pursuant to a mutually agreed-upon contract between the employee and the Board of Trustees and for the term of the contract or project; and

WHEREAS, the employees were hired to perform services conducted under contract with public or private agencies or categorically funded projects which are not required by federal or state statutes; and

WHEREAS, the term for each specifically fund project or contract has expired, or will expire by the termination date of each employee’s contract; and

WHEREAS, all categorical funds used to justify the above-listed employees’ classification as Temporary under Education Code § 44909 will be expended and therefore will expire at the end of the 2016-2017 school year; and

WHEREAS, no categorical funding used to justify the above-listed employees’ classification as Temporary under Education Code § 44909 has a duration beyond the 2016-2017 school year; and

WHEREAS, accordingly, each of the above-listed employees designated as Temporary by the District under Education Code § 44909 may be released at the end of the 2016-2017 school year without the procedural requirements applicable to temporary and permanent employees; and

WHEREAS, the Board of Trustees has determined to release the above-listed employees, whether their lawful status is considered to be Temporary or temporary, at the end of the current 2016-2017 school year, consistent with the terms of Education Code § 44909, and § 44954.

D. Employment of Temporary Employees to Replace Regular Employees Assigned to Categorically Funded Programs Pursuant to Education Code § 44909

WHEREAS, Education Code § 44909 further provides, “Whenever any certificated employee in the regular educational program is assigned to a categorically funded project not required by federal or state statute and the district employs an additional credentialed person to replace that certificated employee, the replacement certificated employee shall be subject to the provisions of § 44918;” and

WHEREAS, the lawful status of certificated employees employed pursuant to this provision of Education Code § 44909 is Temporary; and

WHEREAS, the Board of Trustees employed the following certificated employees under Temporary contracts to replace regular employees assigned to categorically funded

projects or programs pursuant to Education Code § 44909 during the 2016-2017 school year:

28043	CF Billings/Invoices	33731	CF Title I (3010)
26488	CF Billings/Invoices	32324	CF Title I (3010)
32351	CF Music (1102)	33218	CF Title I (3010)
32350	CF Music (1102)	31903	CF Title I (3010)
29288	CF Music (1102)	32661	CF Title I (3010) (50%)
20281	CF Billings/Invoices	33617	CF Title I (3010)
31775	CF Title I (3010) (50%)	33300	CF Title I (3010)
24131	CF Billings/Invoices		

WHEREAS, the Board of Trustees of the Capistrano Unified School District has determined to release each of the above-listed employees at the end of the current 2016-2017 school year.

NOW THEREFORE BE IT RESOLVED that the above recitals are true and correct; and

BE IT FURTHER RESOLVED that the Board of Trustees of the Capistrano Unified School District hereby directs that notice be provided to each of the above employees of his or her non-release effective upon the close of the 2016-2017 school year or the expiration of any applicable Temporary contract (whichever occurs first), that his or her employment with the Capistrano Unified School District is thereby ended accordingly, and that the notification be provided on or before May 30, 2016.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PASSED AND ADOPTED this 22nd day of February 2017, by the Capistrano Unified School District Board of Trustees.

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 22nd day of February 2017, by a roll call vote.

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

Dated: February 22, 2017

CALIFORNIA

**BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF**

By: _____
Patricia Holloway
Clerk of the Board of Trustees

By: _____
Kirsten M. Vital
Secretary to the Board of Trustees

Date: February 22, 2017



State Accountability Overview and CUSD Indicators

EXHIBIT 26
1 of 29

Board Update
February 22, 2017

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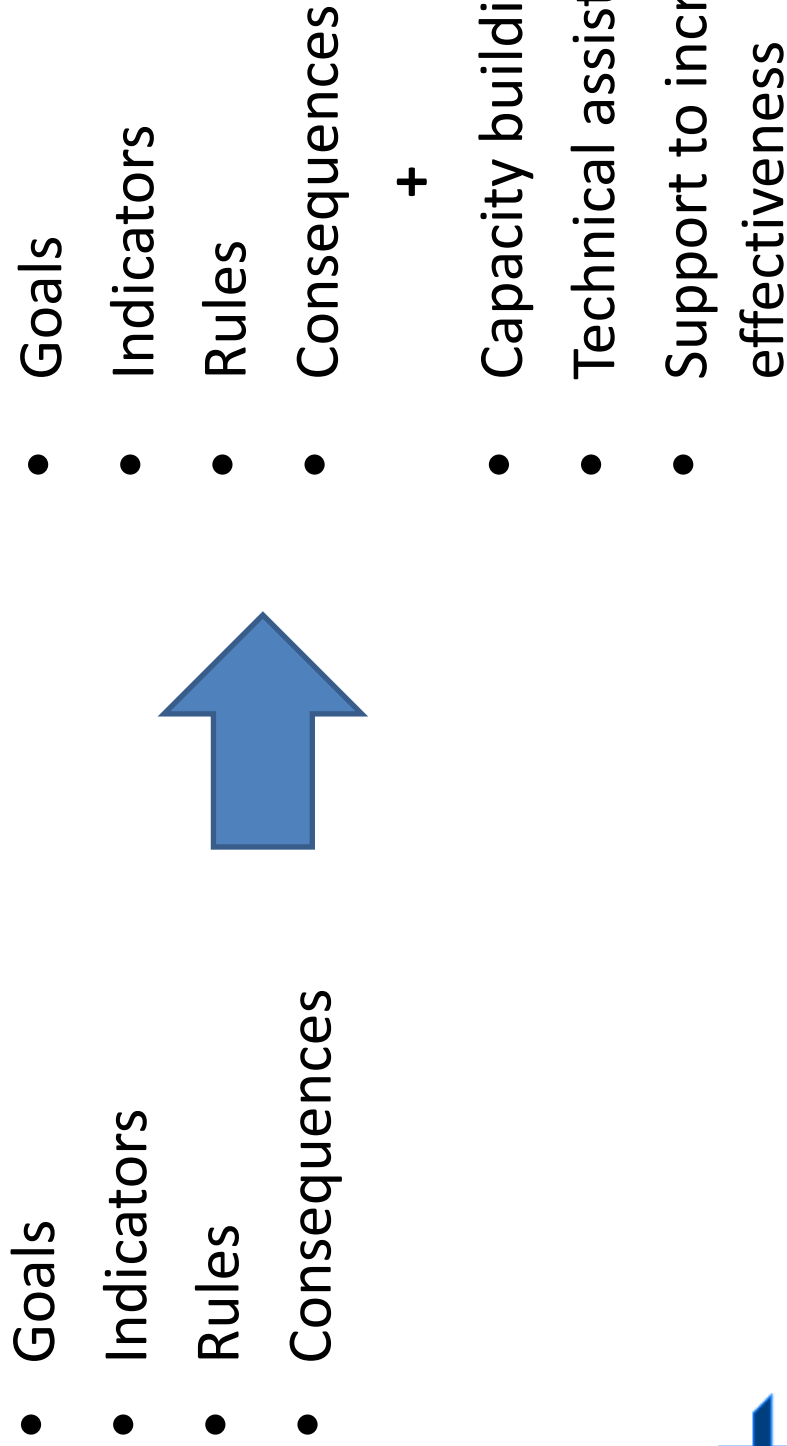


