

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

BOARD OF TRUSTEES
Regular Meeting

REVISED

October 12, 2016

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

AGENDA

CLOSED SESSION AT 5:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Susan Holliday

Significant Exposure to Litigation – Two Cases – Student Complaint

Case Number 2779

Case Number 2780

(Pursuant to Government Code § 54956.9)

EXHIBIT A-1

EXHIBIT A-2

B. STUDENT EXPULSIONS

Mike Beekman

Case Number 2017-001

Case Number 2017-002

Case Number 2017-003

EXHIBIT B-1

EXHIBIT B-2

EXHIBIT B-3

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Gordon Amerson

Two Cases

(Pursuant to Government Code § 54957)

EXHIBIT C-1

EXHIBIT C-2

D. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Gordon Amerson

Chief Technology Officer

Esencia Principal

(Pursuant to Government Code § 54957)

EXHIBIT D-1

EXHIBIT D-2

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

Tracy Welter and Hillary Reichert for their creation of the WEB Program that welcomes 6th and 7th grade students to Bernice Ayer Middle School.

Associated Student Body

Capistrano Valley High School

Josh Hill, Principal

Steve Bryant, Director of Student Activities

Bianca Sunico, Associated Student Body President

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

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

1. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$376,911.83 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 1

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

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,377,643.65 and the commercial warrants total \$4,384,953.33. 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 3

EXHIBIT 2

3. **INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS:** Page 43
EXHIBIT 3
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 \$571,330 and five amendments to existing agreements totaling \$185,084.25. 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

CURRICULUM & INSTRUCTION

4. **LOCAL CONTROL ACCOUNTABILITY PLAN PARENT ADVISORY COMMITTEE:** Page 119
EXHIBIT 4
Approval of the Local Control Accountability Plan (LCAP) Parent Advisory Committee (PAC) members. The Local Control Funding Formula, California's school funding model, requires the development of an LCAP that links spending to specific district goals for student achievement. Districts are held accountable to the specific ways in which money is spent and how those decisions are improving student outcomes. A key aspect of the LCAP process is the engagement of and consultation with specific parent/guardian groups, including representation of foster-youth and low socio-economic status students. One way this is facilitated is through the formation of a PAC. The LCAP PAC will meet regularly to review the sections of the LCAP and provide ongoing input into the monitoring and revision of the LCAP. Applications for membership were available September 19, 2016 through October 3, 2016 at all school sites, the Education Center reception desk and on the District website.
Contact: Susan Holliday, Associate Superintendent, Education Services
5. **SALES AND SERVICE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, UNIVERSITY OF CALIFORNIA, IRVINE:** Page 120
EXHIBIT 5
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. The term of this Agreement is August 1, 2016 through June 30, 2017. The services requested under this contract are estimated to be \$69,060 funded by Early Childhood Development.
Contact: Susan Holliday, Associate Superintendent, Education Services

HUMAN RESOURCE SERVICES

6. **SOLUTION TREE PURCHASING AGREEMENT:** Page 129
EXHIBIT 6
Approval of the Solution Tree Purchasing Agreement which supplements the Solution Tree Purchasing Agreement initially approved by the Board on July 20, 2016. This supplemental agreement is to provide additional requested training sessions not previously contemplated under the original agreement. The term of this amendment remains the same. The additional services requested under this contract are quoted to be \$13,600 funded by Educator Effectiveness funds.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
7. **AVID PATH TO SCHOOLWIDE TRAINING AGREEMENT:** Page 140
EXHIBIT 7
Approval of the amendment to the AVID Path to Schoolwide Training Agreement. This amendment is to provide additional requested training sessions not previously contemplated under the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training. The term of this amendment remains for the same term of July 1, 2016 through June 30, 2017. The additional services requested under this contract are quoted to be \$8,500 funded by Title I funds.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

8. **AUTHORIZATION OF COACHES TO PROVIDE FIRST SEMESTER PHYSICAL EDUCATION CREDIT:** Page 163
EXHIBIT 8
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. Coaching stipends are budgeted and funded through the general fund or booster club donations. There is no financial impact.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
9. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 164
EXHIBIT 9
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
10. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 176
EXHIBIT 10
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

11. **SCHOOL BOARD MINUTES:** Page 192
EXHIBIT 11
Approval of the July 13, 2016 Regular Board Meeting minutes.
Contact: Nicole Perez, Executive Secretary, Board Operations

DISCUSSION ACTION ITEMS

12. **SECOND READING – REVISIONS TO BOARD POLICY 0420.4, CHARTER SCHOOL AUTHORIZATION:** DISCUSSION/
ACTION
Page 197
EXHIBIT 12
The proposed revisions of Board Policy 0420.4, *Charter School Authorization*, provide updated and well defined language regarding Charter Schools. These changes will provide all stakeholders with current information and ensure legal compliance. The existing policy will be broken down into three policies as recommended by legal counsel; Authorization, Oversight and Revocation. Additional revisions requested by Trustees during the first reading of this item have been made. Changes are underlined, deletions are struck through.
CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.
Contact: Susan Holliday, Associate Superintendent, Education 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

Motion by _____ Seconded by _____

13. **SECOND READING – BOARD POLICY 0420.41, CHARTER SCHOOL OVERSIGHT:** DISCUSSION/
ACTION
Page 216
EXHIBIT 13

The proposed new Board Policy 0420.41, *Charter School Oversight*, provides updated and well defined language regarding Charter School Oversight. This policy will provide all stakeholders with current information and ensure legal compliance. Additional revisions requested by Trustees during the first reading of this item have been made. Changes are underlined, deletions are struck through.

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

Contact: Susan Holliday, Associate Superintendent, Education 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 0420.41, *Charter School Oversight*.

Motion by _____ Seconded by _____

14. **SECOND READING – BOARD POLICY 0420.43, CHARTER SCHOOL REVOCATION:** DISCUSSION/
ACTION
Page 229
EXHIBIT 14

The proposed new Board Policy 0420.43, *Charter School Revocation*, provides updated and well defined language regarding Charter School Revocation. This policy will provide all stakeholders with current information and ensure legal compliance. Additional revisions requested by Trustees during the first reading of this item have been made. Changes are underlined, deletions are struck through.

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

Contact: Susan Holliday, Associate Superintendent, Education 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 0420.43, *Charter School Revocation*.

Motion by _____ Seconded by _____

15. **SECOND READING – BOARD POLICY 4112.8, 4212.8, 4312.8, EMPLOYMENT OF RELATIVES:** DISCUSSION/
ACTION
Page 234
EXHIBIT 15

This proposed revision of Board Policy 4112.8, 4212.8, 4312.8, *Employment of Relatives*, updates this policy to clarify language related to the employment of relatives. Additional revisions requested by Trustees during the first reading of this item have been made. Changes are underlined; deletions are struck through. There is no fiscal impact.

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 4112.8, 4212.8, 4312.8, *Employment of Relatives*.

Motion by _____ Seconded by _____

16. **SECOND READING – BOARD POLICY 4300, MANAGEMENT, SUPERVISORY AND CONFIDENTIAL PERSONNEL:** DISCUSSION/
ACTION
Page 237
EXHIBIT 16

This proposed revision of Board Policy 4300, *Management, Supervisory and Confidential Personnel*, updates this policy to reflect current language as well as delineate the differences between Management, Supervisory and Confidential employees. Changes are underlined; deletions are struck through. There is no fiscal impact.

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 4300, *Management, Supervisory and Confidential Personnel*.

Motion by _____ Seconded by _____

17. **APPROVAL OF SUBSTITUTE INTERVENTION SPECIALIST:** DISCUSSION/
ACTION
Page 239
EXHIBIT 17

The Intervention Specialist provides highly qualified counseling to special education students and parents, and is the primary provider of special education Educationally Related Mental Health Services (with contracted counseling as an available secondary option). To attract substitutes to this position, Special Education and Human Resource Services staff is proposing the approval of the Substitute Intervention Specialist position to be paid at a rate of \$250 per day. Funding for this position will be through mental health grant funds.

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 information on this item.

Following discussion, it is recommended the Board of Trustees approve the Substitute Intervention Specialist position funded at \$250 per day.

Motion by _____ Seconded by _____

18. **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:** DISCUSSION/
ACTION
Page 240
EXHIBIT 18

The Moulton Niguel Water District (MNWD) currently possesses a waterline easement

over the driveway entering the District's Aliso Viejo Transportation Facility which provides service to the District's property as well as neighboring properties.

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

The District has the authority to grant easements pursuant to Education Code § 17556 *et seq.* Before granting an easement under this process; however, the Board must first adopt a "Resolution of Intent" declaring its intention to consider the conveyance of the easement, and setting a public hearing at least ten days after the adoption of the Resolution of Intent so that the public may comment on the proposed conveyance. After holding such hearing, the Board may, unless it receives a written protest signed by at least ten percent of the District's qualified electorate, consider a resolution conveying the requested easement. The hearing must be noticed both through the posting of the Resolution of Intent in at least three public places at least ten days before the hearing, and the publication of notice once in a newspaper of general circulation within the District at least five days before such hearing.

The Resolution of Intent currently before the Board will set a public hearing for October 26, 2016, after which the Board may consider a resolution to convey the easement.

Both the Resolution of Intent, which is currently before the Board, and the subsequent resolution to convey the easement interests, must be approved by a vote of at least two-thirds of all the members of the Board.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-43, Intent to Consider the Conveyance of an Easement to the Moulton Niguel Water District for the Purposes of Constructing and Operating Certain Water, Reclaimed Water, and Sewer Facilities at Aliso Viejo Transportation North Yard.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, OCTOBER 26, 2016, 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

Donation of Funds
October 12, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
United Way	\$60.00	Instructional Materials and Supplies	Aliso Niguel High School
Parents for Aliso Niguel, Inc.	\$15,000.00	Instructional Materials and Supplies	Aliso Niguel High School
San Juan Capistrano Education Foundation	\$7,280.00	Field Trip	Ambuehl Elementary School
Arroyo Vista Elementary School PTA	\$4,624.00	Accelerated Reading Program	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$17,400.00	Primary Music Teacher's Salary	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$1,722.60	Laminator	Arroyo Vista Elementary School
Bergeson-Friends of MIP	\$49,264.00	Instructional Aide Salaries	Bergeson Elementary School
Bergeson Foundation	\$16,726.05	Science Camp	Bergeson Elementary School
Bergeson Foundation	\$34,800.00	Primary Music Program	Bergeson Elementary School
Castille Elementary School PTA	\$17,400.00	Primary Music Program	Castille Elementary School
Castille Elementary School PTA	\$276.00	Instructional Materials and Supplies	Castille Elementary School
Ladera Ranch Education Foundation	\$23,200.00	Primary Music Program	Chaparral Elementary School
Chaparral Elementary School PTA	\$2,392.50	Field Trip	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$11,600.00	Primary Music Program	Clarence Lobo Elementary School
Vending Plus, Inc.	\$8.83	Non-Instructional Supplies	Clarence Lobo Elementary School
Concordia Elementary School PTA	\$399.00	PBL Project	Concordia Elementary School
Concordia Elementary School PTA	\$1,245.00	Field Trip	Concordia Elementary School
Concordia Elementary School PTA	\$1,245.00	Field Trip	Concordia Elementary School
Concordia Elementary School PTA	\$1,270.00	Field Trip	Concordia Elementary School
Dolphin Force Foundation	\$12,289.82	Chrome Book Cart	Dana Hills High School
Sam Mason		Gulbransen Grand Piano	Dana Hills High School /SOCSA
Don Juan Elementary School PTA	\$6,739.00	Art Master's Program	Don Juan Avila Elementary School
Don Juan Elementary School PTA	\$23,200.00	Primary Music Program	Don Juan Avila Elementary School
City of Aliso Viejo	\$2,500.00	Homework Club	Don Juan Avila Middle School
Kristin Probst	\$200.00	Instructional Materials and Supplies	ECP/Hidden Hills Elementary School- Learning Links
Amer Otri	\$125.00	Instructional Materials and Supplies	ECP/Hidden Hills Elementary School- Learning Links
Christine Kreps-Dawly	\$125.00	Instructional Materials and Supplies	ECP/Hidden Hills Elementary School- Learning Links
Lauren Brooks	\$200.00	Instructional Materials and Supplies	ECP/Hidden Hills Elementary School- Learning Links
Laura Douchy	\$125.00	Instructional Materials and Supplies	ECP/Hidden Hills Elementary School- Learning Links
Michelle Becerra	\$125.00	Instructional Materials and Supplies	ECP/Hidden Hills Elementary School- Learning Links
Lorri Daniels	\$125.00	Instructional Materials and Supplies	ECP/Hidden Hills Elementary School- Learning Links
George White Elementary School PTA	\$23,200.00	Primary Music Teacher's Salary	George White Elementary School
Vending Plus	\$45.49	Instructional Materials and Supplies	John S. Malcom Elementary School
Friends of Malcom-CUSD Foundation	\$26,000.00	Instructional Aide Salaries	John S. Malcom Elementary School
Truist	\$36.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Juice it Up	\$67.00	Instructional Materials and Supplies	Las Palmas Elementary School
Wells Fargo	\$300.00	Instructional Materials and Supplies	Las Palmas Elementary School
Margaret Valian		Cello Outfit	Niguel Hills Middle School
Jun Ojano		Violin Outfit	Niguel Hills Middle School
Ladera Ranch Education Foundation	\$809.88	Technology	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$34,800.00	Primary Music Teacher's Salary	Oso Grande Elementary School
Philip J. Reilly Elementary School PTA	\$17,400.00	Primary Music Program	Philip J. Reilly Elementary School

Donation of Funds
October 12, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Rick and Cristy Spooner	\$500.00	Instructional Materials and Supplies	Philip J. Reilly Elementary School
San Juan Elementary School PTA	\$4,000.00	Field Trip	San Juan Elementary School
San Juan Elementary School PTA	\$7,088.00	Library Technician's Salary	San Juan Elementary School
San Juan Elementary School PTA	\$3,429.00	Student Agendas	San Juan Elementary School
E Scrip	\$50.78	Instructional Materials and Supplies	Tesoro High School
American Chemical Society	\$1,500.00	Chemistry Grant	Tesoro High School
Juice it Up	\$243.00	Instructional Materials and Supplies	Vista del Mar Elementary School
VdM MAKO Educational Foundation	\$4,255.00	Substitute Salaries	Vista del Mar Elementary School
Wagon Wheel Elementary School PTA	\$975.00	Instructional Materials and Supplies	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$351.88	Copy Paper	Wagon Wheel Elementary School
Wood Canyon Elementary Foundation	\$194.00	Fast Math Program	Wood Canyon Elementary School
	\$376,911.83		

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting.....OCTOBER 12, 2016

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

PO No.	Fund	Vendor	Description	Amount
5590	89	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	3,180.00
5591	93	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	2,500.00
5592	98	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	2,500.00
5593	92	BURKE WILLIAMS & SORENSEN LLP	Legal /Fac Acq /Dstrctwd	2,000.00
4 Purchase Orders				\$10,180.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting.....OCTOBER 12, 2016

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

PO No.	Fund	Vendor	Description	Amount
362605	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DJAMS	813.77
362606	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	104.22
362607		VOID	VOID	0.00
362608	40	BURKE WILLIAMS & SORENSEN LLP	Legal /Fac Acq /Dstrctwd	2,000.00
362609	1	LEADERSHIP ASSOCIATES	CnsltNon/SupvAdmn/Dstrctwd	34,100.00
362610		VOID	VOID	0.00
362611	1	DECISION INSITE	CnsltNon/SupvAdmn/Dstrctwd	5,000.00
362612	1	SUNDRIED TOMATO CAFE OF	SpIsNonI/Supt /Dstrctwd	2,149.20
362613		VOID	VOID	0.00
362614		VOID	VOID	0.00
362615	1	TODDS TEES	SpIsNonI/Sch Adm /ArroyoEl	442.26
362616	1	APPLE INC	InstMtls/SEOfchIns/Dstrctwd	5,999.60
362617	1	SOUTH COAST ANSWERING SERVICE	Cmmnctns/M&OResOH/Dstrctwd	2,500.00
362618	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	5,000.00
362619	1	WATERLINES TECHNOLOGIES INC	SpIsNonI/RR:Bldgs/Dstrctwd	50,000.00
362620	1	SUMNER PHOTOGRAPHY	InstMtls/Instrctn/Moulton	401.49
362621	1	WATERLINES TECHNOLOGIES INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
362622	1	STAPLES ADVANTAGE	SpIsNonI/SupvAdmn/Dstrctwd	17.28
362623	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	500.45
362624	1	MIND RESEARCH INSTITUTE	InstMtls/Instrctn/Hiddn Hl	62.25
362625	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/FacPlann/Dstrctwd	75.00
362626		VOID	VOID	0.00
362627	1	KATHRYN MEDERO	Serv& Op/Instrctn/Capo Ch	14,700.00
362628	1	SYNTEX GLOBAL	Serv& Op/SupvAdmn/Dstrctwd	15,000.00
362629	1	HARBOTTLE LAW GROUP	Legal /SupvAdmn/Dstrctwd	100,000.00
362630	1	KOEPEL PSY. D., JAMES W.	CnsltNon/PsychSer/Dstrctwd	3,500.00
362631		VOID	VOID	0.00
362632		VOID	VOID	0.00
362633	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	279.72
362634		VOID	VOID	0.00
362635	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Hiddn Hl	59.29
362636	1	WARDS MEDIA TECH	InstMtls/Instrctn/ArroyoMS	187.72
362637		VOID	VOID	0.00
362638	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Dstrctwd	370.66
			NonCapEq/Instrctn/AVMS	303.26
362639	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/Dstrctwd	5,169.05
362640	1	CAMCOR INC	InstMtls/Instrctn/ArroyoEl	340.18
362641	1	IPEVO INC	InstMtls/Instrctn/Dstrctwd	427.84
362642	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/AVMS	85.94
362643	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Las Palm	257.81
362644		VOID	VOID	0.00
362645	1	BIO CORPORATION	InstMtls/Instrctn/SJHHS	1,348.19
362646	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	91.20
362647	1	THE MIDWEST CLINIC	CnfrNonI/SupvAdmn/Dstrctwd	85.00
362648	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	400.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting.....OCTOBER 12, 2016

PO No.	Fund	Vendor	Description	Amount
=====				
362649	1	CAMCOR INC	SplsNonI/Sch Adm /SCHS	4,100.98
362650	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Saf&Trng/Dstrctwd	760.00
362651	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/Supt /Dstrctwd	545.00
362652	1	MISSION AUTO SERVICE	Rntl:Och/PuplTran/Dstrctwd	17,200.00
			Rntl:Och/Dist Veh/Dstrctwd	25,800.00
362653		VOID	VOID	0.00
362654	1	EDUPOINT EDUCATIONAL SYSTEMS	CnfrNonI/SupvAdmn/Dstrctwd	775.00
362655	1	JACKSON-HIRSCH INC	SplsNonI/TIS /Dstrctwd	48.42
362656	1	BSN SPORTS	InstMtls/CurAthlt/Tesoro	1,647.70
362657	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	47.91
362658		VOID	VOID	0.00
362659	1	WE VIDEO INC	InstMtls/Instrctn/Cal Prep	249.00
362660	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	1,935.20
362661		VOID	VOID	0.00
362662	1	RANESCO	NonCapEq/Instrctn/LFMS	8,594.20
362663	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	63.57
362664	1	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	281.28
362665	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SJHHS	101.64
362666	1	A-1 AWARDS & ENGRAVING	InstMtls/CurAthlt/SJHHS	2,500.00
362667		VOID	VOID	0.00
362668	1	DICK BLICK WEST	InstMtls/Instrctn/AVMS	865.63
362669	1	CDWG Inc	InstMtls/Instrctn/SMS	142.69
362670	1	APPLE INC	NonCapEq/Pub Info/Dstrctwd	1,058.16
362671		VOID	VOID	0.00
362672	1	CDWG Inc	InstMtls/Enterprs/VDMMS	2,624.00
362673	1	CDWG Inc	SplsNonI/Sch Adm /ANHS	453.82
362674	1	CDWG Inc	NonCapEq/SupvAdmn/Dstrctwd	768.36
362675		VOID	VOID	0.00
362676		VOID	VOID	0.00
362677		VOID	VOID	0.00
362678	1	CDWG Inc	SplsNonI/Sch Adm /ANHS	453.82
362679	25	DEPT TOXIC SUBSTANCE CONTROL	Bldg Imp/Fac Acq /SCHS	1,558.18
362680	1	CDWG Inc	SplsNonI/Sch Adm /FNMS	82.73
362681	1	KENNEDY INDUSTRIES INC	NonCapEq/CurAthlt/CVHS	125.80
362682	1	GOPHER ATHLETIC	InstMtls/Instrctn/VdelMarE	172.58
362683	1	SITSPOTS	InstMtls/Instrctn/Las Palm	92.92
362684	1	GOPHER ATHLETIC	InstMtls/Instrctn/DHHS	983.29
362685	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	440.92
362686	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	188.91
362687		VOID	VOID	0.00
362688	1	VERIZON WIRELESS	NonCapEq/FacPlann/Dstrctwd	330.89
362689	1	CDWG Inc	SplsNonI/Sch Adm /MFMS	741.61
362690		VOID	VOID	0.00
362691	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	685.80
362692	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SCHS	251.16
362693	1	CDWG Inc	NonCapEq/SupvAdmn/Dstrctwd	1,176.64
362694		VOID	VOID	0.00
362695	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Serra	1,030.77
362696	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	1,436.62
362697	25	SIGNS BY CREATIONS UNLIMITED	SplsNonI/Fac Acq /LRMS	405.81

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting....OCTOBER 12, 2016

PO No.	Fund	Vendor	Description	Amount
362698	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	989.28
362699	1	WRESTLINGMART.COM	NonCapEq/CurAthlt/CVHS	746.21
362700	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /Reilly	11,604.06
362701	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	42.97
362702	1	S & S WORLDWIDE	InstMtls/Instrctn/San Juan	52.13
362703	1	OCDE	Serv& Op/Instrctn/RH Dana	75.00
362704	1	CDWG Inc	SplsNonI/Sch Adm /AVMS	119.22
362705	1	MEDCO SUPPLY MASUNE &	InstMtls/CurAthlt/SJHHS	5,000.00
362706	1	THE HANOVER RESEARCH COUNCIL	Serv& Op/SupvAdmn/Dstrctwd	24,999.00
362707	1	CRISTINA CORY	SplsNonI/PuplTran/Dstrctwd	505.76
362708	1	WESTERN LAMINATING	NonCapEq/Sch Adm /ArroyoEl	1,722.60
362709	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Dstrctwd	833.33
362710		VOID	VOID	0.00
362711	1	SWITCH VEHICLES INC	F&EInstl/Instrctn/CVHS	32,862.74
362712	1	CDWG Inc	InstMtls/Instrctn/MFMS	159.84
362713	1	APPLE INC	SplsNonI/Sch Adm /SJHHS	412.32
362714	1	SWITCH VEHICLES INC	F&EInstl/Instrctn/SCHS	31,067.74
362715	1	CDWG Inc	NonCapEq/Enterprs/SJHHS	6,025.32
362716	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	453.82
362717	1	APPLE INC	SplsNonI/Sch Adm /CVHS	412.32
362718	1	CDWG Inc	InstMtls/Instrctn/OsoGrand	741.25
362719		VOID	VOID	0.00
362720	1	EPIC MACHINES INC.	St Rcpts/Undesig /Dstrctwd	330.48
362721	1	NOVATA - CARES	NPA /GuidCnsl/Dstrctwd	7,020.00
362722	1	NOVATA - CARES	NPA /GuidCnsl/Dstrctwd	2,340.00
362723	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	746.93
362724		VOID	VOID	0.00
362725		VOID	VOID	0.00
362726	1	MC ILVAIN, PATRICK & STEPHANIE	NPS /NPS /Dstrctwd	7,823.09
362727	1	WINGARD, RICHARD AND LORENA	Serv& Op/HlthServ/Dstrctwd	12,500.00
362728	1	TINA GARCIA	Serv& Op/PsychSer/Dstrctwd	4,500.00
362729	1	PERMA-BOUND	K-12Text/Instrctn/Tesoro	1,030.32
362730	1	HOUGHTON MIFFLIN CO	K-12Text/Instrctn/VDMMMS	222.43
362731	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	1,164.42
362732	1	HOUGHTON MIFFLIN CO	InstMtls/Instrctn/NHMS	124.80
362733	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	20.36
362734	1	CENGAGE LEARNING	K-8Textb/Instrctn/Dstrctwd	191.75
362735	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	26.68
362736	1	PERMA-BOUND	InstMtls/Instrctn/SCHS	2,548.26
362737	1	CENGAGE LEARNING	K-8Textb/Instrctn/Dstrctwd	704.46
362738		VOID	VOID	0.00
362739	1	RICHARDS INSTITUTE OF EDUC	InstMtls/Instrctn/San Juan	106.20
362740	1	AWARDS 'N MORE	SplsNonI/Pub Info/Dstrctwd	174.44
362741	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/Hiddn H1	92.68
362742	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Aid:Inst/Dstrctwd	737.10
362743		VOID	VOID	0.00
362744		VOID	VOID	0.00
362745	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/ArroyoEl	26.99
362746	1	UZBL	InstMtls/Instrctn/LFMS	262.44
362747	1	RICHARDS INST OF ED & RESEARCH	Conf:Ins/Instrctn/Las Palm	2,310.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting...OCTOBER 12, 2016