Accountability Framework

- Performance
- Equity
- Improvement
- Transparency
- One system to meet local, state, and federal needs



Accountability Model Shifts:





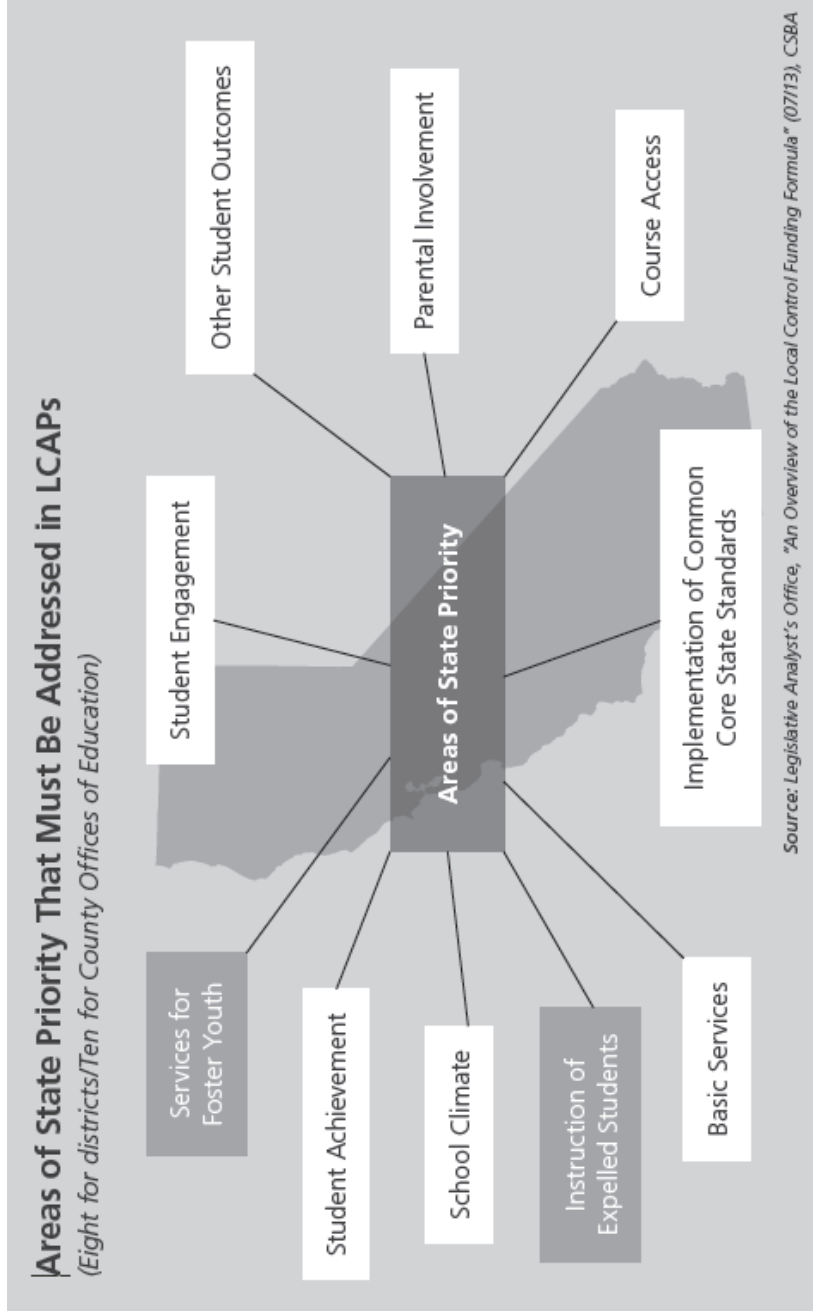
Accountability & Continuous Improvement System

- LCAP and Annual Update
- CA School Dashboard
 - To support Districts in identifying strengths, weaknesses, and areas for improvement
 - To assist in determining whether Districts are eligible for technical assistance
 - To assist the State Superintendent of Public Instruction (SPI) in determining whether Districts are eligible for more intensive state support/intervention
- Support and Assistance system



Accountability & Continuous Improvement System

Based on progress toward the LCFF state priorities addressed in the LCAP





Performance Standards Set for All LCFF Priorities

LCFF Priority	State Indicator	Local Indicator
Priority 1		Basics Conditions at School
Priority 2		Implementation of State Academic Standards
Priority 3		Parent Engagement
Priority 4	Academic Indicator English Learner Indicator	
Priority 5	Chronic Absence Indicator Graduation Rate Indicator**	
Priority 6	Suspension Rate Indicator	Local Climate Survey
Priority 7	College/Career Indicator*	
Priority 8	College/Career Indicator*	
Priority 9		Coordination of Services for Expelled Students**
Priority 10		Coordination of Services for Foster Youth**
*High School Only		**COE Only



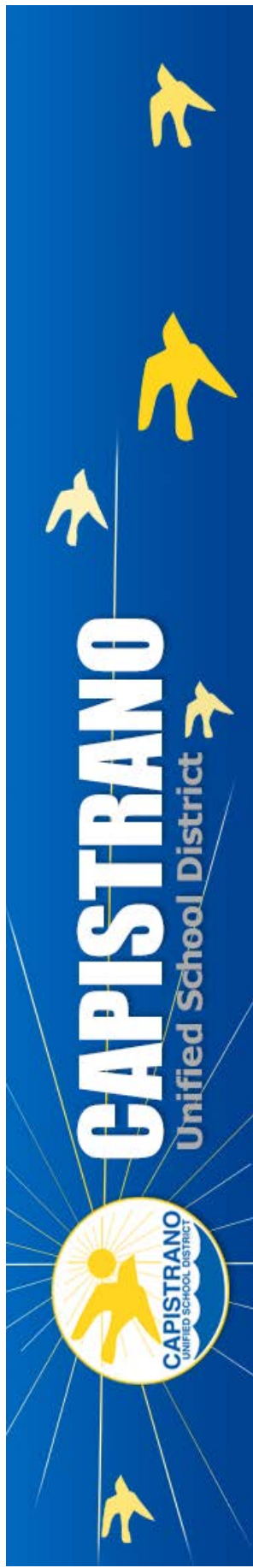
Evaluation Rubrics

- ❖ The model uses percentiles to create a 5x5 grid that combine **Status** and **Change** that are equally valued in making an overall determination for a **Performance Category** (represented by a color) for each indicator.

- ❖ The model will be applied to all LEAs, schools (except Alternative Schools), and significant student groups.

Status is based on the <i>current</i> year performance.					Change is the difference between performance from the <i>prior</i> year and <i>current</i> year, or between the <i>current</i> year and a <i>multi-year average</i> - if available.				
Gray	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Blue
Orange	Yellow	Green	Green	Blue	Green	Green	Blue	Blue	Blue
Orange	Orange	Yellow	Yellow	Green	Green	Green	Green	Green	Green
Red	Orange	Orange	Orange	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Red	Red	Red	Red	Red	Red	Red	Red	Red	Red





Performance Categories

- ❖ For each indicator, the combination of status and change results in a performance category.*
- ❖ Each performance category is represented by a color.
- ❖ **GREEN** or **BLUE** are the performance targets.
- ❖ **RED**, **ORANGE**, or **YELLOW** means there is work to be done.



* Except for new / first-year data.





Graduation Rate Indicator

**3-Yr Avg
97.0%***

**2014-2015
96.7%***

EXHIBIT 26
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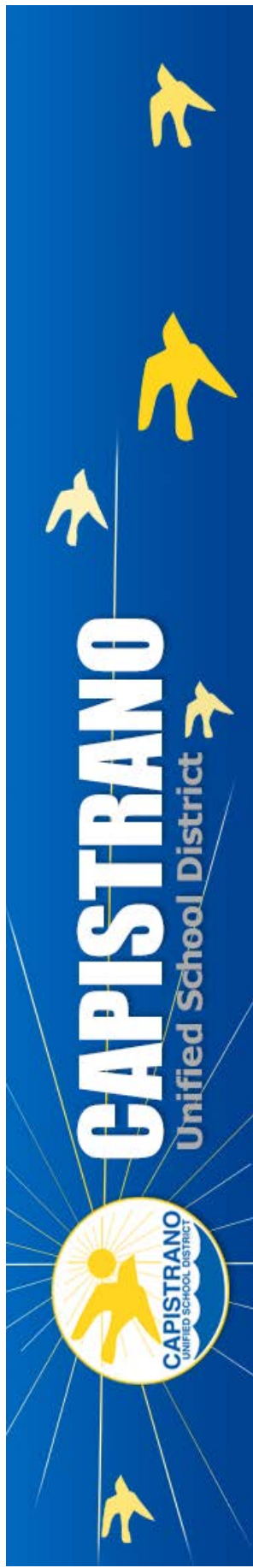
Graduation Change

Level	Declined Significantly by more than 5%	Declined by 1% to 5%	Maintained Declined or improved by less than 1%	Increased by 1% to less than 5%	Increased Significantly by 5% or more
Very High 95% or greater	Gray	Blue	Blue	Blue	Blue
High 90% to less than 95%	Orange	Yellow	Green	Green	Blue
Median 85% to less than 90%	Orange	Orange	Yellow	Green	Green
Low 67% to less than 85%	Red	Orange	Orange	Yellow	Yellow
Very Low Less than 67%	Red	Red	Red	Red	Red

Gray colored cell=Not applicable

*data points are preliminary

An Unwavering Commitment to Student Success



Academic Indicator - ELA

2014-2015
+33.2

ELA Academic Indicator – Distance from Level 3
Change in Average Distance from Level 3

Level	Declined Significantly by more than 15 points	Declined by 1 to 15 points	Maintained Declined by less than 1 point or increased by less than 7 points	Increased by 7 to less than 20 points	Increased Significantly by 20 points or more
Very High 45 or more points above	Yellow	Green	Blue	Blue	Blue
High 10 points above to less than 45 points above	Orange	Yellow	Green	Green	Blue
Medium 5 points below to less than 10 points above	Orange	Orange	Yellow	Green	Green
Low More than 5 points below to 70 points below	Red	Orange	Yellow	Yellow	Yellow
Very Low More than 70 points below	Red	Red	Red	Orange	Yellow

2015-2016
+37.5

EXHIBIT 26
Average Distance from Level 3
12 of 29

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CAPISTRANO

Unified School District

Academic Indicator - Math

2014-2015
+8.9

2015-2016
+17.3

Math Academic Indicator – Distance from Level 3
Average Distance from Level 3

Level	Declined Significantly by more than 10 points	Declined by 1 to 10 Points	Maintained Declined by less than 1 point or increased by less than 5 points	Increased by 5 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above	Yellow	Green	Blue	Blue	Blue
High 5 points below to less than 35 points above	Orange	Yellow	Green	Green	Blue
Medium More than 5 points below to 25 points below	Orange	Orange	Yellow	Green	Green
Low More than 25 points below to 95 points below	Red	Orange	Yellow	Yellow	Yellow
Very Low More than 95 points below	Red	Red	Red	Orange	Yellow