PO No.	Fund	Vendor	Description	Amount
362748	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Marblehd	20,012.00
362749	1	CAMCOR INC	InstMtls/Instrctn/Wagon Wh	729.68
362750	1	DISPLAYS2GO	InstMtls/Instrctn/Dstrctwd	3,160.36
362751	1	OGLETREE DEAKINS NASH SMOAK	Legal /Prsnl:HR/Dstrctwd	15,000.00
362752	1	CDWG Inc	SplsNonI/Sch Adm /RH Dana	116.64
362753	1	CDWG Inc	InstMtls/Instrctn/Moulton	3,105.77
362754	1	HOWARD TECHNOLOGY SOLUTIONS	Servs Op/Instrctn/Moulton	343.00
362755	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/San Juan	257.81
362756	1	COSTCO S.J.C.	SplsNonI/Sch Adm /RH Dana	203.00
362757	1	SIMPSON IRVINE INC	Ppl Tran/PuplTran/Dstrctwd	14,000.00
			Rntl:Oth/PuplTran/Dstrctwd	14,000.00
			SplsNonI/Dist Veh/Dstrctwd	7,000.00
362758	14	CULVER-NEWLIN	NonCapEq/Fac Acq /DJAMS	1,553.47
362759	1	SALTILLO	InstMtls/SEOthIns/Dstrctwd	44.80
362760	1	READ IT ONCE AGAIN	InstMtls/SEOthIns/Dstrctwd	59.00
362761	1	READ IT ONCE AGAIN	InstMtls/SEOthIns/Dstrctwd	118.00
362762	1	SCHOLASTIC INC	InstMtls/Instrctn/Moulton	61.95
362763	1	BACKSEAT DRIVER & ASSOC INC	Servs Op/Instrctn/Dstrctwd	13,500.00
362764	1	CDWG Inc	NonCapEq/Sch Adm /Tesoro	165.47
362765	1	BSN SPORTS	InstMtls/CurAthlt/SJHHS	5,013.55
362766	1	APPLE INC	InstMtls/Instrctn/Dstrctwd	1,130.88
362767	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Hiddn Hl	156.60
362768	1	SCHOLASTIC INC	InstMtls/Instrctn/Moulton	24.78
362769	1	NASSP/NJHS	Dues&Mmb/Sch Adm /SJHHS	225.00
362770	1	ELM STREET INDUSTRIES	InstMtls/Instrctn/SCHS	101.29
362771	1	SCHOLASTIC INC	InstMtls/Instrctn/Moulton	176.65
362772	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	85.94
362773	1	BROWN UNIVERSITY	InstMtls/Instrctn/CVHS	495.90
362774	1	SCHOLASTIC INC	InstMtls/Instrctn/CapoHome	187.11
362775	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	389.42
362776		VOID	VOID	0.00
362777	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ANHS	654.39
362778	1	OCDE	CnfrNonI/SupvAdmn/Dstrctwd	50.00
362779		VOID	VOID	0.00
362780	1	DANNIS WOLIVER KELLEY	Legal /M-R Reim/Dstrctwd	30,000.00
362781	1	OCDE	CnfrNonI/SupvAdmn/Dstrctwd	75.00
362782	1	STEM MAGAZINE CORP	InstMtls/Instrctn/Marblehd	120.00
362783	1	LEARNING A-Z	InstMtls/Instrctn/Lgna Nig	169.93
362784	1	CDWG Inc	InstMtls/Instrctn/LRMS	1,655.64
362785	1	CDWG Inc	InstMtls/Instrctn/Tesoro	79.92
362786	1	GOLDEN STAR TECHNOLOGY INC.	NonCapEq/TIS /Dstrctwd	10,000.00
362787	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /DHHS	2,728.40
362788	1	GOLDEN STAR TECHNOLOGY INC.	NonCapEq/TIS /Dstrctwd	260.00
362789	1	B & H PHOTOGRAPHY	InstMtls/SEOthIns/Dstrctwd	116.32
362790	1	THE BREAKTHROUGH COACH	CnfrNonI/Sch Adm /Dstrctwd	675.00
362791		VOID	VOID	0.00
362792		VOID	VOID	0.00
362793	1	APPLE INC	InstMtls/SEOthIns/Dstrctwd	31.32
362794	1	CDWG Inc	InstMtls/Instrctn/MFMS	842.23
362795	1	DM COLOR EXPRESS	SplsNonI/Sch Adm /VdelMarE	400.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2016-17 *****
Board of Trustees Meeting.....OCTOBER 12, 2016

PO No.	Fund	Vendor	Description	Amount
362796	1	SENECA FAMILY OF AGENCIES	NPA /GuidCnsl/Dstrctwd	24,999.00
			Sub NPA /GuidCnsl/Dstrctwd	55,001.00
362797	1	GUARDIAN INNOVATIONS LLC	InstMtls/Instrctn/DHHS	2,693.80
362798		VOID	VOID	0.00
362799	1	UNIVERSITY OF OREGON	Dues&Mmb/Instrctn/RH Dana	50.00
362800	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	1,501.20
362801	1	IMAGE MARKET	SplsNonI/Sch Adm /FNMS	704.00
362802	1	TBP PRODUCTIONS LLP	InstMtls/Instrctn/SCHS	325.00
362803	1	MOBYMAX LLC	InstMtls/Instrctn/Chaparral	699.00
362804	1	MARTIN, LINDA	InstMtls/Instrctn/Dstrctwd	248.34
362805		VOID	VOID	0.00
362806	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	194.67
362807	1	SKYLIGHT PUBLISHING	InstMtls/Instrctn/SJHHS	174.00
362808	1	PHONAK LLC	Rnt&Repr/SE0thIns/Dstrctwd	468.75
362809	1	PRO-ED	SplsNonI/HlthServ/Dstrctwd	81.42
362810	1	DEMCO INC	K-12Text/Instrctn/SJHHS	103.55
362811	1	RIDDELL	NonCapEq/CurAthlt/ANHS	1,510.63
362812	1	CURRICULUM ASSOCIATES	InstMtls/SE0thIns/Dstrctwd	1,414.58
362813	1	ACADEMIC THERAPY PUBL	SplsNonI/Spch Aud/Dstrctwd	283.20
362814	12	OCDE	Conf: Ins/SupvAdmn/Dstrctwd	75.00
362815		VOID	VOID	0.00
362816	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	584.52
362817	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	12,078.00
362818	1	TERI INC - THE COUNTRY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	29,453.37
362819	1	SANDY AND MAYNARD RAINS	Legal /SupvAdmn/Dstrctwd	3,000.00
			Serv& Op/SE0thIns/Dstrctwd	1,008.00
362820	1	DEVEREUX TEXAS TREATMENT	Residcl /NPS /Dstrctwd	4,999.00
			Sub RTC /NPS /Dstrctwd	797.04
			Sub MHBC/NPS /Dstrctwd	15,418.20
			Sub MHBC/PsychSer/Dstrctwd	9,051.70
362821	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	21,168.00
362822	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	24,054.00
			Sub NPS /NPS /Dstrctwd	6,564.00
362823	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	15,309.00
362824	1	UC REGENTS	CnfrNonI/Sch Adm /Kinoshita	350.00
362825	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	4,476.00
362826	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	4,713.03
362827	1	SPEECH & LANGUAGE DEVEL	Sub NPS /NPS /Dstrctwd	1,085.00
362828	1	SPEECH & LANGUAGE DEVEL	Sub NPS /NPS /Dstrctwd	1,085.00
362829	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	5,063.68
362830	1	BEACON DAY SCHOOL	Sub NPS /NPS /Dstrctwd	5,011.20
362831	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	23,754.00
362832	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	20,523.00
			Sub NPS /NPS /Dstrctwd	15,501.00
362833	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	13,695.00
362834	1	MAXIM HEALTHCARE SERVICES INC	NPA /NPA Hlth/Dstrctwd	24,999.00
			Sub NPA /NPA Hlth/Dstrctwd	19,613.00
362835		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting....OCTOBER 12, 2016

PO No.	Fund	Vendor	Description	Amount
362836	1	CAWS	Dues&Mmb/Instrctn/Dstrctwd	200.00
362837	1	OCDE	CnfrNonI/SupvAdmn/Dstrctwd	27.00
362838		VOID	VOID	0.00
362839	1	MOBYMAX LLC	NonCapEq/Sch Adm /FNMS	99.00
362840	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	85.22
362841	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	102.49
362842	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	251.51
362843	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	183.44
362844	1	PRO-ED	SplsNonI/HlthServ/Dstrctwd	601.90
362845	1	MAYER-JOHNSON CO	SplsNonI/Spch Aud/Dstrctwd	332.92
362846	1	NCS PEARSON INC.	SplsNonI/PsychSer/Dstrctwd	475.49
362847	1	SPEECH CORNER, THE	InstMtls/SE0thIns/Dstrctwd	73.90
362848	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Bathgate	491.45
362849	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
362850	1	SMART & FINAL IRIS #399	InstMtls/SDCInstr/Dana ENF	1,850.00
362851	1	ACCURATE AIR ENGINEERING	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
362852	1	PRUDENTIAL OVERALL SUPPLY	Serv& Op/SDCInstr/Dana ENF	1,200.00
362853	1	EDUCATION WEEK	SplsNonI/Supt /Dstrctwd	84.94
362854	1	OTICON	NonCapEq/SE0thIns/Dstrctwd	605.32
362855	1	LEARNING A-Z	InstMtls/Instrctn/Wagon Wh	109.95
362856	1	WAL MART S.C.	InstMtls/SE0thIns/Dstrctwd	750.00
362857	14	R. JENSEN CO INC	Bldg Imp/Fac Acq /Bergeson	12,500.00
362858	1	WAL MART S.C.	InstMtls/SE0thIns/Dstrctwd	1,000.00
362859	1	GAMETIME	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
362860	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	7,000.00
362861	1	BETTY MILLS COMPANY	SplsNonI/Sch Adm /DJAMS	197.60
362862	1	PLAYCORE WISCONSIN INC	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
362863		VOID	VOID	0.00
362864		VOID	VOID	0.00
362865	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/DJAMS	2,475.00
362866	1	IMAGINE LEARNING INC	Serv& Op/Instrctn/Dstrctwd	24,300.00
362867		VOID	VOID	0.00
362868	1	UNITED RENTALS	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
362869	1	JOHNSON, SHAWN & HOLLY	Serv& Op/SE0thIns/Dstrctwd	8,600.00
362870	1	UNITED RENTALS	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
362871	1	WRESTLINGMART.COM	InstMtls/CurAthlt/CVHS	831.33
362872		VOID	VOID	0.00
362873	1	FOREIGN AFFAIRS	InstMtls/Instrctn/CVHS	34.95
362874	1	PC & MACEXCHANGE	NonCapEq/Instrctn/LRMS	1,053.00
362875	1	CDWG Inc	InstMtls/Instrctn/LRMS	7,772.81
362876	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/LRMS	857.50
362877	1	CDWG Inc	InstMtls/Instrctn/SCHS	2,646.00
362878	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	500.00
362879	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	250.00
362880	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	1,293.41
362881		VOID	VOID	0.00
362882	1	NEWS 2 YOU	InstMtls/SE0thIns/Dstrctwd	824.30
362883	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/OsoGrand	2,172.00
362884	1	NATIONAL ASSOCIATION FOR	Dues&Mmb/PuplTran/Dstrctwd	100.00
362885	1	FREE SPIRIT PUBLISHING	InstMtls/Aid:Inst/Dstrctwd	2,072.74

Board of Trustees Purchase Order Listing
 ***** Fiscal Year: 2016-17 *****
 Board of Trustees Meeting.....OCTOBER 12, 2016

PO No.	Fund	Vendor	Description	Amount
362886	1	SWITCH VEHICLES INC	F&EInstl/Instrctn/ANHS	32,862.74
362887	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Del Obis	415.00
362888	1	OTICON	InstMtls/SE0thIns/Dstrctwd	236.80
362889		VOID	VOID	0.00
362890	1	ULINE	InstMtls/Instrctn/LFMS	359.52
362891	1	EZ FLEX SPORT MATS	NonCapEq/CurAthlt/CVHS	8,864.00
362892	1	PHONAK LLC	InstMtls/SE0thIns/Dstrctwd	142.39
362893	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	101.20
362894	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	235.12
362895	1	STUTTERING THERAPY RESOURCES	SplNonI/Spch Aud/Dstrctwd	68.46
362896	1	UC REGENTS	Serv& Op/StDev In/Dstrctwd	4,200.00
362897	1	JANELLE PUBLICATIONS INC	InstMtls/SE0thIns/Dstrctwd	151.04
362898	1	DICK BLICK WEST	InstMtls/Instrctn/ANHS	1,000.00
362899	1	ART SUPPLY WAREHOUSE	InstMtls/Instrctn/ANHS	500.00
362900	1	IPEVO INC	InstMtls/Instrctn/Dstrctwd	142.61
362901	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/San Juan	265.50
362902	1	EDUCATIONAL FONTWARE INC	SplNonI/Sch Adm /FNMS	161.84
362903		VOID	VOID	0.00
362904	1	LIFETRENDS GROUP	SplNonI/HlthServ/LFMS	111.71
			InstMtls/Instrctn/LF Elem	111.73
362905	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	119.17
362906		VOID	VOID	0.00
362907	1	SKYLIGHT PUBLISHING	InstMtls/Instrctn/SCHS	174.00
362908	13	PACKAGING MACHINERY & PARTS	EquipRpr /FoodServ/Dstrctwd	1,000.00
362909	1	STARFALL EDUCATION	Serv& Op/Instrctn/Bergeson	270.00
362910	1	NSTA	Dues&Mmb/Instrctn/RH Dana	99.00
362911	1	CHEFS' TOYS	NonCapEq/Instrctn/DHHS	2,562.49
362912	1	TECHEDU	InstMtls/Instrctn/OsoGrand	234.20
362913	1	BRANDU	InstMtls/Instrctn/MFMS	205.29
362914	1	DEWEYS HOME APPLIANCES	NonCapEq/Instrctn/SCHS	1,619.89
362915	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SJHHS	47.40
362916	1	ROBOTEVENTS	Serv& Op/Instrctn/OsoGrand	500.00
362917	1	BUILD A SIGN LLC	SplNonI/Sch Adm /Marblehd	453.60
362918	25	DSA	BI:DSA /Fac Acq /Bergeson	2,961.29
362919	25	DSA	BI:DSA /Fac Acq /ANHS	993.38
362920	25	DSA	BI:DSA /Fac Acq /LRMS	595.00
362921	1	ROYAL PAPER CORPORATION	SplNonI/Custodil/Dstrctwd	3,527.93
362922	1	SIGNATURE FLOORING INC	Rntl:Oth/RR:Bldgs/SCHS	2,065.20
362923	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Sch Adm /Dstrctwd	1,638.00
362924	1	ITO NURSERY	InstMtls/Instrctn/LRMS	120.00
362925	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Enterprs/DHHS	6,293.38
362926	1	BIG E GROUP, THE	SplNonI/RR:Bldgs/Dstrctwd	20,000.00
362927	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/BAMS	875.00
362928	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /SMS	45,885.38
362929	1	FOLLETT SCHOOL SOLUTIONS INC	SplNonI/StDev In/Dstrctwd	8,033.47
362930	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Las Palm	167.51
362931		VOID	VOID	0.00
362932	1	DICK BLICK WEST	InstMtls/Instrctn/MFMS	161.61
362933	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	464.40
362934	1	EDMENTUM	InstMtls/Instrctn/Marblehd	1,514.00

284 Purchase Orders \$1,367,463.65

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
227898	UNUM LIFE INSURANCE	PO-360338	12,323.92
227899	ATG DESIGNING MOBILITY INC.	PO-361327	4,096.01
		PO-361486	5,538.45
227900	MARINE AIR INC	PO-361718	1,841.56
227901	MCGRAW-HILL SCHOOL EDUCATION	PO-360252	3,002.03
		PO-360273	7,122.04
		PO-361109	4,064.82
227902	MR CLEAN MAINTENANCE SYSTEMS	PO-360535	40,669.02
227903	NCS PEARSON INC.	PO-362252	3,600.80
227904	O'REILLY AUTOMOTIVES INC	PO-361832	146.06
227905	ONE STOP BINDERY	PO-361160	35.00
227906	PC & MACEXCHANGE	PO-362425	2,106.00
227907	PEARSON EDUCATION INC.	PO-360150	5,534.08
		PO-360283	4,060.23
		PO-360285	7,604.96
		PO-360344	4,289.05
		PO-360346	11,571.82
		PO-360348	4,714.58
		PO-360350	10,872.81
		PO-360353	5,597.10
227908	PEARSON EDUCATION INC.	PO-361884	1,078.92
227909	PERMA-BOUND	PO-362023	1,182.06
		PO-362272	2,056.32
227910	PHONAK LLC	PO-360967	18.39
		PO-362066	234.39
227911	PRIORITY NEOPOST	PO-360921	870.00
227912	SELECT EQUIPMENT	PO-360913	901.07
227913	SHAMROCK MUSIC	PO-362046	1,056.00
227914	SHRED-IT USA LLC	PO-361064	163.00
227915	SIMPSON IRVINE INC	PO-362143	203.77
227916	SITEONE LANDSCAPE SUPPLY LLC	PO-360106	49.56

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
227917	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-360238	1,311.43
		PO-360293	2,382.49
		PO-360294	2,348.99
		PO-360295	282.57
		PO-360297	86.81
		PO-360298	506.18
		PO-360299	3,031.95
		PO-360301	92.30
		PO-360302	117.05
		PO-360303	3,121.53
		PO-360305	97.22
		PO-360306	501.11
		PO-360408	281.26
		PO-360409	465.64
		PO-360498	78.73
		PO-360633	186.84
		PO-360714	286.72
		PO-360716	1,231.13
		PO-360720	53.77
		PO-360721	421.14
		PO-360722	700.50
		PO-360727	465.26
		PO-360736	3,221.29

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
227918	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-360737	353.99
		PO-360738	313.85
		PO-360739	151.12
		PO-360740	196.24
		PO-360742	98.90
		PO-360743	581.15
		PO-360744	1,839.53
		PO-360747	855.78
		PO-360748	4,923.41
		PO-360749	77.08
		PO-360750	5,314.58
		PO-360758	848.47
		PO-360759	592.84
		PO-360760	1,915.46
		PO-360761	1,167.64
		PO-360763	103.22
		PO-360765	240.13
		PO-360766	1.65-
		PO-360767	451.02
		PO-360768	461.86
		PO-360824	2,973.64
		PO-360922	116.63
		PO-361119	369.82
		PO-361123	405.00
		PO-361325	1,124.36
		PO-361471	181.06
		PO-361495	62.62
		PO-361510	1,576.77-
		PO-361559	537.52
		PO-361641	222.30
227919	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361694	155.01
		PO-361786	164.52
		PO-361797	
		PO-361800	2,287.96
		PO-361822	1,972.19
		PO-362095	220.32-
227920	TIME FOR KIDS	PO-361150	881.92
227921	TWO WAY DIRECT INC	PO-362535	17.23
		PO-362536	17.23
227922	UNITED RENTALS (NORTH AMERICA)	PO-361643	63.94
		PO-361644	2,031.30
		PO-362408	951.66
227923	VEX ROBOTICS INC	PO-360869	558.93
227924	WE VIDEO INC	PO-360883	422.10

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
227925	WESTERN PSYCH SERVICES	PO-362442	1,496.88
227926	WOODWIND AND BRASSWIND	PO-362331	156.87
227927	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361320	147.39
		PO-361321	393.22
227928	GALLARDO, HECTOR	PV-170752	7.78
		PV-170753	94.89
227929	HARRINGTON, JARED OR CANDICE	PV-170754	182.74
227930	HARRIS, DARREN AND OR NICOLE	PV-170755	359.86
227931	KAPP, BRYAN OR LINDSAY	PV-170756	353.81
227932	NAKANISHI, KAZUYAKI OR LEANNE	PV-170757	168.26
227933	RETTBERG, HELEN	PV-170758	956.45
227934	STALKER, CLINT AND/OR GINA	PV-170759	297.43
227935	APPEL, ERIN	PV-170762	12.00
227936	BAKER, BRAD	PV-170763	181.33
227937	BRANDON, MARIE	PV-170764	20.00
227938	BRANDT, KAREN	PV-170765	20.00
227939	BROWN, ROBYNNE	PV-170760	51.20
227940	CANNON, CHRISTOPHER	PV-170766	202.00
227941	CHENG, JESSE	PV-170761	69.00
227942	COCHRUN, SHANI	PV-170767	85.00
227943	COELHOE, KATHLEEN	PV-170768	85.00
227944	DHHS DOLPHIN FORCE FOUNDATION	PV-170769	1,800.00
227945	GARCIA, REBECCA	PV-170770	10.00
227946	HARTIGAN, MICHAEL OR CYNTHIA	PV-170771	20.00
227947	IDLEMAN, BRANDEE	PV-170772	12.00
227948	JONES, KENNETH B.	PV-170773	88.00
227949	MCCARTHY, THOMAS OR TERESA	PV-170774	15.00
227950	MOTA, ANTONIO OR ROSA	PV-170775	78.00
227951	NICHOLAS, IAN	PV-170776	90.00
227952	PADILLA-SMITH, DORIE K.	PV-170777	24.27
227953	REEVES, WAYNE	PV-170778	81.00
227954	RICHARDS, JOHN OR GEORGIA	PV-170779	15.00
227955	ROJAS, DAVID OR LIDIA	PV-170780	99.00
227956	SEKANDER, JOSEPH	PV-170781	90.00
227957	WELD, DAVID OR LISA	PV-170782	84.00
227958	ADAMSON, CORAL	PV-170783	108.00
227959	ANDERSON CANIZALES, JULIE	PV-170873	123.66
227960	ANDERSON, NEIL	PV-170872	66.42
227961	BARTALUZZI, SAMUEL	PV-170874	16.20
227962	BENE, CHERI	PV-170784	61.02
227963	BIRKINSHAW, SANDY	PV-170785	71.82
227964	BROOKMAN, JOSEPH	PV-170875	112.32
		PV-170876	8.64
227965	BUCKMAN, JENNIFER	PV-170786	217.62
227966	CARDIN, PATTI	PV-170787	106.92