Average Distance from Level 3



College/Career Indicator

College/Career Change

Level	Declined Significantly by more 10%	Declined by 1.5% to 10%	Maintained Declined or increased by less than 1.5%	Increased by 1.5% to less than 10%	Increased Significantly by 10% or more
Very High 60% or more	Yellow	Blue	Blue	Blue	Blue
High 45% to less than 60%	Orange	Yellow	Green	Green	Blue
Median 25% to less than 45%	Orange	Orange	Yellow	Green	Green
Low 10% to less than 25%	Red	Orange	Orange	Yellow	Yellow
Very Low Less than 10%	Red	Red	Red	Orange	Yellow

College/Career Status



CA School Dashboard

- District, School, and Student Group level
- Top-Level Summary Data Display
- Statements of Model Practices

EXHIBIT 26
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CA School Dashboard Top-Level Summary Data Display - sample

















CA School Dashboard Top-Level Summary Data Display - sample

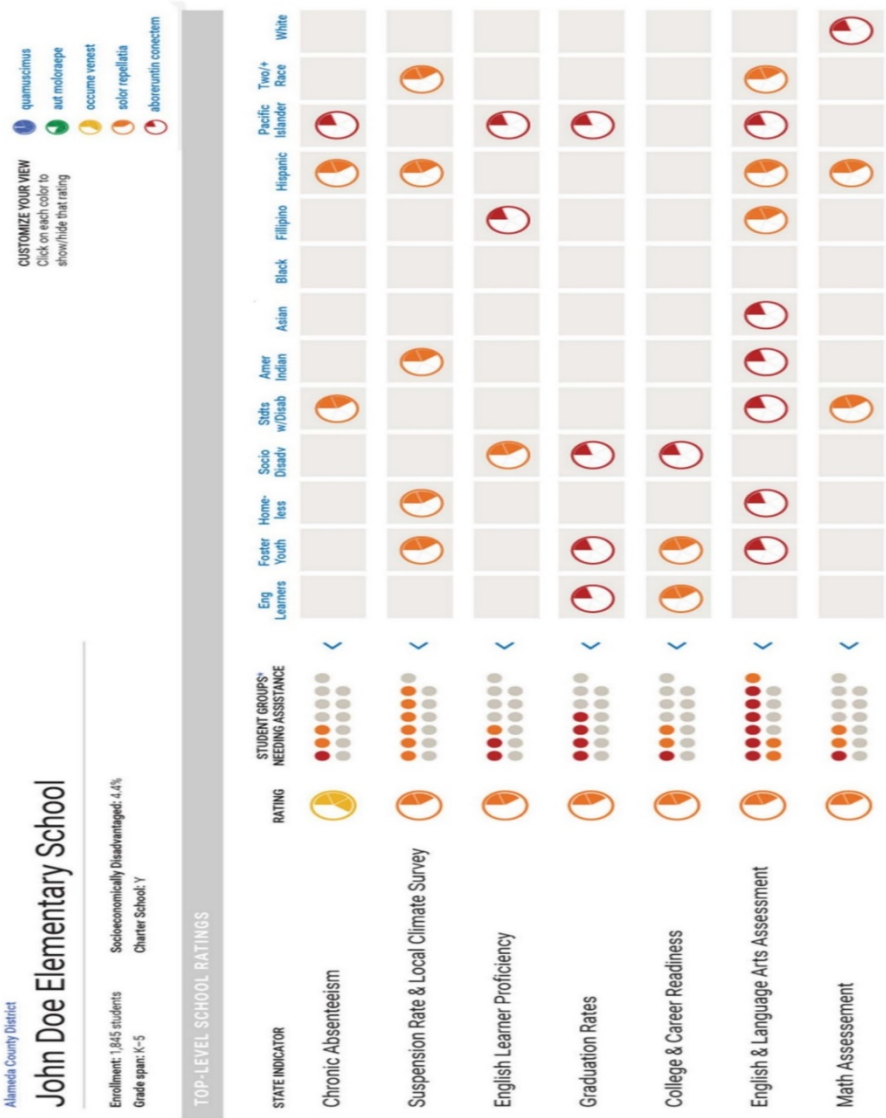
English Language Arts Assessment

This report provides the color coded rating for a single state indicator, English language arts assessments, for all student groups. A dash (-) in any of the below cells indicates the data was not available.

Blue	Green	Yellow	Orange	Red										
All	Blue/Green	Red/Orange												
American Indian	Asian	African American	Eng Learners	Hispanic	Homeless	Pacific Islander	Socio Economically	Students w/Disab	Two/+ Race	White				
														



CA School Dashboard Top-Level Summary Data Display - sample





Priority 1
Basic Services
**Basic Conditions at
School**

Priority 2
*Implementation of
State Standards*
**Narrative Summary
or Reflection tool**

Priority 3
Parental Involvement
**Parent Engagement
Survey or
Local Measures**

Local Indicator Tools

Priority 6
School Climate
**Local Climate Survey
CHKS or other survey**

Priority 9 ^(COE only)
*Coordination of Instruction of
Expelled Youth*
**CDE's Self-Assessment
Tool**

Priority 10 ^(COE only)
*Coordination of Services for
Foster Youth*
**CDE's Self-Assessment
Tool**



Local Performance Indicators

- LEAs **will evaluate progress** on LCFF evaluation rubrics local performance indicators **using self assessments and/or a menu of local measures**
- LEAs **will be provided** with self-assessment tools and/or menu of local measures and will **report progress through the California School Dashboard.**

- Following the the reporting out of the self-assessment/local measure options and progress, **LEAs will assess performance** using criteria:

MET	Not MET	Not MET For 2 or more years
------------	----------------	------------------------------------



CAPISTRANO

Unified School District

"Getting to Met"

Meeting the Standard on Local Performance Indicators

Meeting standard on the local indicators is
NOT about the **RESULTS** of a survey **nor**
the **LEVEL** of progress on a tool...

Meeting standard is about **engagement** in
the **process**, **analysis** for **continuous**
improvement, **transparent reporting** of
results, and subsequent **incorporation** into
the plan.