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
227967	CAUDILL, AMANDA	PV-170877	20.52
		PV-170879	93.42
227968	CHICAS, CARLOS	PV-170820	135.00
227969	CHRISTMAN-STURM, TRACY	PV-170878	16.74
227970	CORTEZ, ROXANNE	PV-170788	45.36
227971	COX, ASHLEIGH	PV-170789	60.48
227972	DAUGHTERY, ERIC	PV-170880	25.92
227973	DAVIS, ALLISON	PV-170881	21.06
227974	DINSMOOR, JOY	PV-170790	52.92
227975	EILER, CHRISTINE	PV-170882	117.18
227976	ENGELSON, EMILY	PV-170883	152.82
227977	ENRIQUEZ, MICHELLE L	PV-170884	60.48
227978	EXWORTHY, MARK	PV-170791	248.94
227979	FISHER, CLARK	PV-170885	103.14
227980	FITZSIMMONS, KATHLEEN	PV-170886	84.78
227981	FLYNN, MARGARET	PV-170887	92.88
227982	FORD, DEON	PV-170888	64.80
227983	FREY, DEBORAH	PV-170889	51.84
227984	FRIEDLANDER, DOROTHY	PV-170792	118.80
227985	GARCIA, ELISEO	PV-170890	11.34
227986	GEBAUER, GILLIAN	PV-170793	32.40
		PV-170891	34.02
227987	GILL, ARVINDER	PV-170794	134.46
227988	GILMORE, SHELLY	PV-170795	89.10
227989	GOLDBECK, MELISSA	PV-170796	142.02
227990	GRAY, LISA	PV-170892	53.46
227991	HAMMOND, DARCY	PV-170893	156.06
227992	HANAFORD, LAURA	PV-170797	14.04
227993	HARVEY, LAUREN	PV-170895	75.60
227994	HAUN, BARBARA	PV-170798	82.62
227995	HERTZ, JANA	PV-170896	171.18
227996	HILL, DAWN	PV-170897	79.92
227997	HOWARD, ANDREA	PV-170898	59.94
227998	HUNKER, WILLIAM	PV-170899	95.04
227999	JONES, DAVINE	PV-170900	188.46
228000	JONES, JOSEPH	PV-170799	62.64
228001	KAROLYS, ANDREA	PV-170800	15.12
228002	KLISTER, PAMELA	PV-170901	46.58
228003	KOPELSON, KATHLEEN	PV-170801	104.22
228004	LAIDLEY, JOANIE	PV-170802	84.24
228005	LEWIS, SHARON A.	PV-170803	41.04
228006	LONERO, TIFFANY	PV-170902	152.82
228007	MALONE, ERICA	PV-170904	93.96
228008	MARCUS, BRUCE	PV-170903	66.42
228009	MARTIN, GRANT	PV-170819	55.62

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228010	MATIENZO, NINA RIE	PV-170905	232.20
228011	MCCARTHY, JOHN	PV-170906	55.62
228012	MCCORMICK, LENORE	PV-170804	12.96
228013	MCGOWEN, DANIELLE	PV-170805	81.00
228014	MCKEE, DANISE	PV-170907	79.38
228015	MEADORS, RICH	PV-170806	30.29
228016	MEDINA, ALISSA	PV-170908	75.06
228017	MICKLE, JACQUELINE	PV-170909	82.62
228018	MORAND, CARA	PV-170910	66.42
228019	MORRIS, LINDSEY	PV-170807	21.60
228020	NASON, KIM	PV-170911	15.12
228021	NELSON, SHARI	PV-170808	127.44
228022	NYHAN, JOHN	PV-170809	216.00
228023	ORTIZ, RYAN	PV-170810	170.10
228024	PANNING LA BATE, TINA	PV-170811	61.56
228025	PHILLIPS, DEANNA	PV-170912	78.84
228026	RASHIDI, AKRAM KIM	PV-170812	58.86
228027	REYES, MARIA	PV-170913	19.44
228028	RINKE, ANGELA	PV-170914	76.68
228029	ROCHE, ANN	PV-170916	281.88
228030	ROSO, MICHELLE	PV-170915	140.40
228031	RUSINKOVICH, CHERYL	PV-170813	29.16
228032	SANTOKE, MAHFRIN	PV-170917	73.44
228033	SCHOOLER, DEBORAH	PV-170918	52.38
228034	SHAH, RANA	PV-170814	64.80
228035	SMITH, ANNE	PV-170815	58.32
228036	SOLTIS, PAMELA	PV-170919	119.88
228037	TALILI, MAILUMAI	PV-170920	193.86
228038	TAYLOR, JULIE	PV-170816	125.28
228039	TAYNE, JULIE	PV-170921	147.96
228040	TERHUNE, CYNTHIA	PV-170922	103.68
228041	TUNULI, JESSICA	PV-170817	67.50
228042	VARGAS, DAVID	PV-170923	176.04
228043	VOSS, MICHELLE	PV-170924	98.82
228044	WEBSTER, ANNE	PV-170925	58.32
228045	WEIS-DAUGHERTY, DENISE	PV-170926	104.76
228046	WHALEN, ANDREA	PV-170927	111.24
228047	WOOLWINE, DEBRA	PV-170928	126.36
228048	YOUNG, JENNA	PV-170818	72.36
228049	HARMAN, NANCY	PV-170894	59.94

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228050	A & R WHOLESALE DISTRIBUTORS	PV-170846	13,431.33
		PV-170847	13,159.19
		PV-170848	14,336.20
		PV-170849	16,822.73
		PV-170850	9,765.02
		PV-170851	19,003.89
		PV-170852	3,441.45
		PV-170853	9,622.19
		PV-170854	7,185.89
		PV-170855	10,742.32
		PV-170856	7,442.63
		PV-170857	10,110.39
		PV-170858	5,527.15
		PV-170859	9,121.74
		PV-170860	8,622.81
		PV-170861	8,603.67
		PV-170862	5,971.18
		PV-170863	3,633.42
		PV-170864	3,208.14
		PV-170865	119,967.14
228051	Booya 60, Fargol	PV-170821	240.50
228052	Flores 75, Julio	PV-170823	62.00
228053	GALASSO'S BAKERY	PV-170825	438.45
		PV-170826	593.38
		PV-170827	557.14
		PV-170828	645.05
		PV-170830	405.60
		PV-170831	513.90
		PV-170832	413.15
		PV-170833	186.04
		PV-170834	232.14
		PV-170835	139.80
		PV-170836	194.43
		PV-170837	107.66
		PV-170838	107.30
		PV-170839	183.55
		PV-170840	132.65
		PV-170841	97.63
		PV-170842	74.84
		PV-170843	48.29
		PV-170844	1,980.70
228054	INDUSTRIAL ELECTRIC SERVICE	PV-170845	1,243.35
228055	Lee 77, Lauren	PV-170822	83.75
228056	Ortiz, Hilda	PV-170824	58.32
228057	BUSINESS INTERPRISE	PO-360022	1,870.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228058	LIANE WEYRICK	PO-362287	547.41
228059	MOLDAUER, PAMELA S.	PO-360016	1,172.50
228060	NSI ACADEMY	PO-361921	3,500.23
		PO-361922	7,773.25
228061	OCEANVIEW SCHOOL	PO-361315	1,554.00
		PO-361523	1,584.00
		PO-361672	1,674.00
		PO-361676	1,674.00
		PO-361926	1,554.00
		PO-361928	1,554.00
		PO-361929	1,554.00
		PO-361931	1,554.00
		PO-362124	1,554.00
		PO-362126	786.00
		PO-362175	1,350.00
228062	ORANGE COUNTY THERAPY SERVICE	PO-360061	10,625.00
228063	PERKINS SCHOOL FOR THE BLIND	PO-361923	11,665.71
228064	PORT VIEW PREPARATORY SCHOOL	PO-362232	10,500.00
228065	RAY AND/OR SARAH KINCAID	PO-362312	797.96
228066	SANTA ANA USD	PO-362495	113,110.00
228067	SHANNON DAVIS	PO-361185	240.00
228068	SPECTRUM CENTER ROSSIER PARK	PO-361668	499.08
		PO-361669	499.08
		PO-361670	879.73
		PO-361671	847.76
		PO-362429	116.16
228069	BENE, CHERI	PV-170930	123.72
228070	CRUZ, DELIA	PV-170934	79.90
228071	FRED PRYOR SEMINARS	PO-362569	99.00
228072	KERN CNTY SUPT OF SCHOOLS	PO-362579	100.00
228073	MCCARTHY, JOHN	PV-170931	45.00
228074	O'ROURKE, PATRICK	PV-170935	312.71
228075	ORANGE COUNTY DEPT OF EDUCATIO	PO-360001	3,069.00
228076	PENDER, MAX	CL-161883	1,374.50
228077	PETTEY, STEPHANIE	PV-170932	1,253.65
		PV-170933	824.83
228078	THACKER, TEGAN	PV-170929	71.82
228079	BARRIOS & ASSOC.LLC DBA	PO-361292	3,500.00
228080	CERRELL ASSOCIATES INC	PO-361285	15,000.00
228081	DECISION INSITE	PO-362611	112.50
228082	DOCUMENT TRACKING SERVICES	PO-362482	13,740.00
228083	LCRA TRUST	PO-361283	2,782.50
228084	MEET THE MASTERS	PO-360056	1,000.00
		PO-361232	1,000.00
228085	NAVIANCE INC	PO-361826	46,215.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228086	SOLUTION TREE INC	PO-361460	14,960.00
228087	BOWIE ARNESON KADI WILES	PO-360057	540.50
228088	CITY OF SAN CLEMENTE	PO-360091	17,474.04
228089	CONSOLIDATED ELECT DISTR	PO-360237	4,037.03
228090	DENNIS PATRICK HANNA	PO-360975	650.00
228091	MOULTON NIGUEL WATER	PO-360111	17,743.65
228092	ORANGE CTY DEPT EDUC	PO-362254	7,286.83
228093	PACIFIC PLUMBING COMPANY OF	PO-360244	7,426.20
228094	SAN DIEGO GAS & ELECTRIC	PO-360310	187,977.57
228095	SANTA MARGARITA WATER	PO-360112	5,041.70
228096	SO CAL GAS CO	PO-360224	504.55
228097	SOUTH COAST WATER DISTRICT	PO-360113	7,731.45
228098	SOUTHERN CALIFORNIA EDISON	PO-360309	89,490.13
228099	WEST COAST ARBORISTS INC.	PO-360173	22,578.00
228100	CJK CONSTRUCTION MANAGEMENT	PO-361287	22,600.00
228101	GILBERT & STEARNS INC	PO-360041	3,461.60
228102	CJK CONSTRUCTION MANAGEMENT	PO-361288	4,830.00
		PO-361290	18,640.00
228103	DAVE BANG ASSOCIATES INC	CL-160916	11,015.00
		PO-356059	88,288.28
228104	KNOWLAND CONSTRUCTION SERVICES	PO-357137	10,240.00
		PO-357138	13,600.00
		PO-357391	9,636.00
228105	LARMAC	PO-362592	260.20
228106	CJK CONSTRUCTION MANAGEMENT	PO-361289	10,815.00
228107	HMC ARCHITECTS	PO-352268	14,673.96
228108	DAVE BANG ASSOCIATES INC	PO-356192	134,995.34
228109	DAVID TAUSSIG ASSOC INC	PO-362378	4,312.77
228110	OCEAN INSTITUTE	PO-361252	7,012.50
228111	SOUTH COAST ROP	PV-170829	70,000.00
228112	WORD WRIGHT	PO-362302	212.76
228113	XEROX CORPORATION	PO-360629	111,163.16
		PO-360630	51,455.52
		PO-360631	25,395.30
		PO-360632	259.37
228114	ACETEC SECURITY SYSTEMS	PO-361652	6,792.00
228115	ALL FOUR STRINGS	PO-361445	1,906.08
228116	AMERICAN SAFETY ASSOCIATES LLC	PO-362450	874.95
228117	APPLE COMPUTER INC	PO-360775	1,671.91
228118	APPLE EDUCATION FINANCE	PO-362219	14,532.72
228119	ASURE SOFTWARE	PO-362466	5,854.50
228120	B & H PHOTOGRAPHY	PO-360974	229.90
		PO-362390	146.20
228121	BERTRAND'S MUSIC	PO-361881	2,419.20
228122	BJ BINDERY	PO-360650	275.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228123	CDW GOVERNMENT	PO-360848	27.45
		PO-362224	812.00
		PO-362291	5,634.31
		PO-362300	171.91
		PO-362391	55,460.10
		PO-362396	2,018.52
		PO-362397	672.84
228124	CENGAGE LEARNING	PO-362182	841.10
228125	CINTAS CORP #640	PO-362074	57.66
228126	CLARK SECURITY	PO-360140	834.91
228127	COMPLETE OFFICE OF CA	PO-360658	273.61
228128	ELITE SHEET METAL INC	PO-362548	940.00
228129	FOLLETT SCHOOL SOLUTIONS INC	PO-361584	276.50
		PO-361605	589.81
		PO-362260	207.36
228130	GANAHL LUMBER	PO-360170	241.94
228131	GEARY PACIFIC CORP	PO-361752	4,888.71
228132	GEORGE PATTON ASSOCIATES INC	PO-361771	336.54
228133	GLOBAL EQUIPMENT CO	PO-362024	290.95
228134	HANDWRITING W/O TEARS	PO-360153	1,718.93
		PO-360154	3,790.44
		PO-360155	1,983.37
		PO-360156	1,101.87
		PO-360157	969.65
		PO-360158	661.13
		PO-360159	617.05
		PO-360161	4,098.97
		PO-360164	1,586.71
		PO-360166	3,966.78
		PO-360177	1,278.16
		PO-360178	1,718.93
		PO-360180	617.05
		PO-360185	484.83
		PO-360187	1,939.30
		PO-360191	1,278.16
		PO-360193	1,762.99
		PO-360194	749.27
		PO-360200	1,057.79
		PO-360201	793.36
		PO-360202	1,851.16
		PO-360205	881.49
		PO-360351	5,289.00
		PO-360452	1,145.95
228135	IMAGE 2000	PO-360654	449.50
228136	IMAGE APPAREL FOR BUSINESS INC	PO-362551	166.56

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228137	IPC (USA) INC.	PO-361089	32,329.73
228138	IPEARL INC	PO-361699	25.98
228139	IPEVO INC	PO-362399	285.23
		PO-362529	285.23
228140	JOHNSTONE SUPPLY	PO-360179	1,295.08
228141	JUDY LYNN SOFTWARE INC.	CL-160708	175.00
228142	KELLY PAPER COMPANY	PO-360626	725.99
228143	LAKESHORE LEARNING MATLS	PO-361028	112.84
		PO-362314	204.16
228144	LOCAL JANITORIAL & VACUUM	PO-361095	517.97
228145	LUX INKS	PO-361534	451.71
		PO-362060	541.50
228146	ACCURATE AIR ENGINEERING INC	PO-360606	1,141.52
228147	ADVANTAGE RADIATOR	PO-360608	285.00
228148	ALISO NIGUEL AUTO CARE	PO-362282	1,176.93
228149	BIOMETRICS4ALL INC	PO-360559	960.00
228150	BLAIRS TOWING INC	PO-360612	662.50
228151	BUSWEST	PO-362412	4,906.35
228152	CAL-STATE AUTO PARTS INC	PO-360805	2,032.81
228153	CINTAS CORP #640	PO-360614	231.28
228154	CINTAS FIRST AID & SAFETY	PO-361712	303.61
228155	CROWN VALLEY TRANS	PO-361073	511.00
228156	CULVER-NEWLIN	PO-361022	1,618.81
228157	DANIELS TIRE SERVICE	PO-361075	7,467.17
228158	DENAULT'S HARDWARE	PO-360598	123.40
228159	FACTORY MOTOR PARTS	PO-360808	38.01
228160	FLINN SCIENTIFIC INC	PO-361944	148.60
		PO-362000	632.92
		PO-362012	466.46
		PO-362013	1,367.21
228161	FRICTION MATERIALS CO.	PO-361088	90.00
228162	HOWARD TECHNOLOGY SOLUTIONS	PO-362389	6,125.00
228163	INTERSTATE BATTERIES	PO-360810	3,052.54
228164	AMERICAN FIDELTY ASSURANCE CO	PV-170871	9,359.50
228165	ANDERSON, NEIL	PV-170870	4,205.98
228166	BENNER, RANDI S.	PV-170867	40.21
228167	BURGDORF, DONNA	PV-170866	91.98
228168	FISHER, ERIN P	PV-170869	83.11
228169	KOHN, KATIE M	PV-170868	160.83
228170	CORVEL CORPORATION	PO-360343	201,030.08
228171	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	64,562.61
228172	CAPISTRANO USD	PO-360335	26,376.83
228173	U.S. POSTAL SERVICE (HASLER)	PO-360931	35,000.00
228174	UNITED PARCEL SERV	PO-360930	9,000.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228175	AFFILIATED PACKAGING SPEC	PV-170963	1,151.40
		PV-170964	439.00
228176	Atkinson 80, Elaine	PV-170970	21.75
228177	DOMINO'S PIZZA	PV-170969	15,288.00
228178	Frandes 68, Maria	PV-170968	100.00
228179	GOLD STAR FOODS INC	PV-170936	13,666.38
228180	SMART & FINAL	PV-170966	62.85
228181	Sepulveda 85, Lycely	PV-170965	50.86
228182	Warner 01, Amy	PV-170938	390.25
228183	ADAMS, VIOLET	PV-170937	13.00
228184	BOOHER, ANASTASIA	PV-170939	130.00
228185	CABANTING, KENNETH	PV-170940	117.00
228186	CHANG, SHIRLEY	PV-170941	26.00
228187	COLLINS, MELISSA	PV-170942	69.00
228188	DE LUGO, LESLEY	PV-170943	26.00
228189	DICKIE, GORDON OR CARRIE	PV-170944	147.00
228190	EDWARD, BEN	PV-170945	28.00
228191	GOMEZ, MONICA	PV-170946	5.00
228192	HUYNH, PHIL OR DARLENE	PV-170947	84.00
228193	JOHNSON, DANITZA	PV-170948	20.00
228194	KARLE, CARYN	PV-170949	84.00
228195	KAUFMAN, JOAN	PV-170950	62.89
228196	LUU, NGHIA	PV-170951	117.00
228197	MARTIN, LINDA	PV-170962	268.21
228198	MCLAUCHLIN, MARTHA	PV-170952	50.27
228199	MEACHAM, DAVID	PV-170953	12.00
228200	NUNEZ, ARACELI	PV-170954	20.00
228201	PELTIER, ANDREA	PV-170955	69.00
		PV-170956	77.00
228202	PORZUCZEK, KARIN	PV-170961	439.27
228203	ROJAS, RAUL OR BERTHA	PV-170957	87.00
		PV-170958	178.00
228204	SKOROPADA, GREGORY	PV-170959	74.00
228205	SPURGEON, JOSEPH OR TAMMY	PV-170960	20.00
228206	MATHEMATICAL OLYMPIADS FOR	PO-361387	115.00
228207	MISSION AUTO SERVICE	PO-362652	3,084.74
228208	MOBILE COMMUNICATIONS REPAIR	PO-362558	1,224.72
228209	MOBILE FLEET WASH	PO-362167	1,029.00
228210	ORANGE AUTO PARTS & SUPPLY LLC	PO-361972	740.88
228211	OTICON INC	PO-361802	123.40
228212	PARKHOUSE TIRE INC.	PO-362081	6,468.05
228213	PEP BOYS	PO-360814	117.55
228214	PITNEY BOWES PRESORT SERV INC	PO-360929	203.30
228215	RIDDELL/ALL AMERICAN	PO-362253	4,504.98
228216	RINCON TRUCK CENTER INC	PO-361828	6,370.65

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228217	ROMAINE ELECTRIC CORP	PO-362496	749.52
228218	SAFETY-KLEEN SYSTEMS INC	PO-361855	1,070.08
		PO-361857	3,172.68
228219	SANTA MARGARITA FORD	PO-362169	2,422.99
228220	SMART & FINAL	PO-360515	346.97
		PO-360516	165.25
		PO-360546	116.51
		PO-360548	60.93
		PO-360571	149.13
		PO-360919	172.95
		PO-360923	121.90
		PO-360927	707.60
		PO-360968	122.67
		PO-362237	185.44
228221	SNAP-ON INDUSTRIAL	PO-361087	79.66
228222	SUMNER PHOTOGRAPHY AND	PO-362620	401.49
228223	UNIQUE SWEEPING	PO-362180	281.00
228224	WARDS SCIENCE	PO-361891	917.70
		PO-361935	343.55
228225	WATERLINES TECHNOLOGIES INC	PO-360239	2,740.96
228226	SMART & FINAL	PO-361410	180.74
		PO-361412	64.02
228227	TRAVIS SOFTWARE	CL-160904	200.00
		PO-351938	100.00
228228	EPIC MACHINES INC	PO-362467	17,131.40
		PV-170971	345.60
228229	MOBYMAX LLC	PO-362195	699.00
228230	DISCOVERY RANCH FOR GIRLS	PO-361916	13,100.00
228231	ERIN AND MICHAEL SPINELLO	CL-161153	1,720.00
228232	LISA AND TERRY NOXON	CL-161160	528.00
228233	OAK GROVE INSTITUTE	PO-361925	14,398.00
228234	OCEANVIEW SCHOOL	PO-361675	1,394.92
228235	PROVO CANYON SCHOOL	PO-361918	12,182.00
228236	RICHARD LAPPIN	PO-360028	765.00
228237	SHACK-LAPPIN, CAROL	PO-360018	2,465.00
228238	SPEECH & LANGUAGE DEVELOPMENT	PO-361846	4,445.00
		PO-361850	6,193.50
		PO-361853	2,705.00
		PO-362234	2,619.00
		PO-362428	384.00
228239	BERRY, CARMEN	PV-170979	69.07
228240	CHURCHFIELD, LYNNE	PV-170977	60.00
228241	CROWELL, ERICA	PV-170978	69.07
228242	LOHRMAN, MARY	PV-170980	69.07
228243	MATIENZO, NINA RIE	PV-170973	30.24

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228244	MENDOZA, SERGIO	PV-170975	29.01
228245	O'ROURKE, PATRICK	PV-170981	131.33
228246	OCDE	PO-362303	399.00
228247	ORTEGA, CHRIS	PV-170974	216.53
228248	THACKER, TEGAN	PV-170972	39.96
228249	THE MIDWEST CLINIC	PO-362647	85.00
228250	WOODWARD, RICHARD	PV-170976	706.62
228251	ATKINSON ANDELSON LOYA	CL-161629	8,967.31
		CL-161634	14,873.40
228252	CONTEMPORARY SERVICES CORP.	PO-362228	1,479.00
		PO-362371	803.94
228253	THINKING MAPS	PO-362577	1,800.00
228254	ALZUBAIDI, OMAR	PV-170991	154.44
228255	ARKEE, SHEILA	PV-170992	221.83
228256	BAKER, KATHY	PV-171024	306.07
228257	BANNERMAN, CARY OR KELLY	PV-170993	162.86
228258	BRITTINGHAM, JAYME	PV-170994	314.50
228259	BUI, HONG OR LINH LE	PV-170995	39.31
228260	DANIELSON, CARRIE AND MARK	PV-170996	470.63
228261	DESHAZER, ALEX OR DARCY	PV-170997	137.59
228262	DIXON, KAREN	PV-170998	129.60
228263	ELE, APRIL OR ROGER	PV-170999	17.50
228264	HIERONYMUS, PAUL OR DAYLENE	PV-171000	124.42
228265	JARVIS, ANDREW OR ROSEMARIE	PV-171001	57.02
228266	JONES, DANNY OR NANCY	PV-171002	263.95
228267	LAHAM, SAM	PV-171003	89.42
228268	LAXAMANA, WALTER	PV-171004	137.59
228269	LOUIE, DARRYL OR CATHERINE	PV-171005	290.82
228270	MACNAMARA DANIEL OR ALICIA	PV-171006	334.37
228271	MATHIESEN, DAN OR TARA	PV-171007	196.56
228272	MEHLING, MICHAEL OR HOLLY	PV-171008	171.07
228273	NUNEZ, GERARDO OR ELIZABETH	PV-171009	160.06
228274	PATTERSON, DOUG OR COURTNEY	PV-171010	145.15
228275	RAZEGHI, MAX OR MAHSA	PV-171011	137.59
228276	RICHARDS, EDWARD OR ANITA	PV-171012	185.33
228277	RIVERA, LISA	PV-171013	162.86
228278	RODAS, PHILLIP OR CAROLYN	PV-171014	294.84
		PV-171015	71.06
		PV-171016	127.76
228279	SCACCIAOCE, PAUL OR MICHELLE	PV-171017	137.59
228280	SNYDER, BRENT OR RENEE	PV-171018	64.58
228281	STALKER, CLINT OR GINA	PV-171019	209.95
228282	STEVENS WALSH, KAREN	PV-171021	131.98
228283	SUTHERLAND, GARY OR RACHEL	PV-171020	101.09
228284	WILLIAMS, JAMES OR GINI	PV-171022	35.64