REVIEW OF PERFORMANCE

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubric, provide a rating for each indicator. Indicate the level of progress on the indicator, the level of engagement in the process, and the level of analysis for continuous improvement. This may include identifying any specific areas of how past performance indicators or other local indicators have led to improved performance for these students.

GREATEST PROGRESS

Referring to the LCFF Evaluation Rubric, identify any state indicator or local performance indicator for which overall performance was in the "Met" or "Exceeded" category or where the LEA received a "Met" or "Exceeded" rating. Additionally, identify any areas that the LEA has determined need improvement. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

GREATEST NEEDS

Referring to the LCFF Evaluation Rubric, identify any state indicator for which performance for any student group was in the "Not Met" or "Not Met Yet" category or where the LEA received a "Not Met" or "Not Met Yet" rating. Additionally, identify any areas that the LEA has determined need improvement. What steps is the LEA planning to take to address these performance gaps?

PERFORMANCE GAPS



Statements of Model Practices

Williams Standards

Provide all students with equal access to instructional materials, quality teachers, and safe schools.

- School Accountability Report Card (SARC) meets this requirement.



Statements of Model Practices

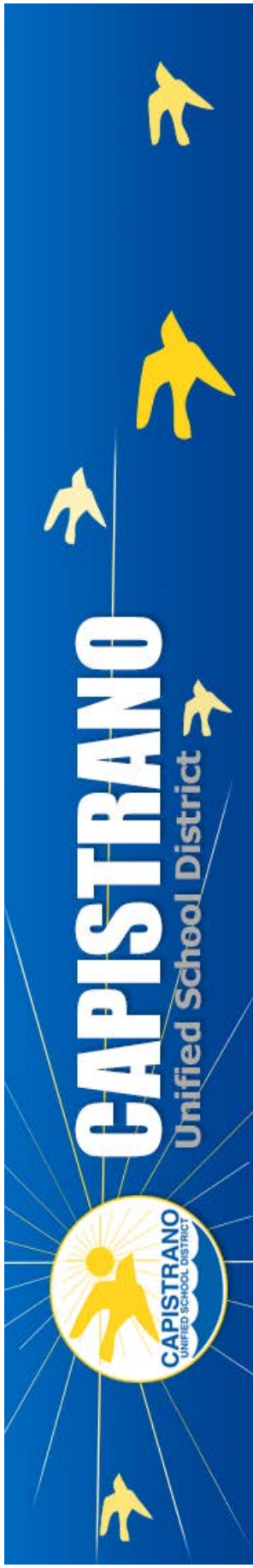
Progress in Implementing Standards

Ensure that there is a timeline in place for implementing student content standards, including key milestones and expectations for operational and instructional readiness for standards implementation. The district regularly collects, analyzes, and uses data on the progress of implementation across the district. Discussions of progress are focused on outcome data (including leading and lagging indicators, feedback from the schools, and milestones)....

EXHIBIT 26
23 of 29

- Narrative summary or reflection tool

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Statements of Model Practices

Parent Engagement

Welcome parents, guardians, and community members as partners in learning by understanding their expectations for their students, building awareness of and encouraging contributions to the design and implementation of learning opportunities, and providing opportunities to develop awareness and skills to support student learning....

EXHIBIT 26
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- Parent Engagement survey or other local measures

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Statements of Model Practices

School Climate

Ensure schools provide students with positive and engaging learning environments. School culture and climate are formed by a range of factors that shape students' perceptions of school and their motivation to learn. These factors include the physical, social, and emotional aspects of the school that support meaningful teaching and learning.

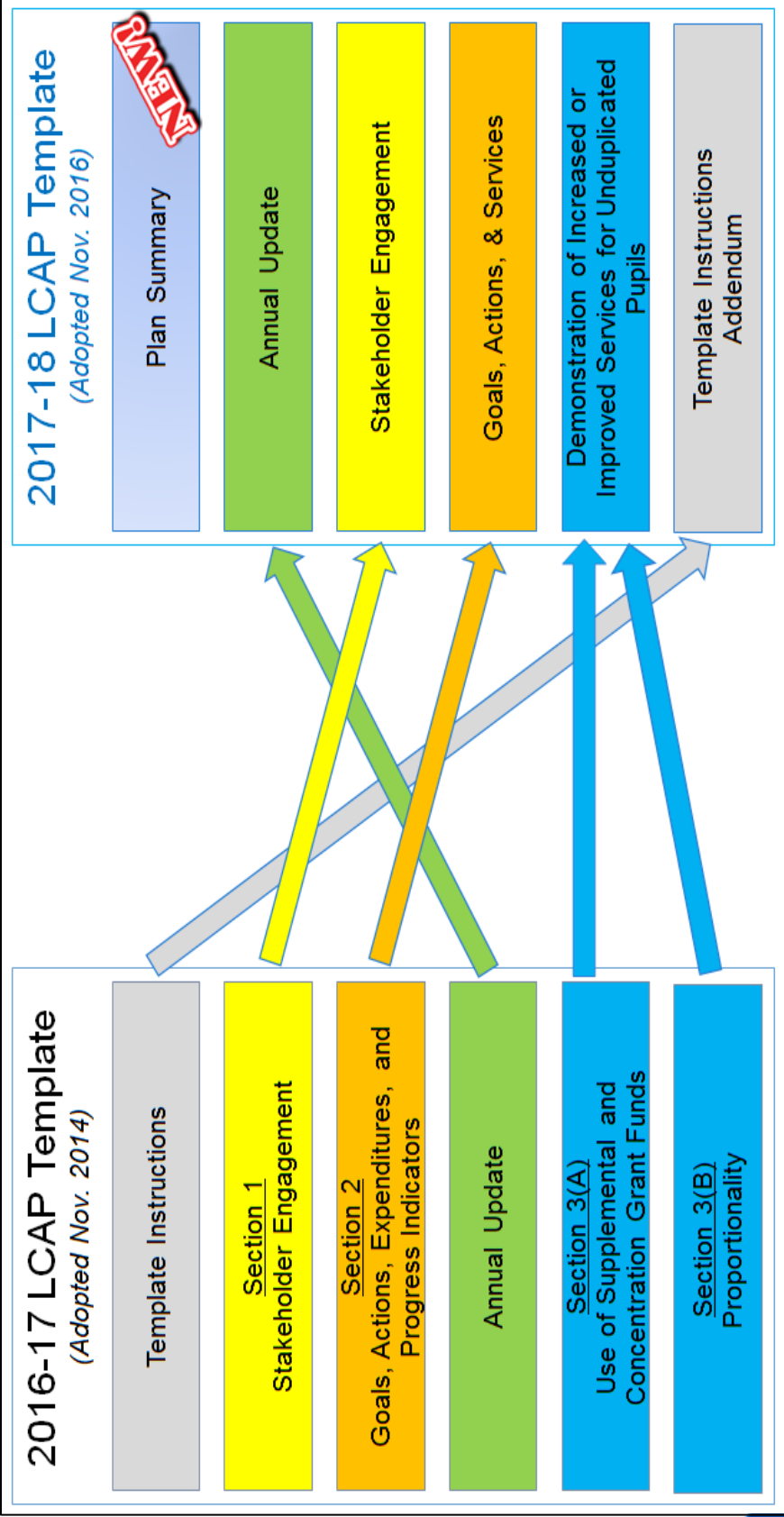
EXHIBIT 26
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- CHKS for grades 5, 7, 9, and 11 and/or local climate survey

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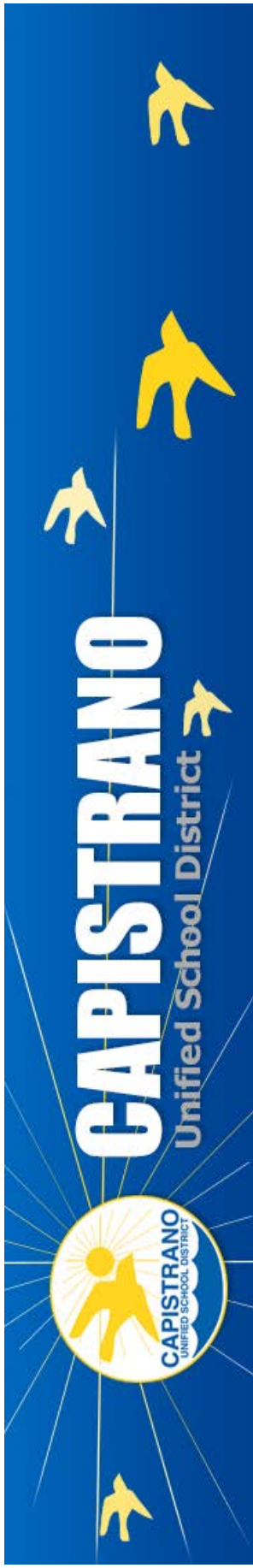
LCAP TEMPLATE CROSSWALK





State's Next Steps

- **(March)**– Release of CA School Dashboard data to the public



CUSD's Next Steps

- Staff training on the CA School Dashboard
- Define, operationalize, and develop tools to measure Local Indicators
 - Basic conditions at a school – Williams
 - Progress in implementing standards
 - Parent engagement
 - School climate
- Use CA School Dashboards to draft 2017-2018 LCAP



Questions & Comments

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

School Board Meeting Schedule
January 2017 – December 2017

Wednesday, January 18*
Wednesday, January 25

Wednesday, July 26

Wednesday, February 22

Wednesday, August 23

Wednesday, March 8
Wednesday, March 15*
Wednesday, March 22

Wednesday, September 13
Wednesday, September 27

Wednesday, April 12*
Wednesday, April 19

Wednesday, October 11
Wednesday, October 25

Wednesday, May 10
Wednesday, May 17*
Wednesday, May 24

Wednesday, November 8

Wednesday, June 14
Wednesday, June 28

Wednesday, December 13

Adopted: 12/14/2016

*Denotes Workshop/Special Meeting as needed.

PROPOSED

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

**School Board Meeting Schedule
January 2017 – December 2017**

Wednesday, January 18*
Wednesday, January 25

Wednesday, July 26

Wednesday, February 22

Wednesday, August 23

Wednesday, March 8
Wednesday, March 15*
Wednesday, March 22

Wednesday, September 13
Wednesday, September 27

Wednesday, April 12*
Wednesday, April 19

Wednesday, October 11
Wednesday, October 25

Wednesday, May 10
Wednesday, May 17*
Wednesday, May 24

Wednesday, November 8

Wednesday, June 7 (Proposed)
~~Wednesday, June 14~~
Wednesday, June 28

Wednesday, December 13

Adopted: 12/14/2016

*Denotes Workshop/Special Meeting as needed.

TITLE I PROGRAMS

In order to improve the academic achievement of students from economically disadvantaged families, the ~~D~~istrict shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments.

~~(cf. 5149—At Risk Students)~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6162.5—Student Assessment)~~

~~(cf. 6162.51—Standardized Testing and Reporting Program State Academic Achievement Tests)~~

~~(cf. 6162.52—High School Exit Examination)~~

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

~~(cf. 0420—School Plans/Site Councils)~~

The ~~D~~istrict and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.

~~(cf. 6020—Parent Involvement)~~

Local Educational Agency Plan

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the ~~Governing Board of Trustees~~ for approval. (20 USC 6312)

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the ~~D~~istrict will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the ~~D~~istrict.

Comparability of Services

State and local funds used in schools receiving Title I funds shall provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all ~~D~~istrict schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

TITLE I PROGRAMS (continued)

To demonstrate comparability of services among ~~D~~istrict schools:

1. The Board shall adopt and implement a districtwide salary schedule.
2. The ratio of students to teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.
3. Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
4. All District schools shall be provided with the same level of base funding per student for curriculum and instructional materials. Title I schools shall receive the same level of base funding as non-Title I schools for curriculum and instructional materials.
5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.