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228285	BENS ASPHALT	PO-360119	65,232.50
228286	CITY OF MISSION VIEJO	PO-360477	25,179.45
228287	CITY OF SAN CLEMENTE	PO-360091	13,796.94
228288	CITY OF SAN JUAN CAPISTRANO	PO-360109	6,548.51
228289	CONSOLIDATED ELECT DISTR	PO-360237	3,990.76
228290	CR&R INCORPORATED	PO-360247	44,972.01
228291	E. STEWART AND ASSOCIATES	PO-360249	942.00
228292	G.A. DOMINGUEZ	PO-361364	5,250.00
		PO-361366	14,782.00
		PO-361367	13,385.00
228293	J.L. COBB PAINTING	CL-161025	68,452.22
228294	MOULTON NIGUEL WATER	PO-360111	9,295.26
228295	PACIFIC PLUMBING COMPANY OF	PO-360244	16,471.30
228296	Q FENCE AND FABRICATION INC.	PO-360242	22,103.00
228297	SAN DIEGO GAS & ELECTRIC	PO-360310	279,056.77
228298	SANTA MARGARITA WATER	PO-360112	12,084.66
228299	SO CAL GAS CO	PO-360224	1,732.66
228300	SOUTH COAST WATER DISTRICT	PO-360113	6,173.44
228301	SOUTHERN CALIFORNIA EDISON	PO-360309	99,613.53
228302	WEST COAST ARBORISTS INC.	PO-360173	31,535.00
228303	G.A. DOMINGUEZ	PO-356471	19,600.00
		PO-356952	17,440.00
		PV-170982	1,862.52
228304	RTK ENERGY LLC	PO-362599	20.27
		PO-362600	23.17
228305	DIGITAL NETWORKS GROUP	CL-160219	3,149.22
228306	DTSC	PO-362679	1,558.18
228307	G.A. DOMINGUEZ	PO-357105	19,757.50
228308	Altamirano 50, Wendy	PV-170985	97.50
228309	CAL TROPIC	PV-170987	2,995.20
228310	FOOD SAFETY SYSTEMS	PV-170984	7,500.00
228311	HOLLANDIA DAIRY INC.	PV-170988	41,371.48
228312	Moreno 61, Nadia	PV-170986	40.50
228313	NOSAJ DISPOSABLES INCORPORATED	PV-170983	1,814.40
228314	COX COMMUNICATIONS	PO-360160	22,034.22
		PO-360163	30,647.84
228315	MAR VAC ELECTRONICS	PO-360126	2,500.00
		PO-362512	100.36
228316	MARINE AIR INC	PO-361718	1,972.00
228317	MHS	PO-362349	408.24
228318	MILLER MECHANICAL	PO-362485	607.50
228319	MR CLEAN MAINTENANCE SYSTEMS	PO-360535	19,286.57
228320	NASCO MODESTO	PO-360533	597.72
		PO-362695	1,030.77

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228321	OFFICE DEPOT	PO-360314	58.59
		PO-360315	2,443.22
		PO-360700	128.91
		PO-360701	40.70
		PO-360703	462.41
		PO-360876	47.66
		PO-361159	580.09
		PO-361167	143.63
		PO-361731	279.67
		PO-362018	307.02
228322	ORANGE COUNTY FIRE AUTHORITY	PO-360192	350.00
228323	PARKHOUSE TIRE INC.	PO-362081	1,036.49
228324	PATTERSON MEDICAL SUPPLY INC.	PO-360887	2,401.14
228325	PEARSON EDUCATION INC.	PO-360282	6,619.17
		PO-360284	5,410.00
		PO-360355	4,628.86
		PO-360357	2,544.91
		PO-360358	1,802.14
228326	PORTER BOILER SERVICE INC	PO-362010	870.39
228327	QUALITY TOWING	PO-361084	541.00
228328	RAM AIR ENGINEERING	PO-362207	11,923.55
228329	SEHI COMPUTER PRODUCTS INC	PO-360944	544.32
228330	SITEONE LANDSCAPE SUPPLY LLC	PO-360106	498.61
228331	SMARDAN SUPPLY COMPANY	PO-360214	1,938.38
228332	SPARKLETTS	PO-360291	49.41
		PO-360411	8.20
		PO-360643	198.52
		PO-360645	19.58
		PO-361164	37.11
		PO-361975	42.13
228333	SPICERS PAPER	PO-360622	506.52
		PO-362476	7,662.82
228334	OFFICE DEPOT	PO-361347	104.98
228335	SCHOOL HEALTH CORPORATION	PO-362418	425.03
228336	SPARKLETTS	PO-361371	19.58
		PO-361373	4.10
		PO-361399	2.84
		PO-361400	4.10
		PO-361401	6.15
		PO-361404	10.25
		PO-361405	6.15
228337	OFFICE DEPOT	PO-360697	20.71
228338	OFFICE DEPOT	PO-360697	20.10
228339	OFFICE DEPOT	PO-360697	20.10

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228340	ADVANTAGE WEST INVESTMENT	-	
		PO-361124	36,899.83
228341	ADVANTAGE WEST INVESTMENT	PO-361124	15,486.92
228342	BIG TEX WEST TRAILERS SALES	PO-356554	25,909.00
228343	BJ BINDERY	PO-360650	300.00
228344	BLAIRS TOWING INC	PO-360612	300.00
228345	CINTAS CORP #640	PO-362074	115.32
228346	COASTAL BLUE	PO-360904	115.12
228347	COMMERCIAL AQUATIC SERVICES	PO-361952	8,674.47
228348	COMPLETE OFFICE OF CA	PO-360678	231.07
		PO-360867	19.42
		PO-361042	239.36
228349	DENAULT'S HARDWARE	PO-360117	446.90
		PO-362539	26.94
228350	EBERHARD EQUIPMENT	PO-361251	723.60
228351	EWING IRRIGATION PRODUCTS INC	PO-362144	891.81
228352	FASTENAL	PO-360118	41.60
228353	GLEN PRODUCTS	PO-360171	211.81
228354	GORM INC	PO-362549	1,616.74
228355	HANDWRITING W/O TEARS	PO-360199	528.90
		PO-360206	572.97
228356	HD SUPPLY CONSTRUCTION AND	PO-360114	795.93
228357	HIRSCH PIPE & SUPPLY	PO-360174	7,190.09
228358	HITT MARKING DEVICE	PO-361511	60.79
228359	JOHNSTONE SUPPLY	PO-360179	3,661.00
228360	KELLY PAPER COMPANY	PO-360626	5,581.04
228361	KNORR SYSTEMS INC	PO-357000	2,735.38
228362	LOCAL JANITORIAL & VACUUM	PO-360080	715.91
		PO-361095	3,170.22
228363	AMERICAN LOGISTICS COMPANY LLC	PO-362019	13,737.00
228364	COLLEGE BOARD	CL-160137	2,025.00
228365	HOT DOGGER TOURS INC.	PV-171025	4,444.00
228366	LUX BUS AMERICA	PV-170989	2,000.00
		PV-170990	2,850.00
228367	OCEAN INSTITUTE	PO-361252	3,506.25
228368	TRANSPORTATION CHARTER SERVICE	CM-170057	1,565.00-
		CM-170058	1,565.00-
		PV-171023	6,254.00
228369	MESA GOLF CARTS	PO-361102	1,887.01
228370	SOUTH COAST ANSWERING SERVICE	PO-362617	395.46
228371	SOUTH COAST AQMD	PO-360313	5,650.82
228372	SUPER DUPER INC.	PO-361472	208.59
228373	THERAPRO INC.	PO-362334	52.35
228374	THINKING MAPS	PO-362387	2,068.43
228375	VERTICAL TRANSPORT INC	PO-360241	1,578.24

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228376	WATERLINES TECHNOLOGIES INC	PO-360239	4,527.53
		PO-362619	6,161.44
228377	ALPINE ACADEMY	PO-361934	3,157.60
228378	ALTERNATIVE COMM SVCS	PO-360065	7,844.50
228379	BERRY, SCOTT AND/OR JAIME	PO-361682	347.75
228380	BLIND CHILDREN'S LEARNING	PO-361242	933.00
228381	BOYS TOWN CALIFORNIA INC.	PO-361314	20,358.00
228382	CRARY, BRENDA	PO-360027	1,971.90
228383	DEVEREUX TEXAS TREATMENT	PO-362342	15,153.19
228384	DEVEREUX TEXAS TREATMENT	PO-362339	9,870.77
228385	HEAR NOW	PO-360019	3,208.75
228386	JENNIFER RAO	PO-362426	765.05
228387	NEW HAVEN YOUTH & FAMILY	PO-361310	2,390.00
		PO-361313	10,219.35
		PO-361318	1,890.00
		PO-361680	1,780.77
228388	PORT VIEW PREPARATORY SCHOOL	PO-361526	5,650.00
		PO-361856	4,185.00
		PO-362232	12,635.00
		PO-362246	5,400.00
228389	PROVIDENCE SPEECH AND	PO-360033	5,120.00
228390	SUNBELT STAFFING LLC	PO-360014	3,112.50
228391	YELLOWSTONE BOYS & GIRLS RANCH	PO-361919	12,163.00
228392	COALITION FOR ADEQUATE SCHOOL	PO-362625	75.00
228393	FRIEDLANDER, DOROTHY	PV-171026	400.00
228394	TROTTER, CHAD	CL-161852	600.00
228395	LCRA TRUST	PO-361283	3,920.00
228396	MEET THE MASTERS	PO-360049	1,000.00
228397	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	66,418.30
228398	CHRIS AND KELLY BETTS	PO-362406	1,500.00
228399	MARK AND KATHRYN DANIELS	CL-160807	764.16
228400	RYAN JACKSON	CL-160864	2,292.00
228401	TERI INC	CL-161750	3,083.16
228402	THACKER, TEGAN	PV-171110	15.82
228403	TRAN, NAOMI	PV-171111	23.98
228404	ATKINSON ANDELSON LOYA	PO-362534	16,614.50
		PO-362537	5,922.50
		PV-171106	4,447.06
		PV-171107	993.75
		PV-171108	240.00
		PV-171109	10,479.79
228405	CAMPCO	PO-361958	14,657.79
228406	DOCUMENT TRACKING SERVICES	PO-361140	1,437.00

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228407	HARBOTTLE LAW GROUP	CL-161679	9,826.84
		CL-161982	6,954.97
		PO-362377	969.00
228408	LCRA TRUST	PO-361283	7,498.75
228409	ORBACH HUFF SUAREZ & HENDERSON	PV-171105	64.74
228410	SCHOOL SERVICES OF CALIF	PO-361634	3,660.00
228411	ECOLAB PEST ELIMINATION	PV-171094	173.05
		PV-171095	180.84
		PV-171096	180.84
		PV-171097	182.58
		PV-171098	180.84
		PV-171099	181.71
		PV-171100	90.42
		PV-171101	67.81
		PV-171102	67.81
		PV-171103	90.42
228412	GOLD STAR FOODS INC	PV-171061	79.95
228413	Latshikyan 58, Elmira Amy	PV-171104	90.00
228414	Rodriguez 24, Rhonda	PV-171060	87.50
228415	Woodford 04, Jason	PV-171027	60.00
228416	AHMADI-ZABIHI, LEILA	PV-171029	400.00
228417	BAKER, JENNIFER	PV-171033	25.00
228418	BONILLA, MARIA	PV-171034	2.00
228419	BRUNETT, WILLIAM	PV-171035	400.00
228420	CHRISTEN, TRICIA	PV-171036	560.00
228421	DE LOS SANTOS, ABRAHAM/LILIAN	PV-171037	335.00
228422	DUFFY, CHRIS OR MICHELLE	PV-171038	80.00
228423	ERVAIS, MEG	PV-171028	970.85
228424	FLORES, JULIO	PV-171039	15.00
228425	GILES, EMILY	PV-171040	20.00
228426	LITTLE, KELLIE	PV-171042	198.04
228427	MARTINEZ, CRISTINA	PV-171043	15.00
228428	MCCORMICK, LENORE	PV-171044	19.21
228429	MCKEOWN, NATALIE	PV-171045	400.00
228430	MONTGOMERY, RICH	PV-171049	49.12
228431	NELSON, BRIAN OR STACEY	PV-171046	73.00
228432	OAKLEY, IAN OR PARISA	PV-171050	800.00
228433	ORDAZ, LIDIA	PV-171051	300.00
228434	PATEL, SANGITA	PV-171047	560.00
228435	PEREZ, DIANA	PV-171048	300.00
228436	QUINTERO, JUAN OR MARY	PV-171052	142.00
228437	SAFAVI, NAZILA	PV-171053	10.00
228438	VAKILI, MIKE OR SHABNAM	PV-171055	10.00
228439	VAN DUSEN, THOMAS OR JENNIFER	PV-171056	400.00
228440	VORIS, JOHN OR KONNIE	PV-171057	80.00

Board of Trustees Warrant Listing
----- Fiscal Year: 2016-17 -----
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228441	WHITAKER, STACY	PV-171058	84.00
228442	WHITE, JEFFREY OR ROXANA	PV-171059	11.00
228443	AKISANMI, GABRIEL	PV-171030	925.00
228444	ANGONE, AIMEE	PV-171031	1,147.68
228445	AVILA, KATHLEEN	PV-171032	256.64
228446	JENNETT, ASHLEY	PV-171041	742.80
228447	STRAZZERI, MICHELLE	PV-171054	342.80
228448	ARNAUD, CHELSEA	PV-171062	109.62
228449	AVERA, STEPHANIE	PV-171063	88.56
228450	BARTON, KEVIN	PV-171064	65.34
228451	BOWDEN, JOANNA	PV-171065	67.50
228452	BROWN, SUSAN	PV-171066	22.68
228453	BRUNTON, MICHELLE	PV-171067	94.50
228454	CARLISLE, TERESA	PV-171068	24.84
228455	CHICAS, CARLOS	PV-171069	187.92
228456	CHOI, EUN YOUNG	PV-171070	88.02
228457	CONNOLLY, KAY	PV-171071	10.26
228458	COPPAGE, CARRI	PV-171072	27.00
228459	CROSS, MELINDA	PV-171073	124.20
228460	CUNNINGHAM, CHADWICK	PV-171074	104.22
228461	CURIEL, MICHELE	PV-171075	71.28
228462	DIXON, AURORA	PV-171076	82.62
228463	ELLIS, SHAWNA	PV-171077	98.82
228464	FARRAND, MONA	PV-171078	30.24
228465	HAACK, KATHI	PV-171079	24.84
228466	HALL, SHEILA	PV-171080	158.22
228467	HEUSER, RACHEL	PV-171081	181.44
228468	HORTON, RACHAEL	PV-171082	87.48
228469	NAPORA, NOELLE	PV-171083	126.90
228470	ORGILL, JANELLE	PV-171084	55.62
228471	RODRIGUEZ, MICHELLE	PV-171085	110.16
228472	RUNGO, DEANNA	PV-171087	39.96
228473	Romberg, Stephanie	PV-171086	117.18
228474	SHOFNER, BRIANNA	PV-171088	71.28
228475	STIRLING, ROBERT	PV-171089	81.54
228476	THORNBURG, QUIN	PV-171090	4.86
228477	WENTZEL, KORY	PV-171092	135.00
228478	WOLFSON, DONNA	PV-171093	81.54
228479	WATTERS, LIZ	PV-171091	139.32
228480	MCGRAW-HILL SCHOOL EDUCATION	PO-360251	4,023.39
		PO-360257	6,107.56
		PO-360270	2,346.41
228481	MOBILE COMMUNICATIONS REPAIR	PO-362559	576.72
228482	NEW READERS PRESS	PO-361774	229.09
228483	O'REILLY AUTOMOTIVES INC	PO-361832	234.03

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228484	OFFICE DEPOT	PO-360314	304.32
		PO-360315	1,295.62
		PO-360696	1,053.22
		PO-360700	44.16
		PO-360704	132.52
		PO-360706	197.56
		PO-360876	150.89
		PO-362018	371.92
		PO-362210	687.79
		PO-362573	1,439.75
228485	ORANGE COUNTY CHAPTER	PO-362586	700.00
228486	ORANGE COUNTY REGISTER	PO-360560	366.00
228487	PEARSON EDUCATION INC.	PO-360148	7,552.14
228488	PEARSON EDUCATION INC.	PO-360602	5,464.63
		PO-360858	436.43
		PO-360864	3,183.29
228489	PRIORITY NEOPOST	PO-360921	463.56
228490	PRUDENTIAL OVERALL SUP	PO-360911	131.44
228491	REHABMART LLC	PO-362486	158.09
228492	RICHARD WILLIAM POHLE	PO-362446	236.00
228493	SKYLIGHT PUBLISHING	PO-362101	174.00
228494	STAPLES BUSINESS ADVANTAGE	PO-360042	307.80
		PO-360708	607.16
		PO-361879	
		PO-362223	574.56
		PO-362440	96.12
		PO-362622	17.28
		PO-362635	59.29
228495	TRANE U.S. INC	PO-360127	1,043.38
228496	TRUCPAR CO	PO-361580	513.82
228497	ULINE	PO-360129	777.60
		PO-360918	33.48
		PO-362477	1,414.81
		PO-362515	139.59
228498	UNITED RENTALS (NORTH AMERICA)	PO-361643	771.26
		PO-362408	2,796.11
228499	US AIR CONDITIONING DIST.	PO-360130	2,318.63
228500	WARD'S	PO-362382	8,505.00
228501	WATERLINES TECHNOLOGIES INC	PO-360239	3,342.89
		PO-362619	661.79
228502	WESTERN GRAPHIX	PO-361060	875.00
228503	ZONAR	PO-362421	2,119.16
		PO-362510	22,413.91
228504	STAPLES BUSINESS ADVANTAGE	PO-360698	1,448.63
228505	1ST JON	PO-362359	874.41

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228506	A-1 AWARDS & ENGRAVING	CL-161800	914.24
228507	AARDVARK CLAY	PV-171117	217.39
228508	ACCO BRANDS USA LLC	PO-361328	1,484.20
228509	ACOUSTICAL SURFACES INC	PO-362014	73.96
228510	AMSTERDAM PRINTING & LITHO	PO-360945	271.17
228511	ANDERSON'S IT'S ELEMENTARY	PO-362280	354.99
228512	APPLE COMPUTER INC	PO-362556	1,435.08
228513	ASCD	PO-362383	80.00
228514	ASSA ABLOY ENTRANCE SYSTEM INC	PO-361862	1,465.03
228515	ASSOC BUSINESS PRODUCTS	PO-361491	244.66
228516	B & H PHOTOGRAPHY	PO-361298	146.20
		PO-362545	79.57
228517	BEE MAN	PO-361863	1,787.50
228518	BEYOND PLAY	PO-362494	186.98
228519	BSN SPORTS INC	CM-170059	920.47-
		CM-170060	73.42-
		PO-360234	6,600.09
		PO-362370	2,520.46
		PO-362453	327.58
228520	CALIFORNIA WESTERN VISUALS	PO-362639	5,169.05
228521	CAMCOR INC	PO-362649	4,100.98
228522	CDW GOVERNMENT	PO-361763	1,514.07
		PO-361766	1,514.07
		PO-362043	1,641.05
		PO-362200	24,615.71
		PO-362259	439.99
		PO-362289	3,085.00
		PO-362299	779.84
		PO-362409	1,641.05
		PO-362410	779.38
		PO-362419	13,754.10
		PO-362452	290.82
		PO-362454	106.92
		PO-362458	1,248.48
		PO-362459	747.36
		PO-362502	239.76
		PO-362513	79.92
		PO-362561	1,382.85
		PO-362564	360.04
		PO-362603	79.92
228523	CENGAGE LEARNING	PO-360992	23,881.18
		PO-361337	12,743.68
		PO-362179	1,445.80
		PO-362241	456.19
228524	COASTAL ENTERPRISES	PO-360839	589.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....OCTOBER 12, 2016

Warrant Number	Name of Payee	Reference Number	Amount
228525	COMPLETE OFFICE OF CA	PO-360321	337.69
228526	CULVER-NEWLIN	PO-361009	4,456.86
228527	CURRICULUM ASSOCIATES	PO-362445	57.12
228528	DEWEYS HOME APPLIANCES	PO-362542	2,807.95
228529	DIGITAL NETWORKS GROUP	PO-360656	481.66
228530	FLINN SCIENTIFIC INC	PO-360514	33.03
		PO-361505	2,004.90
		PO-361506	815.54
		PO-361507	2,636.64
		PO-361508	3,561.05
		PO-362434	2,198.98
228531	FOLLETT SCHOOL SOLUTIONS INC	PO-361338	637.11
		PO-361611	209.16
		PO-361618	125.70
228532	FREEDOM CONCEPTS USA LLC	CL-161215	4,306.70
228533	GANAHL LUMBER	CL-161456	87.17
		PO-360170	7,401.16
228534	HEINEMANN PUBLISHING	PV-171112	516.85
228535	IMAGE 2000	PO-361094	226.20
228536	THE TOLL ROADS	PO-361713	450.00
228537	CERTIFIED TRANSPORTATION	PV-171113	5,315.75
228538	JFK TRANSPORTATION CO INC	PV-171114	507.50
228539	TRANSPORTATION CHARTER SERVICE	PV-171115	1,586.00
228540	US BANK CORP PAYMENT SYSTEM	-	
		PV-171116	6,681.93
228541	US BANK CORP PAYMENT SYSTEM	-	
		PV-171116	7,910.12
228542	US BANK CORP PAYMENT SYSTEM	-	
		PV-171116	291.27
		PV-171118	13,188.65
		PV-171119	173.40
228543	US BANK CORP PAYMENT SYSTEM	PV-171119	17,013.15
		PV-171121	2.46
228544	DPF FILTERS INC.	PO-361719	21,576.83
228545	HAAN CRAFTS	PO-360541	389.44
228546	HANDWRITING W/O TEARS	PO-360196	1,454.46
228547	HITT MARKING DEVICE	PO-362098	321.09
228548	HOWARD TECHNOLOGY SOLUTIONS	PO-362424	1,519.00
228549	IMAGE APPAREL FOR BUSINESS INC	PO-362551	6,108.93
228550	IPC (USA) INC.	PO-361089	33,062.06
228551	IPEVO INC	PO-362641	427.84
654 Warrants			\$4,384,953.33

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

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

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

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

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

VENDOR	TITLE	BOARD APPROVAL DATE
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) Contract No. MNWNC-108 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	10/28/2015
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector	12/8/2008
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-14-58-0074A, for Non Information Technology Goods	9/23/2015
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Informtion Technology Goods & Services	10/14/2015
Digital Networks Group, Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Downtown Ford Sales	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Downtown Ford Sales	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Downtown Ford Sales	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Elk Grove Auto Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Auto Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016

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

VENDOR	TITLE	BOARD APPROVAL DATE
Elk Grove Auto Group	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Ford	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Epic Machines, Inc.	California Multiple Award Schedule Contract (CMAS) Contract No. 3-14-70-3108A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule (CMAS) Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fagen Friedman & Fulfro	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Fred M. Boerner Motor Co.	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Freeway Toyota	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014 6/24/2015
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011

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

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

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

VENDOR	TITLE	BOARD APPROVAL DATE
NKS Mechanical Contracting	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
Norton Rose Fulbright	RFQ 1-1516 - Legal Services (General)	9/9/2015
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
Orbach Huff Suarez & Henderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orrick Herrington & Sutcliffe	RFQ 1-1516 - Legal Services (General)	9/9/2015
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Quint & Thimling LLP	RFQ 1-1516 - Legal Services (General)	9/9/2015
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Riverview International	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
Sedgwick	RFQ 1-1516 - Legal Services (General)	9/9/2015
Selma Nissan	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016

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

VENDOR	TITLE	BOARD APPROVAL DATE
Selma Nissan	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Selma Nissan	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	1/27/2016
Silvercreek Industries, Inc.	Bid. 14/15-3 Chula Vista Elementary	2/24/2016
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies	2/24/2016
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Stradling Yocca Carlson & Rauth	RFQ 1-1516 - Legal Services (General)	9/9/2015
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Swift Superstore	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Swift Superstore	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Swift Superstore	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Tel-Tec Security System	California Multiple Award Schedule (CMAS) Contract No. 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Verizon Wireless	Western State Contracting Alliance (WSCA) 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
Weatherproofing Technologies	1516-08 Districtwide Roof Assessments & Preventative Roof Maintenance	9/9/2015

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

VENDOR	TITLE	BOARD APPROVAL DATE
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract (CMAS) No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Winner Chevrolet	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Winner Chevrolet	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMSA) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Wondries Fleet Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Wondries Fleet Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Xerox Corporation	California Multiple Award Schedule (CMAS) Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 09/22/16

2016-17

112650 A & R WHOLESALE DISTRIBUTORS	391,629.00
146968 ABOVE ALL NAMES CONSTRUCTION	272,880.65
112173 ALLIANCE OF SCHOOLS FOR	2,055,737.00
004090 APPLE COMPUTER INC	305,294.20
049767 BENS ASPHALT	536,432.80
148691 CALIFORNIA STATE TEACHER'S	252,302.20
118161 CAPISTRANO CONNECTIONS ACADEMY	4,506,059.00
120141 CAPISTRANO UNIFIED SCHOOL DIST	865,796.72
106764 CDWG Inc	331,953.52
146265 COMMUNITY ROOTS ACADEMY	860,802.00
122828 CORVEL ENTERPRISE COMP INC	589,444.97
152838 FASTECH	274,423.17
041995 HOUGHTON MIFFLIN CO	2,380,991.64
105873 JOURNEY CHARTER SCHOOL	647,651.00
150703 MEBA C/O	11,333,146.83
113144 OPPORTUNITY FOR LEARNING	301,637.92
153868 ORANGE COUNTY ACADEMY OF	352,126.00
066570 ORANGE COUNTY DEPT OF EDUC	1,045,903.14
146264 OXFORD ACADEMY	1,252,975.00
142564 PAUL C MILLER CONSTRUCTION CO	587,526.22
105435 PEARSON EDUCATION INC	635,547.88
153379 R. JENSEN CO INC	812,932.65
078255 SAN DIEGO GAS & ELECTRIC	2,159,696.71
150282 SILVER CREEK INDUSTRIES INC	510,290.72
149669 SOUTH COAST ROP	1,311,488.85
122718 SOUTHERN CALIFORNIA EDISON	495,809.42
153712 STATES LINK CONSTRUCTION INC	1,211,255.38
147868 US BANK	2,459,061.87
099210 XEROX CORPORATION	566,002.92

OCTOBER 12, 2016 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1617214	Title I Alternative Supports	REACH LLC dba REACH Professional In-Home Tutoring	Provide one-on-one tutoring for District students at Kinoshita, Las Palmas, Marco Foster Middle School, RH Dana, San Juan Elementary and Viejo Elementary schools	8/15/16 to 6/30/17	\$50,000.00
ICA	1617215	Title I Alternative Supports	Apple Learning Company	Provide on-on-one tutoring for District students at Kinoshita, Las Palmas, Marco Foster Middle School, RH Dana, San Juan Elementary and Viejo Elementary schools	8/15/16 to 6/30/17	\$50,000.00
ICA	1617216	Title I Alternative Supports	Cave 2 Crb, Incorporated	Provide one-on-one tutoring for District students at Kinoshita, Las Palmas, Marco Foster Middle School, RH Dana, San Juan Elementary and Viejo Elementary schools	8/15/16 to 6/30/17	\$50,000.00
FSA	1617218	Gift Funds	Arturo Addelman	Provide custom ceiling installation of projectors at Niguel Hills Middle School	8/16/16 to upon completion	\$11,330.00
MCA	1617219	Special Ed	Seneca Family of Agencies dba Seneca Center	Provide in-home counseling and guidance services to District students	7/1/16 to 6/30/17	\$160,000.00
MCA	1617220	Special Ed	Bellefaire JCB	Provide basic education program/dual enrollment and related services for District students with special needs	7/1/16 to 6/30/17	\$250,000.00
Total						\$571,330.00

AMENDMENTS

TYPE	CONTRACT NO	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
ICA	1617101	Indian Education, Title I Alternative Supports & Title III	Professional Tutors of America, Incorporated	Provide tutoring services for up to 12 Indian Education students for 2016-2017 school year	Add additional tutoring services and increase contract amount to cover additional services from \$7,260 to \$11,211.25	\$103,951.25
PSA	1617005	Special Education	Language Network, Incorporated	Provide professional interpreters and translators	Updated rate schedule for FY 1617 and increase contract amount from \$3,000 to \$4,500	\$1,500.00
ICA	1617102	General Fund	Art Masters Legacy	Provide instructional classroom and art programs	Increase contract amount to cover other prospective schools participating in activities from \$5,567 to \$35,000	\$29,433.00
PSA	1617202	General Fund and CFD Funds	Vavrinek, Trine, Day & Co., LLP	Provide financial auditing and related services for District general fund and CFD special tax accounts	Increase contract amount from \$150,000 to \$190,000	\$40,000.00
ICA	1617046	Facilities	Koury Engineering & Testing	Provide construction and material testing services for various projects	Increase contract amount from \$14,800 to \$25,000	\$10,200.00
Total						\$185,084.25

ICA - Independent Contractor Agreement

PSA - Professional Services Agreement

MCA - Master Contract Agreement

FSA - Field Service Agreement

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



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 13, 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".

REACH LLC DBA REACH PROFESSIONAL IN-HOME TUTORING

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

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: October 12, 2016

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

Email Address: _____
FEIN: _____

EXHIBIT A

FEE SCHEDULE

REACH Professional In-Home Tutoring

Norman Drexel / Dometrius McClain

15338 Central Ave. Chino, CA. 91710

Phone: 909-457-4149

Fax:

normdrexel@reachprotutoring.com

dometrius.mcclain@reachprotutoring.com

Private Tutoring Services

REACH provides private, one-on-one tutoring services
in the student's home or public library

TUTORING RATES

Grades K – 12

\$50.00 per hour



Norman Drexel



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 13, 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".

APPLE LEARNING 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: **\$50,000.00** in the aggregate under the term of this Agreement.

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

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: October 12, 2016

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

Email Address: _____
FEIN: _____

EXHIBIT A



FEE SCHEDULE

Apple Learning Company
Contact person: Maria Lee

3843 S. Bristol St. #185
Santa Ana, CA 92704

888-287-1287
Fax: 949-315-3924
maria@applelearningcompany.
com

1: 1 Tutoring Services

\$40/hour

Apple Learning Company

ph: 888.287.1287
fx: 949.315.3924

3843 S. Bristol St. #185
Santa Ana, CA 92704
www.applelearningcompany.com



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **October 13, 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".

CAVE 2 CRIB INCORPORATED, DBA CLUB Z! IN-HOME TUTORING SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: October 12, 2016

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

Email Address: _____
FEIN: _____

EXHIBIT A
2016-17 FEE SCHEDULE



Cave 2 Crib, Inc.
OBA: Club Z! In-Home Tutoring Services
Deborah Ku
27732 Paseo Barona
San Juan Capistrano, CA 92675
(949)388-3222
(949)534-0532 Fax
occlubz@gmail.com

One-on-one Tutoring Services: Rate \$50.00/hour

Deborah Ku
Signature

9/3/14
Date

DEBORAH KU
Printed Name



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 NameExecutive Director, Contracts & Purchasing

Title

Title

Board Approval Date: October 12, 2016

Contractor's License No._____
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

EXHIBIT A

ArtAddeman

805-451-6832 direct
art@calwestvisual.com

QUOTE NO. 29070-20L

DATE 16-Aug-16

QUOTE

TO

Tim Reece
Niguel Hills Mfddle School
29070 Paseo Escuela
Laguna Niguel, CA 926 n
949 234-5360
treece@caoousd.org

CUSTOMER ID NHMS

Matt and/or Fax P.O. to:

ArtAddeman
102 W. Constance Ave, #1
Santa Barbara, CA 93105
805 456-0320 fx

TERMS	DeHvery Time after Receipt of Order	SHIPPING METHOD		Rooms	Quote Expiration Date
Net 30w/PO	5 - 10 Bus. Days	N/A		210	25 days

QTY	ITEM#	DESCRIPTION	UNIT PRICE	1. NE TOTAL
		Rooms		-
		P1,P2,P7,P16,202,203,204,207,223,229		-
				-
10	PROJ-INST	Custom Ceiling Installation of school-provided projector	350.00	3,500.00
				-
10	Pole/mnt/ftt!Z	Cefllng mount hardware & backing	210.00	2,100.00
10	CBL/RCWY/PLT	HDMI,VGA & audio cable, raceway & wall plate package	165.00	1,650.00
				.
		Installations Include running & connecting cables from projector to Input box; to be placed where designated.		.
	Note:			.
				.
10	ELEC-PLG	2-plug electrical outlet Installed above drop-celling (for projector)	325.00	3,250.00
10	SurcharQe	Payment & Performance Bond surcharge	33.00	330.00
				.
				.
				.

Subtotal--Taxable Items 3,750.00

Tax Rate 8.00%

Sales Tax 300.00

Subtotal--Non-Taxable Items! 7,080.00

Shipping & Handling Fee 200.00

TOTAL 11,330.00

To Accept Thfs Quotation,
Place you signature h e r e -----
Return to address or fax below.

Date -----

THANK YOU FOR YOUR BUSINESS!

102 W. Constance Ave,, #1 Santa Barbara, CA 93105 Tel: 805-451-6832 Fax: 456-0320



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")

SENECA FAMILY OF AGENCIES

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: October 12, 2016

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

EXHIBIT A: RATES

CONTRACTOR SENECA FAMILY OF AGENCIES
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 1A-07-082

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____. 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
_____	Daily
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention – wrap around in-home integrated services	\$5,000.00	Per Month
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – wrap around transition phase - in-home integrated services	\$3,500	Per Month
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



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")

BELLEFAIRE JCB

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: October 12, 2016

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

EXHIBIT A: RATES

CONTRACTOR BELLEFAIRE JCB
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-0128181

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____. 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
\$441.66	Daily
	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$504.93	Daily
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.

FIRST AMENDMENT TO ICA NO. 1617101

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PROFESSIONAL TUTORS OF AMERICA

This First Amendment to ICA No. 1617101 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Professional Tutors of America (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 20, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through 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. 1617101 to incorporate additional services at the prescribed rates, as described in Exhibit A-1 and increase the total contract amount to \$111,211.25;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A is supplemented by Exhibit A-1.
2. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read:
The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$111,211.25** in the aggregate under the term of this Agreement, as amended.
3. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: October 12, 2016

Date: _____



Capistrano Unified School District - ESSA
Fee Schedule / Program Information 2016-2017

Provider: **Professional Tutors of America, Inc.**
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**
Contact Person: **Robert Gordon**
Phone: **(800) 832-2487 x254**
Fax: **(714) 671-1887**
E-mail: **Rgordon@professional tutors.com**
Website: **www.professionaltutors.com**

1. Give a brief description (a paragraph) that can be sent to parents regarding the types of services your company can provide to students.

We provide individualized tutoring instruction (always One-to-One) in math, reading, English language arts or science. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. The tutoring lessons focus on learning objectives, providing maximum results. We have Spanish-speaking tutors and staff available. We have been providing one-to-one tutoring for 33 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and most of them have had teaching experience in either public or private schools. We have a strong, proven record with over 300 school districts, improving academic skills, motivating students, and building self-confidence.

Proporcionamos la instrucción individualizada (Siempre Enseñamos Uno-a-Uno) en matemáticas, lectura, artes de lengua, o ciencia. Servimos a estudiantes en todos los niveles de grado (de grado de K-12th). El curso particular se hace en el hogar del estudiante o en una biblioteca local, dependiendo de la preferencia del padre. Las lecciones del curso particular se centran en objetivos, proporcionando resultados máximos. Tenemos profesores particulares y personales disponibles que hablan español. Hemos estado proporcionando el curso particular por 33 años, que ha demostrado ser el método más efecto de aprendizaje. Nuestros profesores son graduados de la universidad, y la mayor parte han tenido experiencia de enseñanza en escuelas privadas o públicas. Tenemos un expediente fuerte, probado con 300 distritos escolares, mejorando las habilidades académicas, motivando estudiantes, y construyendo confianza en sí mismo.

2. Cost(s) associated with your program (hourly rate): **\$50.00 per hour for One-to-One tutoring**
3. Location of services: **Student's home, or the local library—parent's choice.**

**INDEPENDENT CONTRACTOR MASTER AGREEMENT**

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

PROFESSIONAL TUTORS OF AMERICA, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$7,260.00** in the aggregate under the term of this Agreement.

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

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

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

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

Capistrano Unified School District

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

Contractor

Signature: *James Marini*
Name: James Marini
Title: Program Manager
Address: 3350 E. Birch St. Suite 108
Brea, CA 92821
Email Address: james@professional-tutors.com
FEIN: 33-0015574

GENERAL CONDITIONS

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

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

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

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

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

person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

30. Mandatory Claims Process, including Expedited Arbitration.

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

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

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

PROFESSIONAL TUTORS
OF AMERICA INC.



FEE SCHEDULE

Capistrano USD – Indian Education Program

Company: Professional Tutors of America, Inc.

Contact: James Marini

Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821

Phone: (800) 832-2447

Fax: (714) 671-1887

Email: james@professionaltutors.com

Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. We have been providing one-to-one tutoring for over 30 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and many of them have had teaching experience in either public or private schools. We have a strong, proven record with over 300 school districts, improving academic skills, motivating students, and building self-confidence.

Terms of Payment: \$55.00 per hour

Rates will be in effect: July 1, 2016 – June 30, 2017.

Signature:

Date:

6/9/16

Name: James Marini, Program Manager



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 13, 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".

LANGUAGE NETWORK, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$4,500.00** in the aggregate under term of this Agreement.

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

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

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

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

DISTRICT

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: October 12, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

Language

NETWORK, INC.

DISCOUNTED RATES FOR SCHOOLS *

(Prices effective 7/1/16 - 6/30/17)

In an effort to provide **professional interpreters and translators** at a reduced rate, we have partnered with our language specialists to offer the following reduced rates to non-profits and schools because ***we believe there is no substitute for linguistic and cultural competence:***

On-Site Interpreter Rates:

SPANISH *

\$180.00 for 2 hours (minimum); thereafter, \$90.00 per hour prorated in 15 minute increments.

Meetings after 5 p.m. -- \$235.00 for 2 hours (minimum); thereafter, \$117.50 per hour prorated in 15 minute increments.

SIGN LANGUAGE *

\$215.00 for 2 hours (minimum); thereafter, \$107.50 per hour prorated in 15 minute increments.

Meetings after 5 p.m. -- \$235.00 for 2 hours (minimum); thereafter, \$117.50 per hour prorated in 15 minute increments.

OTHER LANGUAGES (Non-Spanish) *

\$285.00 for 2 hours (minimum); thereafter, \$142.50 per hour prorated in 15 minute increments.

For Capistrano Unified School District only; maximum charge will not exceed \$175.00 per hour with two hour minimum for any language and Mileage for out of the area, hard to find languages, not to exceed \$50.00 round trip

Meetings after 5 p.m. -- \$305.00 for 2 hours (minimum); thereafter, \$152.50 per hour prorated in 15 minute increments.

**Rate Exceptions: Depending upon the availability of interpreters, rates may need to be altered accordingly. Rates for On-site-interpreters in States other than California (including Central and Northern California) may vary. Every effort is made to keep within rates mentioned above.*

**Additional Charges: Mileage may be billed at \$.54/mi round trip from interpreter's location to site. Parking fees, tolls, entrance fees to be reimbursed.*

***Cancellation Policy: A reduced cancellation rate applicable if appointment is cancelled less than 24 hours (business day) before appointment. The interpreters are allocated time for your assignment alone, therefore cancellation notifications less than 24 hours (business day) must be billed.**

(Document translation rates on next page)

101 E. Redlands Blvd. Suite 247, Redlands, CA 92373 (949) 733-2446 Fax (949) 215-9608

E mail: staff@languagenetworkusa.com

Please visit our website: www.LanguageNetworkUSA.com

Language

NETWORK, INC.

Page 2

Over-The-Phone Interpreter Rates:

<u>Non-Spanish</u>		<u>Spanish</u>	
<u>Length of Call:</u>		<u>Length Of Call:</u>	
0-10 Minutes	\$60.00	0-10 Minutes	\$35.00
11-20 "	\$70.00	11-20 "	\$45.00
21-30 "	\$80.00	21-30 "	\$55.00
31-40 "	\$90.00	31-40 "	\$65.00
41-60 "	\$100.00	41-60 "	\$75.00

Document Translation Rates:

Spanish: \$.22/word
Other Languages: \$.30 -.35/word

Minimum Fee: \$95.00 Spanish
\$135.00 Non-Spanish

**Additional Charges: Formatting fees are separate and may vary depending on complexity of layout.*

Will negotiate lower fees for volume.

101 E. Redlands Blvd. Suite 247, Redlands, CA 92373 (949) 733-2446 Fax (949) 215-9608

E mail: staff@languagenetworkusa.com

Please visit our website: www.LanguageNetworkUSA.com

FIRST AMENDMENT TO ICA NO. 1617102

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ART MASTERS LEGACY

This First Amendment to ICA No. 1617102 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Art Masters Legacy (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 20, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through 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. 1617102; and

WHEREAS, District desires to amend ICA No. 1617102 to reflect a total contract amount of \$35,000 for all sites who wish to participate in the various offered programs at the rates states on the Vendor's website and quoted specifically, which are incorporated by reference;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the section entitled Fees and Expenses is now amended to read: The total cost of services requested by District and provided by Vendor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than **\$35,000.00** in the aggregate under the term of this Agreement, as amended.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: October 12, 2016

Date: _____



INDEPENDENT CONTRACTOR MASTER AGREEMENT

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

ART MASTERS LEGACY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$5,567.00** in the aggregate under the term of this Agreement.

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

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

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

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

Capistrano Unified School District

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

Contractor

Signature: *Macario Brown*
Name: MACARIO BROWN
Title: BUSINESS MANAGER
Address: P.O. BOX 80717
RANCHO SANTA MARGARITA, CA 92688
Email Address: MACARIO.artmasterslegacy@gmail.com
FEIN: 47-4122041

GENERAL CONDITIONS

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

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

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

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

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

person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

30. Mandatory Claims Process, including Expedited Arbitration.

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

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

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

Art Masters *Legacy*

Full-Service Instructional Art Program Agreement

School: MARBLEHEAD ELEMENTARY

School Year: 2016/17

Program/Series: SERIES 1

- All Art Master Programs are fully compliant with the California Visual and Performing Arts Content Standards
- For use by Art Masters' contract client schools only. The unauthorized use, resale, reproduction or distribution of this right-of-authorship art education material is prohibited without the express written permission of Art Masters, Inc.

ART MASTERS SERVICES	PROGRAMS
Full Day – Lecture/Visual Media Assembly for each Artist Art Master teacher-lecturers conduct and present a multimedia presentation assembly using art visuals, images and engrossing stories covering each artist and/or art subject at the school location.	6 Artists
Classroom/Studio Art Activity for each Artist Art Masters' teacher-artists conduct hands-on studio art activities enabling students to create their own individual works of art in the manner of the master artist or art subject, using the same styles, techniques, media, and disciplines.	6 artists / 12 classes grades K-5
Supplies & Materials Art Masters Legacy provides schools with the program-level-specific art supplies and materials at an additional cost. All Art Masters Legacy supplies and materials comply with California State Education Product Safety Codes.	1 School Set
Total Price: \$ 5,567	

SCHOOL SHALL PROVIDE

Volunteer or Faculty Coordinator: Volunteer /Coordinator schedules lectures and activities, coordinates supplies, and duplicates instructional materials.

Facility Requirements:

Lecturer/Visual Media Assemblies – adequate size room to accommodate the number of participating students

Storage cabinet/room for curriculum, art supplies, and teaching materials

Volunteers: Shall prepare and setup Studio Art Activity materials in accordance with the Implementation Guide.

CONDITIONS

Number of Classes - If the number of classes taught by Art Masters exceeds the original contract number, Art Masters shall adjust the contract pricing accordingly for the additional instruction services and art supplies.

PAYMENT SCHEDULE

Deposit - Due Upon Signing	\$ 300	2 nd Installment – Due: Jan. 15, 2017	\$ 1,756
1 st Installment – Due: Oct. 15, 2016	\$ 1,756	3 rd Installment – Due: April 15, 2017	\$ 1,755

SCHOOL SIGNATURES	ART MASTERS LEGACY SIGNATURE
 School Signature Principal Position  Signature PTA President Position	 Macajo Brown Date May 14, 2016 Date Art Masters Legacy macajo.artmasterslegacy@gmail.com 949-547-1234 Remit Payments to: Art Masters Legacy P. O. Box 80717 Rancho Santa Margarita CA 92688 Tax ID#: 47-4122041

P. O. Box 80717 Rancho Santa Margarita. CA 92688

(949) 547-1234

Full-Service Instructional Art Program Agreement

SCHOOL : **Marblehead Elementary**

Street Address : 2410 Via Turqueza
 City/State/Zip : San Clemente, CA 92673
 Office Phone : 949-234-5339
 District : CUSD
 Principal : Dr. Faith Morris
 Email :
 Fax : 949-361-0712

SCHOOL PROGRAM COORDINATOR

Name: Amy Burke
 Home Phone: _____
 Cell Phone: _____
 Email: _____

SCHOOL ADMINISTRATIVE CONTACT

Name: Dianne Landeros – Office Manager
 Phone: _____
 Fax: _____
 Email: _____

SCHOOL PROGRAM SELECTION(S)

Series 1	Series 2	Series 3	Series 4	Series 5	Series 6
Lautrec	Remington	Helen Hardin	Ancient Americas	Sheeler	Escher
Cézanne	Matisse	Rembrandt	Native American	Miro	Magritte
Monet	O'Keeffe	Calder	Raffael	Degas	Audubon
Homer	Cassatt	Lawrence	African Legacy	Seurat	Kandinsky
Van Gogh	Asian Brush	Gauguin	Lichtenstein	Wyeth	Nevelson
Picasso	Chagall	Da Vinci	Wright	Mondrian	Mexican Murals

NUMBER OF CLASSES CONDUCTED AT SCHOOL

GRADE LEVEL	K	1st	2nd	3rd	4th	5th	6th			TOTAL CLASSES
NUMBER OF CLASSES	2	1.5	1.5	2.5	2	2.5	X			12

ART MASTERS – SCHOOL TEACHING SCHEDULE - DATES

Program – Artist / Unit	Lecture / Assembly - Date(s)	Studio Art Activity - Date(s)
Lautrec	Sept. 16	Sept. 19, 21, 22
Cézanne	Oct. 21	Oct. 17, 19, 20
Monet	Jan. 20, 2017	Jan. 23, 25, 26
Homer	Mar. 24	Mar. 27, 29, 30
Van Gogh	Apr. 14 (Sub)	Apr. 17, 19, 20
Picasso	May 5	May 8, 10, 11
Art Masters' Lecturer: Poli Rizco	Art Masters' Activity Teacher: Ali Brunson	

FIRST AMENDMENT TO PSA NO. 1617202

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND VAVRINEK, TRINE, DAY & CO.,
LLP

This First Amendment to PSA No. 1617202 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Vavrinek, Trine, Day & Co., LLP (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on September 14, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2019 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. 1617202; and

WHEREAS, District desires to amend PSA No. 1617202 to increase the total contract amount to \$190,000 from \$150,000;

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 **\$190,000.00** in the aggregate under term of this Agreement, as amended.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: October 12, 2016

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 15, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

YAVRINEK, TRINE, DAY & CO., 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 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 \$150,000.00 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, 2019**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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


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

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

DISTRICT

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

CONSULTANT

Signature: 
Name: Shilo Gorospe
Title: Partner
Address: 10681 Foothill Blvd.
Rancho Cucamonga, CA 91730
Email Address: sgorospe@vtdcpa.com
FEIN 95-2648289

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.**

<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>



Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants

VALUE THE DIFFERENCE

August 9, 2016

Clark Hampton
Deputy Superintendent Business and Support Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Clark,

Enclosed is the 3-year contract for audit services, for July 1, 2016 to June 30, 2019, for the Capistrano Unified School District.

If the contract meets with your approval, please sign it and forward one copy to the County, return one copy to us, and keep the third copy for your files.