~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~

In determining comparability, the ~~D~~istrict shall not include staff salary differentials for years of employment. The ~~D~~istrict also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to disabled students, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

At the beginning of each school year, the Superintendent or designee shall measure comparability in accordance with the above criteria and maintain records documenting the ~~D~~istrict's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Public School Choice

Title I Public School Choice will be implemented as follows:

1. Students who previously transferred to another District school under No Child Left Behind (NCLB) Public School Choice have the option to remain at his/her current school through the highest grade of the Title I sending school with District-paid transportation.
2. Title I funds for Public School Choice transportation will not exceed 20 percent of the District's Title I, Part A allocation.
3. Beginning in 2017-2018, new students participating in Title I Public School Choice will only be from Title I Language Immersion elementary schools.
4. Title I Public School Choice receiving schools will be approved by the Board of Trustees annually.

TITLE I PROGRAMS (continued)**Program Evaluation**

The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments.
(20 USC 6316)

~~(cf. 0520.2 Title I Program Improvement Schools)~~

~~(cf. 0520.3 Title I Program Improvement Districts)~~

~~(cf. 6190 Evaluation of the Instructional Program)~~

~~Legal Reference: (see next page)~~

*Legal Reference:*EDUCATION CODE

11503 Parent involvement programs in Title I schools

52055.57 Districts identified or at risk of identification for program improvement

54020-54028 Economic Impact Aid

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

6316 School improvement

6318 Parent involvement

6320 Participation of private school students

6321 Comparability of services

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.79 Improving basic programs for disadvantaged students

*Management Resources:*CSBA PUBLICATIONS

~~Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~LEA Plan, rev. May 17, 2006~~

~~Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE

~~Title I Fiscal Issues, May 26, 2006~~

~~Designing Schoolwide Programs, March 22, 2006~~

~~Supplemental Educational Services, June 13, 2005~~

~~The Impact of the New Title I Requirements on Charter Schools, July 2004~~

~~Parental Involvement: Title I, Part A, April 23, 2004~~

~~Serving Preschool Children Under Title I, March 4, 2004~~

~~Title I Services to Eligible Private School Students, October 17, 2003~~

TITLE I PROGRAMS (continued)

Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003

WEB SITES

CSBA: <http://www.esba.org>

California Department of Education: <http://www.cde.ca.gov/iasa/titleone>

No Child Left Behind: <http://www.ed.gov/nclb>

U.S. Department of Education: <http://www.ed.gov>

Policy

Adopted: February 8, 1999

Revised: February 9, 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

Capistrano Unified School District

**Title 1 Public School Choice
2017-2018**

Title I School	Receiving Schools	Transportation	End Date for New Students
Hidden Hills Elementary	Wood Canyon Del Obispo	Mileage reimbursement for both	2016-2017
Kinoshita Elementary	Ambuehl Bergeson	Bus to Ambuehl Mileage reimbursement for Bergeson	2016-2017
Las Palmas Elementary	Marblehead Palisades Benedict (new)	CUSD bus for all three	Ongoing
RH Dana Elementary	Del Obispo Palisades	Mileage reimbursement for both	2016-2017
San Juan Elementary	Ambuehl Del Obispo	CUSD bus for both	Ongoing
Viejo Elementary*	Bergeson Ambuehl Hankey	Mileage reimbursement for all	Ongoing
Marco Forster Middle	Aliso Viejo Shorecliffs	Mileage reimbursement for both	2016-2017

*Viejo to Bathgate shuttle bus is paid by District Transportation funding

ADMISSION

The Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a District school at any grade level about admission requirements and shall assist them with enrollment procedures.

Age of Admission

Proof of age shall be required of all enrolling students. ~~The legal evidences of age, in order of desirability, are an official or certified copy of the birth certificate, passport, or immigration certificate. The evidence may be in the form of:~~

1. An official or certified copy of the birth record,
2. A statement by the local registrar or county recorder certifying the date of birth,
3. A baptismal certificate or official hospital record of birth,
4. A passport, or
5. When none of the above is obtainable, an Affidavit for Proof of Age of Minor signed by the student's parent/legal guardian may be accepted.

A child shall be admitted to transitional kindergarten if the child will have his or her fifth birthday ~~on or between September 1 and December 1.~~ from September 2 through December 2 in accordance with Board Policy, 6170.1(a), Transitional Kindergarten.

A child shall be admitted to kindergarten at the beginning of the school year if the child will have his or her fifth birthday on or before September 1.

A child shall be admitted to first grade at the beginning of the school year if the child will have his or her sixth birthday on or before September 1.

A child falling below the minimum age requirements for transitional kindergarten with children turning five after December 2, would not be eligible for transitional kindergarten in accordance with state licensing regulations.

A child falling below the minimum age requirements for kindergarten and who will turn five after September 1 and who is currently enrolled in an accredited kindergarten program outside of the District offered programs may transfer in at their current grade level if the child is continuously enrolled in an accredited kindergarten program for a minimum of three months.

ADMISSION (continued)

A child who has completed an accredited kindergarten program outside of the District offered programs may be admitted to first grade in accordance with Board Policy 5122(a). The Superintendent or designee will verify the outside program's accreditation standing.

A child falling below the minimum age requirements for first grade and who will turn six after September 1 and who is currently enrolled in an accredited first grade program outside of the District offered programs may transfer in at their current grade level if the child is continuously enrolled in an accredited first grade program for a minimum of three months. A child who has completed an accredited first grade program outside of the District offered programs may be admitted to second grade in accordance with Board Policy 5122(a). The Superintendent or designee will verify the outside program's accreditation standing.

Before enrolling any student in a District school, the District shall verify the student's age, residency, immunization, and other applicable eligibility criteria specified in law or other applicable Board policy. All students will have their immunization record checked when matriculating into Transitional Kindergarten, Kindergarten and seventh grade.

Enrollment of a homeless or foster student or a student of a military family shall not be delayed because of outstanding fees or fines owed to the student's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

In addition, no student shall be denied enrollment in a District school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system.

When enrolling in a District school, not including a school in their attendance area, students whose parents/guardians reside within District boundaries shall be subject to the timelines established by the Board for the School of Choice process. Students whose parents/guardians do not reside within the District or who are not otherwise eligible for enrollment in the District may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

The District's enrollment application shall include information about the health care options and enrollment assistance available to families within the District. The District shall not discriminate against any student for not having health care coverage and shall not use any information relating to a student's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the student or his/her family.