If you have any questions, please feel free to contact me.

Yours very truly,

A handwritten signature in black ink, reading 'Shilo F. Gorospe'.

Shilo F. Gorospe
of VAVRINEK, TRINE, DAY & CO., LLP

SFG/ji
160519

Enclosures

CONTRACT FOR AUDITING

This agreement made and entered into this _____ of _____, 2016, between the Governing Board of the Capistrano Unified School District, of Orange County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2017, June 30, 2018, and June 30, 2019. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements, financial statements of the District, as of and for the 3-year period beginning July 1, 2016 and ending June 30, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to District's RSI in accordance with auditing standards generally accepted in the United States of America... These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Other Postemployment Benefits (OPEB) Funding Progress
4. Schedule of the District's Proportionate Share of the Net Pension Liability
5. Schedule of District Contributions

Supplementary information other than RSI, also accompanies District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the Education Audit Appeals Panel.
3. Combining Statements - Non-Major Governmental Funds

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and compliance will each include a paragraph that states that that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will fully discuss the reasons with you in advance. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

MANAGEMENT RESPONSIBILITIES

Management is responsible for the basic financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations (3) and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with Federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review a week prior to the report date.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with Uniform Guidance; (2) that you believe the Schedule of Expenditures of Federal Awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

OTHER SERVICES

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes of Capistrano Unified School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and Schedule of Expenditures of Federal Awards and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any non-audit services we provide; oversee the services by designating an individual, Sandra Chen, Assistant Superintendent of Business, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

AUDIT PROCEDURES - INTERNAL CONTROLS

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements Schedule of Expenditures of Federal Awards; federal award programs, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weakness. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, Government Auditing Standards, and Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable Federal statutes, regulations and the terms and conditions of Federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated Federal Clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Shilo F. Gorospe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$80,000, \$81,500 and \$83,000 for the years ended June 30, 2017, June 30, 2018, and June 30, 2019, respectively, for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the District during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10% withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$ 200
School Services Consultant	150
Manager	150
Supervisor	120
Senior in Charge	100
Staff Accountant	90
Paraprofessional	70

In addition to such payment for personal services, Auditors shall be reimbursed for mileage computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Five (5) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report, for the year ended December 2014, accompanies this letter.

We appreciate the opportunity to be of service to Capistrano Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON LICENSEE OWNERS

VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It may be anticipated that the non licensee owners will be performing limited audit services for the agency.

GOVERNING BOARD OF
CAPISTRANO UNIFIED SCHOOL DISTRICT

By

District

VAVRINEK, TRINE, DAY & CO., LLP



By

Partner

Federal Identification Number: 95-2321055

YANARI WATSON MCGAUGHEY P.C.

DALE M. YANARI (1947-2004) ♦ RANDY S. WATSON ♦ G. LANCE MCGAUGHEY ♦ DON W. GRUENLER
FINANCIAL CONSULTANTS/CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

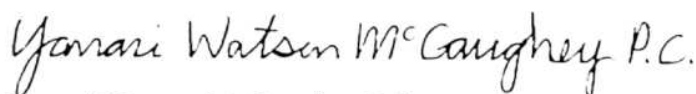
May 22, 2015

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.



Yanari Watson McGaughey P.C.

9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112-3647
(303) 792-3020
FAX (303) 792-5153
web site: www.ywmcpa.com

FIRST AMENDMENT TO ICA NO. 1617046

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KOURY ENGINEERING AND TESTING, INCORPORATED

This First Amendment to ICA No. 1617046 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Koury Engineering and Testing, Incorporated (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 March 2, 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. 1617046 to incorporate the additional services and increase the total contract amount from \$14,800.00 to \$25,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence in the paragraph entitled Fees and Expenses is amended to read: The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$25,000.00 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

Koury Engineering and Testing, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: October 12, 2016

Date: _____



INDEPENDENT CONTRACTOR MASTER AGREEMENT

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

KOURY ENGINEERING AND TESTING, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than \$14,800.00 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from March 2, 2016 to June 30, 2017 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

IN WITNESS 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: Bridget Sherman
Name: Bridget Sherman
Title: Senior Project Manager
Address: 14280 Euclid Avenue,
Chino, CA 91710
Email Address: bridgets@kouryengineering.com
FEN: 95-4794329

GENERAL CONDITIONS

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

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

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

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

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

person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

30. Mandatory Claims Process, including Expedited Arbitration.

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

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

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

Exhibit A



March 2, 2016

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

Subject: **Construction Inspection & Material Testing**
 Koury Proposal No. 16-0151
 Capistrano USD Various K-12 Projects

Dear Mr. Carter:

Koury Engineering & Testing submits this proposal for the Capistrano USD Various K-12 Projects project. Our proposal is based on the enclosed Master Fee Schedule of Rates.

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

SCOPE OF SERVICES

- Materials testing services for various projects within Capistrano Unified School District.

ESTIMATED FEES

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

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of \$14,800.00.

SCHEDULING

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

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

MASTER SCHEDULE OF FEES

Prevailing Wage

INSPECTORS

Materials Inspector	(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)	\$	85.00	Per Hour
Building Inspector	(Wood Construction)	\$	85.00	Per Hour
Building Inspector	(MEP)	\$	85.00	Per Hour
Specialty Inspector	(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)	\$	Quote	Per Hour
Soils Inspector	(Soils, Asphalt, Piles)	\$	85.00	Per Hour
Soils Inspector	(LA Deputy Grading Inspector)	\$	95.00	Per Hour
Nuclear Gauge Equipment		\$	35.00	Per Day
Soils Inspector Mileage		\$	0.57	Per Mile
Soils Inspector Travel Time (portal to portal)				Equal to Rate of Service

NON-DESTRUCTIVE TESTING AND ADDITIONAL SERVICES

Lab Technician - 1 man & equipment (Torque, Pull, Pachometer, Schmidt Hammer, Corngi)	\$	110.00	Per Hour
Asst. Lab Technician	\$	85.00	Per Hour
Non-Destructive Testing: UT, PT, MT	\$	95.00	Per Hour
Ground Penetrating Radar - Technician	\$	250.00	Per Hour
Utility Locating - Technician	\$	175.00	Per Hour
Asst. Technician - (GPR and Utility Locating)	\$	110.00	Per Hour
Radiography Technician	\$	95.00	Per Hour
Radiography Truck	\$	195.00	Per Shift
Radiography Film	\$	0.15	Per Sq/in
Non-Destructive Testing: Couplant and Dye Penetrant	\$	60.00	Per gallon
Parking (if necessary)	\$	Cost Plus 20%	
Travel Time	\$	Equal to Rate of Service	
Mileage	\$	0.75	Per Mile

FIELD EQUIPMENT CHARGE AND CONSUMABLES

Equipment - Torque Wrench	\$	65.00	Per Day
Equipment - Skidmore Bolt Tension Calibrator	\$	150.00	Per Day
Equipment - Skidmore Bolt Tension Indicator	\$	65.00	Per Day
Equipment - Multiplier	\$	15.00	Per Day
Equipment - Schmidt Hammer	\$	40.00	Per Day
Equipment - Dry Film Thickness Gauge	\$	40.00	Per Day
Equipment - Non-Shrink Grout Mold 2" Cube	\$	25.00	Per Day
Equipment - Slab Moisture Test Kit (Per Kit)	\$	35.00	Per Day
Equipment - Tile Test Kit (Per Kit)	\$	35.00	Per Day
Equipment - Unit Weight Kit: scale, bucket, plate, mallet, rod	\$	20.00	Per Day
Equipment - Air-Entrainment	\$	20.00	Per Day
Equipment - Windsor Probe	\$	15.00	Per Day
Equipment - Truck Charge	\$	55.00	Per Day
Equipment - Epoch	\$	Quote	Per Day
Equipment - Coring	\$	Quote	Per Day
Equipment - Relative Humidity Probes	\$	55.00	Per Probe
Isotope Depletion 314	\$	18.00	Each
Hazardous Waste Disposal	\$	15.00	Each

LABORATORY HOURS AND TESTING SERVICES

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m.
Additional charges will be made for off-hours, weekends or holidays as follows

Off-hour Laboratory Operations per hour	\$	500.00	Per Hour
Saturday Laboratory Operations per hour	\$	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	\$	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)	\$	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	\$	100.00	Per Hour

ASTM Physical Characteristics			
SOIL AND AGGREGATE			
C29	Unit Weight	\$ 45.00	Each
D4829	Expansion Index	\$ 95.00	Each
C117, D1140	#200 Wash	\$ 50.00	Each
C130	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)	\$ 85.00	Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$ 185.00	Each
D4318	Atterberg Limits	\$ 110.00	Each
D2435	Consolidation	\$ 125.00	Each
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$ 75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate)	\$ 65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)	\$ 95.00	Each
D854	Specific Gravity (Soil)	\$ 95.00	Each
D2216	Moisture Content	\$ 15.00	Each
D2216	Moisture Content Quick #200	\$ 30.00	Each
D3080	Direct Shear (3 Points)	\$ 200.00	Each
D3080	Direct Shear Remolded sample (3 points)	\$ 280.00	Each
D1557-A B	Maximum Density	\$ 135.00	Each
D1557-C	Maximum Density	\$ 145.00	Each
D2844, CTM 301	R-Value (3 Points)	\$ 300.00	Each
CTM 229	Durability Index (coarse & fine)	\$ 250.00	Each
CTM 229	Durability Index (coarse OR fine)	\$ 150.00	Each
C142	Clay Lumps & Friable Particles	\$ 120.00	Each
D3744, CT 229	Durability Index for Coarse Aggregates	\$ 150.00	Each
CHEMICAL PROPERTIES			
CTM 643	Resistivity	\$ 75.00	Each
CTM 643	pH	\$ 50.00	Each
CTM 417	Sulphate	\$ 60.00	Each
CTM 422	Chloride	\$ 60.00	Each
CTM 643, 417, 422	Corrosivity Series	\$ 185.00	Each
ASPHALT CONCRETE			
C192	Review of Existing Mix Design	\$ 150.00	Each
D136	Gradation of Extracted Sample	\$ 70.00	Each
D1188	Unit Weight - Molded Specimen or Cores	\$ 45.00	Each
D2726, D6926	Compacted Maximum Density - MARSHALL	\$ 175.00	Each
D5581	Field Mix - Marshall - Stability Per Point	Quote	
CONCRETE			
C39	Concrete Cylinders Compression Test (6" x 12")	\$ 22.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)	\$ 500.00	Each
C495	Lightweight Fill Concrete (3" x 6")	\$ 22.00	Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim	\$ 35.00	Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim	\$ 35.00	Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim	\$ 35.00	Each
C157	Grout Shrinkage (3 Bars - Four Readings, Up to 90 Days)	\$ 250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete	\$ 35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry)	\$ 100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete	\$ 150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method)	\$ 40.00	Each
C157	Drying Shrinkage (3 Bars - Four Readings, Up To 90 Days)	\$ 250.00	Set
C495	Lightweight Fill Concrete Density	\$ 35.00	Each
C138	Density (Unit Weight) of Concrete	\$ 30.00	Each Set
C173	Air Entrainment Test (Volumetric Method)	\$ 35.00	Each Set
C231	Air Entrainment Test (Pressure Method - Non Lightweight Aggregate)	\$ 35.00	Each Set
C78	Flexure Test 6" x 6" Beams	\$ 85.00	Each
C495	Splitting Tensile 6" x 12" Cylinders	\$ 85.00	Each
F1869	Measuring Moisture Vapor Emission Rate	\$ 35.00	Each
F2170	Relative Humidity Probe	\$ 55.00	Each
AG15	Chemical Analysis	\$ 300.00	Each
F2170	Relative Humidity	\$ 55.00	Each
C42	In Laboratory Core Cutting	\$ 50.00	Each
MASONRY			
BLOCK			
C780	Mortar Cylinders (2" x 4")	\$ 22.00	Each
C109	Mortar Cubes (2" x 2")	\$ 22.00	Each
C1019	Grout Prisms (3" x 6")	\$ 22.00	Each
C1314	Grouted Prisms Compression (Masonry Assemblage) Test 58" x 8" x 16"	\$ 95.00	Each

C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"	\$	120.00	Each
C140	Moisture Content as Received each	\$	50.00	Each
C140	Absorption, 3 Required	\$	40.00	Each
C140	Measurements	\$	30.00	Each
C140	Compression 58" x 8" x 16", Qty 3 Required	\$	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required	\$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required	\$	80.00	Each
C42	Masonry Core - Compression	\$	55.00	Each
C42	Masonry Core - Shear	\$	75.00	Each
C42	In Laboratory Core Cutting	\$	50.00	Each
BRICK				
C67	Compression	\$	40.00	Each
C67	Modulus of Rupture	\$	50.00	Each
C67	Absorption, Soak	\$	30.00	Each
C67	Absorption, Boil	\$	30.00	Each
C67	Absorption, Saturation Coefficient	\$	40.00	Each
C67	Initial Rate of Absorption	\$	40.00	Each
C67	Efflorescence	\$	55.00	Each
C67	Efflorescence with Mortar	\$	65.00	Each
STEEL REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	\$	55.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	55.00	Each
A615/A706	Tensile No. 14 Bar	\$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	\$	55.00	Each
A615/A706	Bend Test No. 9 To 11 Bar	\$	55.00	Each
A615/A706	Bend No. 14 Bar	\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	\$	250.00	Each
A706	Chemical Analysis	\$	300.00	Each
A615/A706	Deformation Compliance	\$	55.00	Each
A615/A706	Cut To Size (for testing)	\$	10.00	Each
STEEL COUPLED WELDED REINFORCING				
A615/A706	Tensile No. 8 Bar and Smaller	\$	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	\$	80.00	Each
A615/A706	Tensile No. 14 Bar	\$	100.00	Each
A615/A706	Tensile No. 18 Bar	\$	275.00	Each
STRUCTURAL STEEL				
A370/F606	Bolt Tensile Test	\$	55.00	Each
A370/F606	Bolt Proof Test	\$	45.00	Each
A370/F606	Nut Proof Test	\$	45.00	Each
A370/F606	Nelson Stud Tensile Test	\$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed steel metal)	\$	135.00	Each
E10	Brinell Hardness Test	\$	45.00	Each
E18	Rockwell Hardness Test	\$	45.00	Each
A370/F606	Coupon Tensile Test	\$	40.00	Each
A370/F606	Coupon Bend Test	\$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test	\$	45.00	Each, Pc
A90	Metal Deck Coating	\$	115.00	Each
A370/F606	Machining & Preparation of Samples	\$	40.00	Each
PRESTRESS				
A416	Prestressed Strand (Yield / Tensile)	\$	125.00	Each
	Sample Preparation (Grease Removal)	\$	15.00	Each
FIREPROOFING				
UBC 43-8	Oven Dry Density	\$	45.00	Each
UBC 43-8	Adhesive/Cohesion Testing	\$	45.00	Each
ROOFING				
UBC 32-12	Tiles (Breaking Strength / Absorption)	\$	60.00	Each
	Mineral Shake - Flexural	\$	40.00	Each
	Mineral Shake - Absorption	\$	30.00	Each
	Tagging, Material Id and Sampling Tiles	\$	70.00	Per Hour
	Final Laboratory Roof/Tile Material Affidavit Report	\$	300.00	Each

FLOOR FLATNESS

Price Includes 1 technician and equipment

Floor Flatness (Under 10,000 ft)	\$	Quotation
Floor Flatness Final Report	\$	200.00 Each
Additional Technician (if necessary)	\$	95.00 Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

Review Existing Welding Procedure Specification (WPS) report	\$	150.00 Each
Review Welding Procedure Qualification (PQR) report	\$	150.00 Each
Observe Welder Qualification (AWS/CWI)	See Materials	Inspector Rate
Weld Tensile Test Plate (1-inch thick or less)	\$	80.00 Each
Weld Bend Test Plate (1-inch thick or less)	\$	55.00 Each
Weld Macro Etch Plate (1-inch thick or less)	\$	70.00 Each
Weld Tensile Test Rebar #3 through #9	\$	90.00 Each
Weld Macro Etch Rebar #3 through #9	\$	70.00 Each
Weld Tensile Test Rebar #10 through #14	\$	125.00 Each
Weld Macro Etch Rebar #10 through #14	\$	110.00 Each
Weld Tensile Test Rebar #18	\$	275.00 Each
Weld Macro Etch Rebar #18	\$	180.00 Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	\$	150.00 Each

ENGINEERING AND PROFESSIONAL SERVICES

Senior Engineer/ Senior Geologist	\$	130.00 Per Hour
Staff Engineer/Geologist	\$	100.00 Per Hour
Project Manager / Field Supervisor	\$	95.00 Per Hour
Administration	\$	45.00 Per Hour
Drafter	\$	85.00 Per Hour
Test Technicians Lab - Materials	\$	65.00 Per Hour
Certified Payroll	\$	75.00 Per Week
Court Appearance (4-Hour Minimum)	\$	350.00 Per Hour
Preparation for Court, Consultation (in our Office)	\$	250.00 Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	\$	250.00 Per Hour
Expert Witness Testimony (Corporate Officers and Engineers)	Quotation	
Deposition (portal to Portal, 4-Hour Minimum)	\$	275.00 Per Hour

REPORTS

Final Materials Compliance Report	\$	500.00 Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects)	\$	500.00 Each
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects)	\$	100.00 Each
Interim Report from Engineer	\$	500.00 Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	\$	150.00 Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)	\$	300.00 Each
Report for Special Services / Off Site Testing	\$	200.00 Each
Final Grading / Compaction Report (Comprehensive)	\$	2,500.00 Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	\$	1,000.00 Each
Pad Certificate Report	\$	1,500.00 Each
Utility Trench Compaction Report	\$	2,500.00 Each
Wall Backfill Report	\$	1,500.00 Each
Monthly Interim In-Grading Report	\$	1,000.00 Each
Pile/Shoring Monitoring Report	\$	2,000.00 Each
Plan Review (Grading/ Foundation)	\$	1,000.00 Each
Extra Stamped Reports	\$	150.00 Each

MINIMUM HOURLY CHARGES

Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Charges For Service and Contract Terms Prevailing Wage Projects

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and Koury Engineering and Testing, Inc (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control.

1. Anticipated Costs

- 1.1. KET estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. KET's ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and assertiveness of client's management staff.
- 1.2. Project actual budget totals may vary. Estimated budget hours are based on 40 hours a week, 8 hours a day, Monday-Friday. Client shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.
- 1.3. A call scheduling inspection and testing beyond KET's estimated budget is deemed acceptance that Client will pay for additional services beyond KET's estimated budget.
- 1.4. Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by KET are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on KET's working conditions and hours as an attachment to their contract.
- 1.5. Client recognizes, if shop steel fabrication service is required, KET's estimate of hours, unless otherwise noted, is for one steel fabrication facility only.
- 1.6. Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in KET's proposal.

2. Minimum Charges

- 2.1. 2-hour minimum: Inspector shows up; no work requested or performed.
- 2.2. 4-hour minimum: 1 to 4 hours.
- 2.3. 8-hour minimum: Work over 4 hours.
- 2.4. NOTE: Less than 24 hour call-out notice may necessitate premium charges.

3. Working Hours

- 3.1. Regular Time: First 8 hours, Monday-Friday
- 3.2. Time and One-Half Hours: Hours over 8 -12 Monday-Friday, and first 12 Hours on Saturday; Double Time: All hours worked after 12, Monday-Saturday, Sunday, and Holidays.
- 3.3. KET observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 3.4. Overtime hours shall be billed in one hour increments. One half (.5) hour of overtime is billed as one (1) hour of overtime.
- 3.5. NOTE: Day shift hours are between 5:00am and 5:00pm.

4. Shift Differential

- 4.1. Second (Swing Shift)-Eight (8) hours will be charged for 7.5 hours worked. Time worked in excess of 7.5 hours will be billed at time and one-half rate.
- 4.2. Third (Graveyard Shift)-Eight (8) hours will be charged for 7 hours worked. Time worked in excess of 7 hours will be billed at time and one-half times the hourly rate.

5. Travel Time and Mileage

- 5.1. Travel time costs for soil monitoring and soil technicians will be invoiced at regular contracted billing rate.
- 5.2. Mileage costs for soil monitoring and soil technicians will be invoiced at \$0.57 per mile.
- 5.3. Portal-to-Portal travel time and mileage costs will apply for Engineers, Site Supervisors, Technicians (including Utility Locating and NDT) and Consultants at the contracted billing rate, mileage will be invoiced at \$0.57 per mile. Portal-to-Portal is recognized as KET's office to work site and return.
- 5.4. EXCLUDED - Projects within a 50-mile radius: Travel time costs for material inspectors/technicians will be invoiced at regular contracted billing rate.
- 5.5. For projects within a 100 mile radius: mileage costs for material inspectors/technicians will be invoiced at \$0.57 per mile after the first 50 miles. For projects in excess of 100 miles from a KET office, travel time and mileage will be charged in addition to hours worked from KET's closest office.

6. Scheduling and Cancellations

- 6.1. A 24-hour notice is required when scheduling an inspection or technician. If same day scheduling or scheduling after 2:00pm the preceding day is requested, a premium expedite fee of \$75 per inspector or technician will apply.
- 6.2. If inspection service is not canceled with KET's dispatch department by 2:00pm for the next day for ICC, LA City or LA County jurisdictions, a premium cancellation fee will apply at the rate of \$75 per inspector or technician.

7. Expedite Fee

- 7.1. All expedited and rush requests for lab work, test results, report reviews, etc. will be charged an expedite fee at 1.5 times the Master Fee Schedule of Rates.

8. Escalation Clause

- 8.1. The prices quoted below for all services will change July 1st each year in accordance with the wage listed by the Director of Industrial Relations which is tied to Operating Engineers Local 12. The charges for services set forth in this Schedule of Fees will be adjusted by changes in our general administrative and overhead expenses each year thereafter. These adjusted charges shall become the agreed upon basis for charges by Koury to the Client.

9. Certified Payroll

- 9.1. Certified payroll requests will have a processing fee applied for each project, billed at \$75 per payroll week.

10. Laboratory Testing

- 10.1. ~~EXCLUDED - Inspection unit rates do not include material sample laboratory testing & sample pick-up charges. A material sample pick-up charge will apply of \$7 per sample and 2-hour minimum pick-up charge at the rate of \$50 per hour.~~
- 10.2. A soils sample pick-up charge will be invoiced at regular billing rate with a 2-hour minimum.
- 10.3. Unless otherwise agreed, all samples or test specimens will be disposed of or destroyed upon completion of testing. If Client requires samples to be retrieved or stored, arrangements can be made at an additional cost. Quotation will be provided for such services.
- 10.4. Samples requiring more than one person to handle due to oversize or weight, will incur an extra handling charge. Quotation will be provided for such services.

11. Reimbursable Expenses

- 11.1. Outside Services performed by others and direct costs incurred on the Client's behalf, will be charged at cost plus 15%.
- 11.2. Project exclusive equipment or material will be invoiced at cost plus 15%.
- 11.3. Business licenses or inspection jurisdiction fees for project specific requirements will be invoiced at cost plus 15%.
- 11.4. If free parking is not available, parking charges will be charged to the Client at cost plus 15%.
- 11.5. Incidentals, including airfare, car rental, food, lodging, and parking, will be charged at cost plus 15% for out of area inspections unless provided by Client.

12. Terms of Payment

- 12.1. Client agrees invoices rendered for professional or technical services will be prepared bi-weekly and are due upon presentation.
- 12.2. All invoice errors or necessary corrections shall be submitted to KET within Fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoice is correct and valid for payment due to KET.
- 12.3. Invoices will be deemed delinquent if not paid within thirty (30) days from date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total for each month unpaid.
- 12.4. In the event, an attorney is needed for collection, Client is responsible for reimbursing attorney's fees and/or court costs.
- 12.5. KET reserves the right to terminate services to a client without notice if client's account is past due more than thirty (30) days. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to KET. Client waives any and all claims against KET, its subsidiaries, affiliates, servants, and agents in connection with termination of work/services pursuant to this agreement.

13. Insurance

- 13.1. KET carries all insurance required by law. Additional costs for waiver of subrogation, extra insurance certificates, coinsurance endorsements or additional insurance will be invoiced to the client at \$150 each.

14. Final Reports

- 14.1. When final report is required, KET must first review all inspection and material testing reports; KET will address and clear up any unresolved issues on these reports, typically with the Architect or Engineer of Record.
- 14.2. Depending on the project complexity and length of KET services performed, this process can require a minimum of ten (10) business days for completion. If there are exceptions, the final report review can require an extended length of time to complete.
- 14.3. Report fee is as negotiated per contract. An additional charge will incur for every report processed per permit number associated with the project. Engineer will be billed at \$130 per hour.
- 14.4. Client is required to send KET written request for all final project reports via fax, email, or US mail.
- 14.5. Final reports are as stated, but not limited to: Final Material Compliance Report and Final Grading / Compaction Report.
- 14.6. KET will release final report to client once account, including cost of final report, is paid in full.

15. Service Authorization

- 15.1. Verbal request will be considered authorization to perform billable work. Client shall designate member(s) of staff who have authority to request services and notify KET in writing to their authorized representative. Otherwise all service requests are billable.

16. Proposal Valid Duration

- 16.1. Proposed Master Fee Schedule of Rates, Terms & Conditions and General Conditions stated within are valid for 30 days from proposal date.

General Conditions

1. Indemnification

In the event of any claim against KET by any party other than Client, Client agrees to hold KET, including its shareholders, officers, directors, employees, agents, and representatives, free and harmless of any from, and to indemnify and defend KET against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses, or cost (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by Client, however caused or alleged to have been caused, even if due to acts, errors, omissions or negligence, active, affirmative or passive of KET, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of KET.

2. Limitation of Liability

Client and KET agree to limit the liability, including but not limited to, for consequential damages, of KET, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of KET, arising directly or indirectly from the performance of the professional services under this agreement, to Client to \$10,000 or an amount equal to KET's fee, whichever is greater.

Client agrees and understands that, in order to provide the professional services requested at the agreed upon fees, this agreement does not provide full liability of KET losses or damages which may arise directly or indirectly under this agreement. Client further understands that should Client require KET to accept exposure to greater liability under this agreement, Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to KET shall be subject to agreement. Client agrees that this provision limiting KET's liability cannot be modified, altered, or varied except by written instrument signed by Client and KET.

Client understands and agrees that KET is not an insurer; that this agreement does not provide Client with insurance coverage by KET or anyone acting on its behalf, that all fees hereunder are based solely on the value of the professional services to be provided by KET; that insurance, if any, shall be obtained by Client at Client's sole expense

3. Warranty of Authority to Sign

The person signing this contract warrants that he/she has the authority to sign on behalf of the client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she is personally liable for all breaches of this contract and that, in any action against him/her of such warranty, a reasonable attorney's fee shall be included in judgment rendered.

4. Dominant Terms

The terms and conditions of this Agreement shall take precedents over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between KET and Client and are not binding upon KET. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of KET. If Client's terms are different, a statement of worth will be provided with updated terms and conditions.

Local Control Accountability Plan
Parent Advisory Committee Members
2016-2017

Parent Name	School(s)
Lucia Almejo	Kinoshita Elementary
Michele Ploessel-Campbell	George White Elementary
Chris Davis	Castille Elementary
Angelica Galindo Farias	Castille Elementary Newhart Middle School
Silvia Gonzalez	Kinoshita Elementary Marco Forster Middle
Mike Greene	Capistrano Valley High
Paulino Grenados	Del Obispo Elementary Capistrano Valley High
Denise Harshman	Chaparral Elementary
Lori Muir	Aliso Niguel High
Yadira Oseguera	Kinoshita Elementary
Caroline Pasquesi	Del Obispo Elementary Marco Forster Middle
Sarah Saleen	Tijeras Creek Elementary
Stacey Shapero	Marco Forster Middle Dana Hills High
Stephanie Tarzia	Moulton Elementary
Cindy Vallone	Tijeras Creek Elementary Las Flores Middle
Holly Velastegui	Canyon Vista Elementary

**Sales and Service Agreement
Between
Capistrano Unified School District
and
The Regents of the University of California
University of California, Irvine
(8/2016)**

This Agreement for **classroom/behavior support services** is by and between The Regents of the University of California, a corporation as established by Article IX, section 9, of the California State Constitution, on behalf of the University of California, Irvine campus **Child Behavior Pathways** (hereinafter “University”) and **Capistrano Unified School District** (hereinafter “Buyer”).

I. SCOPE OF WORK

University shall provide **a range of behavior support services that may include:**

- **Individualized classroom-based behavioral assessments.**
- **Development and implementation of customized classroom-based behavior intervention plans.**
- **Participation in monthly Behavior Support Team and Administrative meetings.**
- **Consultation with educators regarding social/emotional/mental health issues that may present in the classroom throughout the year.**
- **Development and delivery of teacher training services in support of effective behavior management principles and techniques in the classroom.**
- **Delivery of school-based group social skills services in support of social/emotional development and self-regulation skills for children. In the event additional University staff are deemed necessary for behavior support of the group participants, a separate supplemental staffing costs will be incurred and billed at the same hourly rate.**
- **Creating integrated support plans for children transitioning to new grades/classrooms.**
- **Delivery of 9-week COPE parent education services. Service includes support with group coordination, promotion and enrollment for a minimum of 45-50 contracted service hours.**
- **Buyer may opt to include a COPE associated social skills program with the COPE parent education services. They may do so at the cost equivalent of an additional minimum of 55 contracted service hours.**
- **Child Behavior Pathways will also provide ongoing service consultation with Program Director to assist in tailoring scope of services to the specific behavioral support needs of the district.**
- **Consultation notes summarizing classroom-based services (including observations) provided to Buyer on a weekly basis.**
- **University will provide buyer weekly log of completed service hours.**
- **Contracted hours may also be used to include outcome data tracking and other data support services. Should Buyer opt to utilize proprietary screening**

or assessment measures as part of University services, additional material fees may apply to cover the cost of those materials.

- University will also provide indirect services in support of the scope of work described above. This includes time spent documenting and communicating service summaries, program planning and coordination, follow-up communications with school staff and families (i.e. phone calls, follow-up emails), etc. These administrative planning and follow-up services not to exceed 12% of total contract without authorization or prior approval from Buyer.

All work is being performed by the University on a best efforts basis, and the University makes no warranty regarding the outcome of the work specified herein.

II. PERIOD OF PERFORMANCE

- A. The period of performance of this Agreement shall commence on **August 1, 2016** and continue through **June 30, 2017**.
- B. Either the University or the Buyer may terminate this Agreement at any time, without cause, by giving the other **30** days written notice of such action. If terminated prior to completion, the University shall, in thirty (30) days, receive full payment from Buyer for all costs incurred under this Agreement up to and including the date of termination.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. Rate: **\$80 per contracted hour**.
 - **Administrative planning, service documentation and follow-up planning to be billed at same contracted rate, but will not exceed 12% of total agreement amount without authorization or prior approval from Buyer.**
 - **Buyer may also opt to purchase separate "a la carte" services at current published rates that are subject to change.**
 - **See Exhibit A for breakdown of requested services**

The total amount of this Agreement is \$ **69,060**.

- B. Payments shall be made to the University based on the following schedule:
Within 30 days of receipt of invoice
- C. Payment checks shall reference this Agreement and be issued to the **Regents of the University of California** and mailed to:

**Child Behavior Pathways
University of California, Irvine
2500 Red Hill Avenue, Suite 290 A
Santa Ana, California 92705**

IV. TERMS AND CONDITIONS

A. Indemnification

Except as otherwise limited herein, University shall defend, indemnify and hold harmless Buyer, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Buyer shall defend, indemnify and hold harmless University, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of Buyer, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

B. Insurance

1. Buyer shall provide proof of insurance, naming the University as additional insured, showing amounts of coverage as follows:

Broad Form Commercial General Liability Insurance (Contractual Liability Included):

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

2. The University shall maintain self-insurance covering its activities under this Agreement in an amount not less than \$1,000,000 per occurrence.

C. WARRANTY

THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT IS THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE PRODUCTS AND SERVICES CONTRACTED FOR HEREIN.

D. Conflict of Interest

Buyer affirms that there exists no actual or potential conflict of interest between the parties, including the financial interests of their officers, agents, or employees.

Any question regarding a possible conflict of interest will be raised with the University.

E. Equal Opportunity Affirmative Action

Buyer will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Buyer will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Buyer agrees to adhere to the California Fair Employment and Housing Act. Buyer will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Buyer will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

F. Cooperation

University and Buyer shall cooperate in the event of any legal action or claim made by a third party that may result from activities relating to the performance of this Agreement.

G. Compliance

1. University and Buyer agree to comply with all applicable federal, state, and local laws, regulations and codes in the performance of this Agreement.
2. Buyer warrants that any and all of its work being submitted under this Agreement comply with all U.S. export control laws and regulations. Buyer shall notify University in writing to exportcontrol@research.uci.edu if any ITAR or EAR restricted technology or data is to be provided to University under this Agreement or if data that Buyer is requesting University to produce during the course of work under this Agreement is expected to be ITAR or EAR restricted. University shall have the right to decline ITAR or EAR restricted technology or data or tasks requiring production of such information.

H. Force Majeure

University shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure,

water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; inability to secure materials and supplies, transportation facilities, fuel or energy shortages, or acts or omissions of others.

I. Assignment

The obligations of the parties pursuant to this Agreement shall not be assigned without the prior written consent of the parties.

J. Confidentiality

It is agreed that Buyer shall disclose only information necessary to the work and, if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent by Buyer in writing only to the University (as specified in article IV, paragraph K.) or orally disclosed to the University and reduced to writing by Buyer within thirty days of disclosure. University shall inform its employees that for a period of one year from the end of the Agreement, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement unless Confidential Information: (i) is or shall have been known to the University before its receipt thereof; (ii) is disclosed to the University by a third party; (iii) is or shall have become known to the public through no fault of the University; or (iv) is required by law to be disclosed.

K. Notice

Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid, to the following addresses:

To University:

**University of California, Irvine
Child Behavior Pathways
2500 Red Hill Avenue, Suite 290A
Santa Ana, California 92705**

Attn: Brett Patterson, Principal Service Provider

AND

University of California, Irvine
Purchasing and Risk Services
Irvine, CA 92697-4530
Attn: Director

To Buyer:

**Company Name: Capistrano Unified School District
Address: 33122 Valle Road
Address:**

City: San Juan Capistrano
Attn: Dr. Debbi Keeler

State: CA Zip: 92675

L. 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.

M. Use of Name

The parties agree that they will not use the name, logo, seal or trademarks of the other party or its employees, including without limitation, in any advertisement, press release, publicity or any product or service resulting from this Agreement, without prior written approval of the other party.

N. Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

O. No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

P. Dispute Resolution

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to JAMS in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration proceedings shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

Q. Attorney's Fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

R. Amendments

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Buyer and the University.

S. Entire Agreement

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to it and supersede any prior understanding or agreement with

respect to the services contemplated, and may be amended only by written amendment executed by both parties to this Agreement.

T. Governing Law

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

U. Independent Contractor

University in the performance of this Agreement shall be and act as an independent contractor.

ACKNOWLEDGED AND ACCEPTED BY:

The Regents of the University of California

(UC Irvine Department Approval)

Name: **Mary Ann Pack**

Date

Title: **Chief Administrative Officer, Department of Pediatrics**

Date

Purchasing and Risk Services

Buyer: Capistrano Unified School District

Signature

Date

Name:

Title:

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

Revised 03/2014

EXHIBIT A

Estimated Breakdown of Annual Contract* Expenses

- **Behavior Intervention Specialist Services - Designated hours per week - \$27,360 (342 total hours)**
 - Participation in monthly Behavior Support Team Meetings
 - Classroom-based behavioral assessments - Weekly selection of classrooms for observation and consultation
 - Developing and implementing support for customized classroom-based behavior – following up action plans for observations that warrant next steps
- **COPE Parent Education Services - 2 COPE parenting classes - Total \$7,200 (90 total hours)**
 - Rate covers up to 20 families
 - Inclusion of concurrent social skills service requires separate service fee
- **COPE Associated Social Skills - 2 classes – Total \$8,800 (110 total hours)**
 - Rate covers 9-week (2 class hours per week) social skills service for up to 15 children* ages 3-5 in association with the COPE Parent Education service.
 - Staffing includes:
 - 1 Social Skills Coordinator
 - 1 Social Skills Team Lead
 - 3 Social Skills Providers
- **Training Services - \$640 (8 total hours)**
 - 2-hour minimum per training
 - Scheduled trainings:
 - August 30, 2016 4:00-6:00 – Child Guidance Reflection Session for Teachers
 - October 31, 2016 - Child Guidance Reflection Session for Instructional Assistants
 - February 28, 2017 – Social Skills Training for Teachers
- **School-based Social Skills Services (If funds allow)**
 - 24 total billable hours per class for single provider

- Additional provider hours may be required, depending on group size/ demands
 - Sites to be determined
 - Timeline – September through May
-
- **Learning Link MTSS Services - \$25,000 (312 total hours)**
 - Designated weekly hours for onsite Mental Health Specialist
 - Developmental and behavioral consultation for Learning Link families and staff

*The Annual Contract package allows for all services listed above to be billed at a flat \$80/hour rate. Additional “al a carte” services not listed above may be purchased at current published rates, which are subject to change.



Solution Tree Purchasing Agreement

Effective August 16, 2016, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St.,
Bloomington, IN 47404 and Capistrano Unified School District ("Customer") located at 33122 Valle
Road San Juan Capistrano, CA 92675

agree as follows:

1. Product Summary

- 1.1. Products:** Customer shall purchase the following Solution Tree products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	Amount
Professional Development Services	\$13,600.00
Total	\$13,600.00

2. Professional Development Services

- 2.1. Description of Services:** Solution Tree agrees to provide the services described in Exhibit A—
Description of Services.
- 2.2. Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.
- 2.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment and technical support for all sessions.
- 2.4. Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.
- 2.5. Cancellation:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
- 2.6. Rescheduling:** If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

3. Payment Terms

- 3.1. Invoicing and Purchase Orders:** Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:



Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$2,720.00	Upon execution of contract
September Session	\$5,440.00	September 8, 2016
November Session	\$5,440.00	November 30, 2016

3.1.1. The total includes all travel, lodging, and other incidental expenses. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington, IN 47404.

4. General Terms

4.1. Intellectual Property: Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.

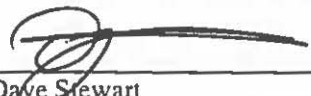
4.2. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.

4.3. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.

4.5. Offer Valid: The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

This Agreement is acknowledged and accepted by Customer and Solution Tree:



Dave Stewart
Executive Director Professional
Development
Capistrano Unified School District

8/22/16

Date

Shannon Ritz
Director of Professional Development
Solution Tree, Inc.

Date



Please fax or email this agreement to: Tony McGuiness
Fax: 812-961-4696
Email: tony.mcguiness@solutiontree.com

Exhibit A

Description of Services

SERVICE 1: Understanding the Work of Collaborative Leaders in PLC Schools (2 day, customized, onsite)

Date: September 8 and November 30, 2016

Associate: Cassandra Erkens

Estimated Number of Participants: 25

Participant Demographics: Principals and district leadership

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: TBD

Description of Service:

Topics may include:

- Identify the leadership skills and strategies needed to support the work
- Identify the "look for's" to support on-going development of PLC teams
- Examine team meetings relative to desired criteria
- Make leadership decisions regarding appropriate next steps



Solution Tree

CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: David Stewart
Title: Executive Director Professional Development
Phone: 949-234-9409
E-mail: dpstewart@capousd.org
Cell #: _____
Fax: 949-489-0467

Who will receive and pay the invoices?

Contact: SAME AS ABOVE
Title: _____
Phone: _____
E-mail: _____
Fax: _____



WORKSHOP SPECIFICATIONS

Please provide the following information about your workshop and return this form to Solution Tree, Inc. with the signed contract or within 90 days of September 8, 2016—the earlier received the better for planning purposes with your speaker.

Host: Dave Stewart
Organization: Capistrano Unified School District

Daytime phone #: 949-234-9408
Evening phone #: _____
E-mail address: dpstewart@capousd.org

Speaker: Cassandra Erkens					
Date	Site	Site Contact	Number of Participants	Estimated Start Time	Estimated End Time
09/08/16					
10/30/16					

Please recommend a hotel for the speaker(s).

Hotel name: _____ Hotel phone #: _____
Hotel date(s): _____ Confirmation #: _____
Hotel address: _____
City: _____ State: _____ Zip: _____

Best airport to fly into: _____ Estimated travel time from airport: _____
Ground transportation information: _____
(i.e. car rental, hotel shuttle, cab, etc.)



Solution Tree Purchasing Agreement

Effective June 17, 2016, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Capistrano Unified School District ("Customer") located at 33122 Valle Road, San Juan Capistrano, CA 92675 agree as follows:

1. Product Summary

- 1.1. Products:** Customer shall purchase the following Solution Tree products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	Amount
Professional Development Services	\$47,600.00
Total	\$47,600.00

2. Professional Development Services

- 2.1. Description of Services:** Solution Tree agrees to provide the services described in Exhibit A—Description of Services.
- 2.2. Reproducibles:** Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.
- 2.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment and technical support for all sessions.
- 2.4. Recording of Presentation:** All audio, video, and digital recording of the services is prohibited.
- 2.5. Cancellation:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.
- 2.6. Rescheduling:** If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

3. Payment Terms

- 3.1. Invoicing and Purchase Orders:** Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:



Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$9,520.00	Upon execution of contract
August PD	\$5,440.00	August 8, 2016
October PD	\$10,880.00	October 13, 2016
January PD	\$10,880.00	January 24, 2017
March PD	\$10,880.00	March 22, 2017

3.1.1. The total includes all travel, lodging, and other incidental expenses. All payment terms are net 30 days from the actual date of invoice. All late payments are subject to a finance charge of 1.5% monthly. Please make purchase order(s) out to: Solution Tree, 555 North Morton Street, Bloomington, IN 47404.

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.
- 4.2. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.
- 4.3. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.
- 4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default or breach of the same or a different kind.
- 4.5. Offer Valid:** The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.



This Agreement is acknowledged and accepted by Customer and Solution Tree:

Dave Stewart
Director of Professional Development
Capistrano Unified School District

7/22/16

Date

Shannon R. Ritz
Director of Professional Development
Solution Tree, Inc.

Date

Please fax or email this agreement to: Tony McGuiness
Fax: (866.308.3135)
Email: tony.mcguiness@SolutionTree.com



Exhibit A

Description of Services

SERVICE 1: Understanding the Work of Collaborative Leaders in PLC Schools (1 day, customized, onsite)

Date: 08/08/2016

Associate: Cassandra Erkens

Estimated Number of Participants: 60

Participant Demographics: K-12 Leaders

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: TBD

Cost of Service: \$6,800.00, inclusive of travel and expenses

Description of Service:

- Explore the 3 big ideas of PLCs
- Identify the leadership skills and strategies needed to support the work
- Identify the “look for’s” to support on-going development of PLC teams
- Examine team meetings relative to desired criteria
- Make leadership decisions regarding appropriate next steps

SERVICE 2: Collaborative Cultures (2 days, customized, onsite)

Date: 10/13/2016 to 10/14/2016

Associate: Cassandra Erkens

Estimated Number of Participants: 60

Participant Demographics: Secondary Staff

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: TBD

Cost of Service: \$13,600.00, inclusive of travel and expenses (\$6,800.00 per day for 2 days)

Description of Service:

- Define true collaboration
- Identify characteristics and habits of healthy and productive learning teams (and links to assessment literacy to guide team work)
- Clarify role expectations (principal, coaches, teacher leaders, teams) in a collaborative culture
- Explore impact of culture on PLC effectiveness
- Team time:
 - Assess current status of Collaborative Culture
 - Link concept to in-district initiatives/efforts
 - Identify leadership implications



SERVICE 3: Focus on Learning (2 days, customized, onsite)

Date: 01/24/2017 to 01/25/2017

Associate: Cassandra Erkens

Estimated Number of Participants: 60

Participant Demographics: Secondary Staff

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: TBD

Cost of Service: \$13,600.00, inclusive of travel and expenses (\$6,800.00 per day for 2 days)

Description of Service:

- Identify common fallacies / traditional assessment practices that block learning
- Define assessment literacy
- Identify indicators of deep learning
- Explore artifacts from homework assignment for indications of deep learning
- Practice with protocols for mining evidence
- Team time:
 - Assess current status of Focusing on Learning
 - Link concept to in-district initiatives/efforts
 - Identify leadership implications

SERVICE 4: Focus on Results (2 days, customized, onsite)

Date: 03/22/2017 to 03/23/2017

Associate: Cassandra Erkens

Estimated Number of Participants: 60

Participant Demographics: Secondary Staff

Proposed Start Time: 8:00 AM

Proposed End Time: 3:00 PM

Workshop Location: TBD

Cost of Service: \$13,600.00, inclusive of travel and expenses (\$6,800.00 per day for 2 days)

Description of Service:

- Clarify expectations of focusing on results
- Define SMART Goals
- Explore Common Assessment data organization and protocols
- Practice with data analysis tools (use homework from session 2 to examine student work to 1) corroborate scores for consistency and 2) identify types of mistakes, errors, or misconceptions that require focused reengagement in the learning).
- Explore Pyramids of Intervention
- Team time:
 - Assess current status of Focusing on Results
 - Link concept to in-district initiatives/efforts
 - Identify leadership implications



CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: David Stewart
Title: Executive Director Professional Development
Phone: 949-234-9408
E-mail: dstewart@capousd.org
Fax: 949-489-0467

Who will receive and pay the invoices?

Contact: David Stewart
Title: Executive Director Professional Development
Phone: 949-234-9408
E-mail: dstewart@capousd.org
Fax: 949-489-0467



AVID Path to Schoolwide Training Agreement

This AVID Path to Schoolwide Training Agreement ("Agreement") entered into this 22nd day of August 2016, by and between AVID Center, (or "AVID"), a nonprofit corporation having its principal place of business at 9246 Lightwave Avenue, Suite 200, San Diego, CA 92123 and Capistrano Unified School District (hereinafter referred to as "Client"), having its principal place of business at 33122 Valle Rd, San Juan Capistrano, CA 92675.

Section 1. Training Details.

Training: AVID Path to Schoolwide Training

Strand	Dates	Time	Anticipated Number of Participants
AE: Foundations 3-6	09/27-28/2016	8a-3p	20

Description:

AVID Elementary: Foundations Implementation (Grades 3–6)

This strand is designed for grades 3–6 educators who are new to AVID Elementary. Participants will practice and discuss strategies, activities, and lessons focused on WICOR methodologies in order to facilitate students' access to rigorous academics across all content areas. As a result of this strand, participants will develop a clear understanding of WICOR and their role in an AVID Schoolwide system that provides differentiated instruction to students to help develop a culture of student success, academic achievement, and college and career awareness.

Prerequisite: Contracted AVID Elementary member site for the upcoming school year

Curriculum: AVID Elementary Foundations

Location: Kinoshita Elementary School - 2 Via Positiva, San Juan Capistrano, CA 92675

Shipping Contact: Jose Pedraza - 2 Via Positiva, San Juan Capistrano, CA 92675

Section 2. Training Requirements.

The coordination and funding for the training space is the sole responsibility of Client. The Client will register its participants in AVID's MyAVID system at my.avid.org.

In order to ensure quality training, the training space should be arranged as described below:

Each meeting room should be able to comfortably accommodate all participants with adequate seating and desk space. Client shall not allow the number of participants in any strand to exceed the room capacity. Should registrations increase to a point at which, in AVID's sole discretion, it becomes necessary to add a strand, AVID shall notify Client and the Client shall have the option to add the strand or decrease their number of registrations in such strand.

In order to provide a quality presentation, the following pieces of equipment should be provided, set up and tested for function prior to the start of the training:

- LCD Projector and Screen
- Chart paper and easel

Section 3. Price and Payment Terms.