ADMISSION (continued)**Foreign Exchange Student Admission**

The Board recognizes the value of diversity in its student population. To this end, foreign students seeking admission to District high schools on an Exchange Student Visa (J) will be admitted to District schools on a space available basis. Such admission shall be granted only when the qualified exchange student organization has submitted all appropriate documentation to include: current immunization record, transcripts and verification of sufficient proficiency in English to benefit from participation in school in the United States.

All students attending District high schools on J Visas will be subject to the regulations of federal and state government and the rules of the District. The approved sponsoring agency must meet all requirements of the Department of Homeland Security and Department of State's Student and Exchange Visitor Program.

*Legal Reference:***EDUCATION CODE**

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (transitional kindergarten and kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

9700-9704 Education of children of military families

ADMISSION

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 42

11431-11435 McKinney Homeless Assistance Act

<u>Policy</u>	<u>CAPISTRANO UNIFIED SCHOOL DISTRICT</u>
<u>Adopted: (6/91 11/11, 4/15, 9/15)</u>	<u>San Juan Capistrano, California</u>
<u>Revised: December 14, 2016</u>	

<u>Policy</u>	<u>CAPISTRANO UNIFIED SCHOOL DISTRICT</u>
<u>Adopted: (6/91 11/11) 4/15</u>	<u>San Juan Capistrano, California</u>
<u>Revised: December 9, 2015</u>	

Students

DISTRICT RESIDENCY

BP 5111.1(a)

Regulations

1. Attendance Areas

In order to make efficient use of facilities and to plan for the organization, operation, and administration of the schools, the Board of Trustees establishes attendance boundaries for each elementary, middle, and high school within the District in compliance with the Education Code.

A student must live within the school attendance boundary to be eligible for enrollment in that school. Schools shall accept students living within their defined attendance boundary, with the following exceptions:

A school is at maximum capacity when class size has reached District and/or state regulations for that year. Students in Grades Kindergarten through 8, who enroll after a school's maximum capacity has been reached, will be assigned to an alternate site if all the classes at the student's grade level are full.

If at any time during the year an opening becomes available at the student's school of residence, the student's parents/legal guardians will be given the option to have the student remain at the alternate school site for the remainder of the school year or return to the student's school of residence within their attendance boundary. Parents/legal guardians of students who remain at an alternate school site until the end of the school year will also be given the option to remain at the alternate school site or return to the school within their attendance boundary for the next school year.

Students identified as eligible for special education services may be administratively assigned to alternate school sites in accordance with recommendations on their Individualized Education Programs (IEPs).

2. Definition of Residence

A student residing within the District may establish residency by documenting that he/she: lives with a parent/legal guardian or documented caregiver within the District; is an emancipated minor living in the District, or is in the court-appointed care of a licensed foster home, family home, or children's institution within the District.

A student not residing within the District shall be deemed a District resident if an interdistrict attendance agreement is in effect or if the student is confined to a District area hospital or residential care facility for treatment of a temporary disability.

District residency is not required for enrollment in the South Coast Regional Occupational Program offered after school hours/outside of bell schedule.

3. Verification of Parent Identity

Prior to admission, the parent, licensed foster parent, or California Superior Court-appointed legal guardian may be asked to provide photo identification.

4. Proof of Residence

Prior to admission, students living within the District must provide proof of residency.

Residence of a student shall be verified by the Superintendent or designee through two different documents upon enrollment. ~~Acceptable documents for verification include the following: current electric/gas bill or water/sewer bill and current mortgage statement, rental agreement or property tax bill. An escrow statement followed by verification of closing documents is also acceptable.~~ All documents produced must be current and identify the parent/legal guardian as the resident. Acceptable documents for verification include the following:

- utility bills (i.e. electric, gas, water, sewer)
- mortgage statement
- rental agreement
- property tax bill or

If the above-described documents are not available, the parent/legal guardian may offer other documents as proof of residence. However, since these documents may not be as reliable as those listed above, the District may also require additional verification, such as home visits and/or a signed affidavit from the parent/legal guardian as to the validity of their residence. Examples of these documents are:

- bank statements
- moving company receipts
- service letter from a utility company verifying residency
- escrow statement followed by verification of closing documents

~~In order to verify residency, the Superintendent or designee or law enforcement personnel may make a home visit, require the parent or legal guardian to sign a statement under penalty of perjury as to the validity of his or her residence, or require additional documents establishing proof of residence.~~

In the event the Superintendent or designee reasonably believes false or unreliable evidence of residency has been provided by a parent/legal guardian, the District may initiate an investigation. The Superintendent or designee may hire a private investigator. Investigators must identify themselves truthfully and are prohibited from any photographing or recording as a part of their investigations.

DISTRICT RESIDENCY (Continued)

BP 5111.1(c)

If the District determines that the student does not meet the residency requirements for school attendance in the District, the District shall provide the parent/legal guardian with the basis for the determination. The parent/legal guardian may appeal this determination to the Superintendent or Designee within ten business days of the determination. In the event of an appeal the burden shall be on the parent/legal guardian to show why the decision of the District should be overruled.

Students determined to have enrolled in a school by falsifying residency records shall be immediately transferred to their original school of residence.

5. Change of Residency

Parent/legal guardian must notify the school within two weeks of a change of residency within the school calendar year and provide the school with the requisite proof of residence. Failure to notify may result in an immediate transfer to the student's new school of residence. Requests to remain at the school site for subsequent school years may be addressed through the -School of Choice application process.

*Legal Reference:***EDUCATION CODE***35351 Assignment of students to particular schools**48200-48204 Persons included (compulsory education law) 48204 Residency requirements for school attendance**49204.1 Reasonable evidence of residency; false or unreliable evidence; unaccompanied youth 48204.2 Pupil school enrollment; residency requirements; policy on investigation**48206.3-48208 Students with temporary disability 48980 Notification of parent or guardian**52317 Admission of persons including nonresidents to attendance area***CODE OF REGULATIONS, TITLE 22***87001 Definitions***Policy**

Adopted: August 18, 1997

Revised: February 14, 2000

Revised: June 28, 2005

Revised: January 8, 2007

Revised: April 21, 2008

Revised: September 15, 2009

Revised: April 13, 2010

Revised: December 9, 2015

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California