Pricing Schedule Per Strand Section

0-19 participants = \$8,250.00 per strand

20-24 participants = \$425 per participant

25-29 participants = \$415 per participant

30+ participants = \$395 per participant

Minimum Contract Fee: \$8,500.00

Client agrees to pay AVID whichever is greater:

- a) the Minimum Contract Fee as listed herein;

EXHIBIT 7



AVID Path to Schoolwide Training Agreement

- b) for each strand, the number of registrations in MyAVID as of the first date of the strand(s) listed herein, multiplied by the appropriate rate according to the Pricing Schedule herein, or
- c) for each strand, the actual number of participants that received training as indicated by the official sign-in sheets that are maintained on-site by the staff developer, multiplied by the appropriate rate according to the Pricing Schedule herein. The Parties agree to confer in good faith should any dispute arise regarding the count of actual number of participants.

AVID will invoice Client after the training has taken place; payment is due within 30 days from receipt of invoice.

Section 4. General Provisions.

Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID.

Title: Title to the AVID Trademarks, AVID Materials and AVID Methodologies shall always remain with AVID. Client shall not acquire any right, title or interest in the AVID Trademarks, AVID Materials or AVID Methodologies except the right to use the same pursuant to this Agreement. Client's use of the AVID Trademarks, AVID Materials and AVID Methodologies shall inure to AVID's exclusive benefit.

Proprietary Rights: The parties agree that AVID shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID's applications or registrations thereof, or the validity or enforceability of AVID's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

Cancellation Clause: If the Agreement is cancelled by the Client after August 28, 2016, Client shall pay AVID Center an amount equal to 25% of the Minimum Contract Fee listed above. The parties hereby agree that the damages incurred as a result of cancellation would be difficult for the two parties to arrive at, therefore hereby agree to use the foregoing calculation as liquidated damages. Client agrees to notify AVID Center of such cancellation within two business days of learning of the need of cancellation. AVID Center agrees that upon payment of the liquidated damages, it will not seek further relief.

AVID Center reserves the right in its sole discretion to cancel any strand for any reason, including but not limited to unavailability of trainer(s), until September 4, 2016. AVID Center will notify Client of such cancellation in a timely manner.

Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Client Warranty: Client warrants that it will only allow participants that are directly affiliated with the Client to attend the strand(s).

Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

Indemnification: Client shall indemnify and hold AVID harmless from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the Client or from any breach of the Agreement by Client.



AVID Path to Schoolwide Training Agreement


Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format.

Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

The Parties hereby indicate their agreement to the foregoing:

Authorized Signature
AVID

Date



Authorized Signature
Capistrano Unified School District

8/30/16

Date



AVID Center HQ
9246 Lightwave Ave
Suite 200
San Diego, CA 92123
Phone: (858) 380-4800
Fax: 1-800-915-6897

Quote: Capistrano Unified School District

To	From
Capistrano Unified School District	Shonnel Oson
Philippa Geiger	9246 Lightwave Ave
33122 Valle Road	San Diego, CA 92026
San Juan Capistrano, CA 92675	E-mail: soson@avidcenter.org

Summary

Total Amount:	\$68,340.00	Quote ID:	QUO-05913-P2R5K6
Shipping Method:	FedEx	Date:	6/7/2016
Payment Terms:	Net 30		
Number of SI:	9	Number of Elementary Libraries:	2
Number of Memberships:	14	Number of Middle Libraries:	1
Number of AVID Weekly:	11	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
------	------------	---------	----------	-------	-----------

Site:					
	Co-ADL Year 2	AVID District Leadership	1.00	\$4,000.00	\$4,000.00
		Ship To: David Stewart 33122 Valle Road, San Juan Capistrano, CA 92675 USA			

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Aliso Niguel High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Aliso Viejo Middle School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Capistrano Valley High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Dana Hills High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Del Obispo Elementary					
	C KITELEM	Elementary Curriculum Set	1.00	\$775.00	\$775.00
Program Level: Elementary		Ship To: Paul Kraft 25591 Camino del Avion, San Juan Capistrano, CA 92675 Delivery Date: 8/1/2016			
	MEMBERSHIP ELEMENTARY	AVID Membership Fees Elementary School	1.00	\$2,700.00	\$2,700.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	1.00	\$725.00	\$725.00
Site: Don Juan Avila Middle School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary					

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Don Juan Avila Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Program Level: Secondary					
Site: Kinoshita Elementary	C KITELEM	Elementary Curriculum Set	1.00	\$775.00	\$775.00
Program Level: Elementary		Ship To: Jose Pedreza 2 Via Positiva, San Juan Capistrano, CA 92675 Delivery Date: 8/1/2016			
	MEMBERSHIP ELEMENTARY	AVID Membership Fees Elementary School	1.00	\$2,700.00	\$2,700.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	4.00	\$725.00	\$2,900.00
Site: Ladera Ranch Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Marco Forster Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Newhart Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Niguel Hills Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: San Clemente High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: San Juan Hills High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Shorecliffs Middle School					
	C 1500RN	Middle School Library Set	1.00	\$4,370.00	\$4,370.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	4.00	\$725.00	\$2,900.00

Pre Freight Amount	\$68,040.00
Total Tax	\$0.00
Freight Amount	\$300.00
Total	\$68,340.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Assistant Superintendent, Education Services

Title

June 22, 2016

Date

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 **ADL Training:** AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 **Summer Institute:** The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 **Materials:** After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 **AVID National Office & Divisional Support:** AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Article II. Term of Exhibit

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum

As per AVID Elementary Curriculum Package being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum ("AVID Elementary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Elementary Curriculum

1.1 AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

1.2 Curriculum Library: Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site listed on the Quote as implementing the Elementary program prior to each AVID Member Site's initial implementation of AVID. Curriculum Library prices are set forth on the Quote. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites listed on the Quote with the Program Name including Elementary and for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Agreement ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership

As per AVID Elementary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership ("AVID Elementary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

1.3 AVID Center Support for AVID Elementary: AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;
- Permission to use the AVID Trademarks as described in Standard Terms and Conditions;
- Elementary AVID Weekly, an AVID Year in Review, and ACCESS academic journal for each AVID Member Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

1.4 AVID Reports: AVID Center agrees to provide Client with reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary. Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Elementary Methodology: AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

3.2 AVID Elementary Staff Training: Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute teams.

3.3 AVID Summer Institute: All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

3.4 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.4 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

Page 1 of 2

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

Article I. Definitions

1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable addenda.

1.2 AVID College Readiness System:

The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3 AVID Materials:

Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4 AVID Member Site:

Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5 AVID Methodologies:

Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 AVID Programs:

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (as indicated in parentheses). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 Payment Terms: The terms of when payment is due, as listed on the Quote.

1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

1.10 AVID District Director: District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2016 to June 30, 2017 unless earlier terminated as provided herein.

Article III. Licenses and Rights

Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 Compliance With Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and Certification processes.

Article IV. Compensation

- 4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

- 5.1 Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

- 6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

- 7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Capistrano Unified School District
CA



Signature: AVID Center Authorized

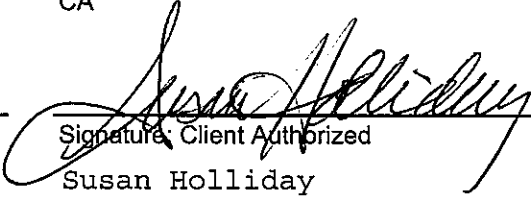
Robert Markee

Printed or Typed Name ~~AVID Center~~
CFO

Title

7/15/16

Date



Signature: Client Authorized
Susan Holliday

Printed or Typed Name
Assistant Superintendent,
Education Services

Title of Designee

June 22, 2016

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

**Authorization of Coaches to Provide First Semester Physical Education Credit
October 12, 2016**

ALISO NIGUEL HIGH SCHOOL

Last	First	Sport
Barnett	Keith	Basketball-B
Biggs	Paul	Golf
Butler	Peter	Volleyball
Colwell	Greg	Basketball-B
Hanson	Craig	Baseball
Lynch	Erick	Water Polo-G
Mashburn	Andrew	Football, Track-B/G, Tennis-G, Soccer
Middlebrook	Stacy	Cross Country
Puffer	Jon	Water Polo-B
Riach	Tom	Basketball-G
Riddle	Juanita	Cheer
Walsh	John	Cross Country
Weinberg	Dave	Marching Band
Westling	Kurt	Football

**CAPISTRANO VALLEY HIGH
SCHOOL**

Last	First	Sport
Addison	Chad	Tennis-G, Soccer-G, Volleyball-G, Cross Country-B/G, Pep Squad- JV/Varsity
Bordner	Rich	Wrestling
Bucher	Ernst	Football
Higginson	Patrick	Water Polo-G
Minier	Mike	Golf
Mulligan	Brian	Basketball-B
Schultz	Brian	Surf
Sorrell	Jason	Soccer-B
Waldukat	Andreas	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	Gold-B/G
Georgia	David	Basketball- G, Soccer, Water Polo- B, Tennis
Ortiz	Ashley	Cheer
Rosa	Matt	Water Polo- B, Swim-B
Sampson	Tim	Surf
Skinner	Phil	Football
Stinson	Rick	Stand Up Paddle
Wade	Steve	Drums

SAN CLEMENTE HIGH SCHOOL

Last	First	Sport
Brown	Rich	Wrestling
Calentino	Mark	Wrestling
Dill	Doug	Football
Hamro	Jon	Basketball-G, Soccer-G, Volleyball-G, Water Polo- B/G
Johnson	Daniel	Cross Country/Track and Field
Knights	Julie	Drama
Popovich	Marc	Basketball-B
Proodian	David	Cross Country-G
Reid	Matt	Cheer/Pep Squad
Soto	Tony	Marching Band
Stephens	John	Tennis-G

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
Moore	Farrell	Soccer
Roberts	Nate	Surf
Summers	Robert	Cross Country
Tinker	James	Golf
Wooten	Jeremy	Baseball

TESORO HIGH SCHOOL

Last	First	Sport
Brail	Rick	Baseball
Dileo	Tim	Tennis-G
Garrett	Steve	Basketball-B
Gibson	Mike	Swim
Magana	Andy	Marching Band
Olinger	Cathy	Marching Band
Pinon	Ryan	Surf
Polk	Rich	Volleyball- B/G
Poston	Matt	Football
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 October 12, 2016
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bogseth, Martha	Health Asst	Voluntary	09/07/2011	09/13/2016
2. Bullitt, Jennifer	IF-Sp Ed	Voluntary	03/09/2016	06/09/2016
3. Garcia Jr., Ramiro	Maintenance Plumber	Other Employment	04/14/2014	09/07/2016
4. Garcie De La Vega, Belen	Blngl Presch Teacher	Voluntary	02/24/2011	08/26/2016
5. Gordon, Gale	Inst Asst-Sp Ed	Other Employment	11/04/2014	08/07/2016
6. Keaney, Alison	IF-Autism	Relocation	01/23/2014	09/09/2016
7. Ortega, Brandon	Inst Asst-Sp Ed	Voluntary	08/23/2016	08/24/2016
8. Rinefort, Julie	Sub Inst Asst-Sp Ed	District Initiated	09/05/2012	09/21/2016
9. Scholz, Danielle	Sub Inst Asst-Sp Ed	District Initiated	09/11/2012	09/21/2016
10. Schwartz, Shelly	IF-Sp Ed	Voluntary	01/13/2012	09/06/2016
11. Sweeney, Valerie	Sub IF-Sp Ed	District Initiated	09/04/2014	09/21/2016
12. Wade, Gillian	IF-Sp Ed	Voluntary	09/10/2015	09/02/2016
13. White, Julia	Presch Teacher	Voluntary	01/03/2000	09/12/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
14. Christman, Meredith	Academic Advisor (10.75mo/40hpw)	\$ 3,731.57 mo	R35-1	09/14/2016
15. Garcia, Ricardo	Heavy Duty Mechanic (12mo/40hpw)	\$ 4,149.00 mo	R38-1	09/20/2016

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Adams, Christina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	10/03/2016
17. Beveridge, Kimberly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/21/2016
18. Broderick, Dana	LVN (9.5mo/25hpw)	\$19.03 hr	R30-1	09/22/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Buich, Ivan	HS Campus Supvr (9.5mo/15hpw)	\$16.82 hr	R25-1	09/16/2016
20. Castellano, Maricelle	LVN (9.5mo/25hpw)	\$19.03 hr	R30-3	09/22/2016
21. Chavez, Ernesto	Sch Bus Driver (9.5mo/hrs per bid)	\$18.70 hr	R28-1	09/13/2016
22. Chetakian, Kristen	LVN (9.5mo/25hpw)	\$19.03 hr	R30-1	09/22/2016
23. Enslen, Tanya	Elem Library Media Clerk (9.5mo/17.5hpw)	\$16.41 hr	R24-1	09/19/2016
24. Finnsson, Jonathan	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	09/15/2016
25. Gorsline, Melinda	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	09/15/2016
26. Humzeh, Alee	Sch Bus Driver (9.5mo/hrs per bid)	\$18.70 hr	R28-1	09/13/2016
27. Luu, Lan	Blngl Inst Asst (9.5mo/17.5hpw)	\$15.41 hr	R21-1	09/13/2016
28. Pekarek, Amie	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	09/12/2016
29. Perlow, Amy	MS Campus Supvr (9.5mo/15hpw)	\$16.01 hr	R23-1	09/13/2016
30. Richards, Roger	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	09/13/2016
31. Strampello, Renee	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/19/2016
32. Tehrani, Shohreh	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/19/2016
33. Veltri, Acacia	Inst Asst-Presch (9.5mo/17.5hpw)	\$16.01 hr	R23-1	09/21/2016
34. Zhao, Xiaohong	Blngl Inst Asst (9.5mo/17.5hpw)	\$15.41 hr	R21-1	09/12/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
35. Borsuk, Heather	Student Supvr	\$10.00 hr		09/09/2016
36. Chicas, Jazmin	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/13/2016
	IF-Sp Ed	\$15.62 hr	R22-1	
37. Chien, Karen	Student Supvr	\$10.00 hr		09/16/2016
38. Deines, Jami	Health Asst	\$17.67 hr	R27-1	09/08/2016
	LVN	\$19.03 hr	R30-1	
39. Ferguson, Rebecca	Health Asst	\$17.67 hr	R27-1	09/12/2016
	LVN			
40. Gleason, Alicia	Student Supvr	\$10.00 hr		09/13/2016
41. Kuzmanoff, George	Sch Bus Driver	\$18.70 hr	R28-1	09/14/2016
42. Lasala-Tuttle, Laurie	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/08/2016
	IF-Sp Ed	\$15.62 hr	R22-1	
43. Linder, Itzel	Clerk	\$16.01 hr	R23-1	09/08/2016
44. Panchak, Sheena	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/23/2016
	IF-Sp Ed	\$15.62 hr	R22-1	
45. Quader, Jenna	Student Supvr	\$10.00 hr		09/12/2016
46. Redding, Melanie	FS Worker	\$12.82 hr	R14-1	09/09/2016
	Student Supvr	\$10.00 hr		
47. Reynolds, Susan	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/22/2016
	IF-Sp Ed	\$15.62 hr	R22-1	
48. Sanchez, Daisy	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/23/2016
	IF-Sp Ed	\$15.62 hr	R22-1	
49. Sanseverino, Francoise	HS Campus Supvr	\$16.82 hr	R25-1	09/12/2016
50. Smith, Megan	Student Supvr	\$10.00 hr		09/12/2016
51. Wall, Kristin	Student Supvr	\$10.00 hr		09/12/2016
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
52. Alsamman, Dana	Student Supvr	\$10.00 hr		08/15/2016
53. Andriet, Lorraine	Student Supvr	\$10.00 hr		09/22/2016
54. Bukhari, Najia	Testing Asst	\$14.50 hr		09/20/2016
55. Church, Paige	Student Supvr	\$10.00 hr		08/15/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
56. Clarke, Brittany	Student Supvr	\$10.00 hr		08/15/2016
57. Dietrich, Jennifer	Student Supvr	\$10.00 hr		08/12/2016
58. Elliott, Soyon	Student Supvr	\$10.00 hr		08/15/2016
59. Hill-Gumm, Erin	Student Supvr	\$10.00 hr		09/19/2016
60. Lambrakis, Kelly	Student Supvr	\$10.00 hr		08/15/2016
61. Larmand, Matt	Student Supvr	\$10.00 hr		08/15/2016
62. Linhart, Barbara	Student Supvr	\$10.00 hr		08/15/2016
63. Macchiaroli, Marge	Student Supvr	\$10.00 hr		08/22/2016
64. Orellana, Marina	Student Supvr	\$10.00 hr		08/15/2016
65. Perakis, Monica	Student Supvr	\$10.00 hr		08/16/2016
66. Qureshi, Farhat	Student Supvr	\$10.00 hr		08/15/2016
67. Roldan, Audriana	Student Supvr	\$10.00 hr		08/15/2016
68. Rowland-Mullen, Willow	Student Supvr	\$10.00 hr		08/15/2016
69. Santilli, Jessica	Student Supvr	\$10.00 hr		08/15/2016
70. Scullion, Claire	Testing Asst	\$14.50 hr		09/21/2016
71. Stoneff, Candice	Student Supvr	\$10.00 hr		08/15/2016
72. Sundararajan, Kalaivani	Student Supvr	\$10.00 hr		08/18/2016
73. Urquhart, Marcie	Student Supvr	\$10.00 hr		08/15/2016
74. Zolog, Mirela	Student Supvr	\$10.00 hr		08/15/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
75. Daigh, Rebekah	Color Guard	Capistrano Valley HS	\$ 8,000.00	07/01/2016- 06/30/2017
76. Luna, Danielle	Dance	San Clemente HS	\$ 2,000.00	08/01/2016- 06/01/2017
77. Westling, Wayne	Golf, Boys'	Aliso Niguel HS	\$ 500.00	08/15/2016- 09/30/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
78. Altimirano, Jesse	Custodian I (12mo/40hpw)	Maintenance Worker (Temp/40hpw)	R34-10	07/05/2016- 08/19/2016
79. Boardman, Terri	Sch Secretary I (10.5mo/40hpw)	Activities Account Clerk (Temp/40hpw)	R30-15	08/18/2016- 10/14/2016
80. Galang, Arnel	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-20	08/15/2016- 09/30/2016
81. Garcia, Joe	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-10	08/15/2016- 09/15/2016
82. Garcia, Migel	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-20	08/08/2016- 08/19/2016
83. Mansoor, Jennifer	Sch Secretary I (10.5mo/40hpw)	Benefits Tech (12mo/40hpw)	R34-4	09/27/2016
84. Nguyen, Paul	Technology Support Spec I (12mo/40hpw)	Technology Support Spec III (12mo/40hpw)	R48-10	09/21/2016
85. Rhodes, Henry	Custodian II (12mo/40hpw)	Maintenance Worker (Temp/40hpw)	R34-10	08/29/2016- 10/03/2016
86. Romero, Ivette	Inst Asst-Presch (9.5mo/15hpw)	Blngl Inst Asst-Presch (9.5mo/15hpw)	R24-10	09/14/2016

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
87. Albertini, Joana	Student Supvr (9.5mo/15.6hpw)	Student Supvr (9.5mo/11.5hpw)		08/16/2016
88. Badr, Abeer	Student Supvr (9.5mo/16hpw)	Student Supvr (9.5mo/19hpw)		08/15/2016
89. Delong, Amber	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/12.5hpw)		08/15/2016
90. Edwards, Carrie	Student Supvr (9.5mo/10.5hpw)	Student Supvr (9.5mo/15.5hpw)		08/15/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
91. Giauque, Mark	HS Campus Supvr (9.5mo/17.5hpw)	HS Campus Supvr (9.5mo/35hpw)	R25-5	09/26/2016
92. Grigsby, Lisa	Student Supvr (9.5mo/12hpw)	Student Supvr (9.5mo/12.75hpw)		08/15/2016
93. Golden, Jessica	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/19hpw)		08/15/2016
94. Gunn, Julie	Student Supvr (9.5mo/17.2hpw)	Student Supvr (9.5mo/18.75hpw)		08/15/2016
95. Haley, Dana	Student Supvr (9.5mo/10.5hpw)	Student Supvr (9.5mo/10hpw)		08/15/2016
96. Hamilton, Jeff	Student Supvr (9.5mo/7.1hpw)	Student Supvr (9.5mo/5hpw)		08/15/2016
97. Handajani, Cynthia	Student Supvr (9.5mo/15hpw)	Student Supvr (9.5mo/12.5hpw)		08/15/2016
98. Harmon, Cheryl	MS Campus Supvr (9.5mo/15hpw)	MS Campus Supvr (9.5mo/17.5hpw)	R23-4	08/12/2016
99. Henriksen, Dolores	Student Supvr (9.5mo/7.4hpw)	Student Supvr (9.5mo/10.8hpw)		08/15/2016
100. Hill, Nicola	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/17hpw)		08/15/2016
101. Kane, Tiffany	Student Supvr (9.5mo/20hpw)	Student Supvr (9.5mo/13.25hpw)		08/15/2016
102. Kobel, Karissa	Student Supvr (9.5mo/12.5hpw)	Student Supvr (9.5mo/14.5hpw)		08/15/2016
103. Lavayen, Magdalena	Student Supvr (9.5mo/10.5hpw)	Student Supvr (9.5mo/10hpw)		08/15/2016
104. Lee, Jung	Student Supvr (9.5mo/6hpw)	Student Supvr (9.5mo/23.7hpw)		08/15/2016
105. Macedo, Manuela	Student Supvr (9.5mo/3.5hpw)	Student Supvr (9.5mo/16.75hpw)		08/15/2016
106. Maier, Gloria	Student Supvr (9.5mo/17.5hpw)	Student Supvr (9.5mo/22.5hpw)		08/15/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
107. Martinez-Rama, Blanca	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/12hpw)		08/15/2016
108. McDermott, Audra	Student Supvr (9.5mo/18.5hpw)	Student Supvr (9.5mo/20hpw)		08/15/2016
109. Meyer, Catherine	HS Campus Supvr (9.5mo/35hpw)	HS Campus Supvr (9.5mo/15hpw)	R25-4	09/06/2016
110. Miner, Callie	Student Supvr (9.5mo/11.8hpw)	Student Supvr (9.5mo/20hpw)		08/15/2016
111. Morton, Jennifer	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/12.5hpw)		08/15/2016
112. Oakley, Ligia	Student Supvr (9.5mo/20hpw)	Student Supvr (9.5mo/18.75hpw)		08/15/2016
113. Parks, Nicole	Student Supvr (9.5mo/17.5hpw)	Student Supvr (9.5mo/15hpw)		08/15/2016
114. Pascual, Mickelle	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/13.75hpw)		08/15/2016
115. Power, Blair	Student Supvr (9.5mo/9hpw)	Student Supvr (9.5mo/17hpw)		08/15/2016
116. Pugmire, Renee	Student Supvr (9.5mo/24.5hpw)	Student Supvr (9.5mo/10hpw)		08/15/2016
117. Qureshi, Farhat	Student Supvr (9.5mo/6hpw)	Student Supvr (9.5mo/18.7hpw)		08/15/2016
118. Reslan, Khadijeh	Student Supvr (9.5mo/17.2hpw)	Student Supvr (9.5mo/18.75hpw)		08/15/2016
119. Robertson, Frida	MS Campus Supvr (9.5mo/15hpw)	MS Campus Supvr (9.5mo/17.5hpw)	R23-10	08/12/2016
120. Sanchez, Thania	Student Supvr (9.5mo/21hpw)	Student Supvr (9.5mo/2.8hpw)		08/15/2016
121. Sattari-Pour, Haleh	Student Supvr (9.5mo/15.6hpw)	Student Supvr (9.5mo/7.8hpw)		08/15/2016
122. Sinclair, Jena	Student Supvr (9.5mo/4.75hpw)	Student Supvr (9.5mo/9hpw)		08/15/2016
123. Suit, Sandy	Student Supvr (9.5mo/6hpw)	Student Supvr (9.5mo/22.6hpw)		08/15/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Swartz, Anna	Student Supvr (9.5mo/12.95hpw)	Student Supvr (9.5mo/9.55hpw)		08/15/2016
125. Tarnovskaia, Anastassia	Inst Asst-Presch (9.5mo/10.5hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R23-1	09/19/2016
126. Tatum, Jennifer	Student Supvr (9.5mo/11hpw)	Student Supvr (9.5mo/11.65hpw)		08/15/2016
127. Trudell, Jennifer	Student Supvr (9.5mo/3.5hpw)	Student Supvr (9.5mo/13hpw)		08/15/2016
128. Willanueva, Ramiro	MS Campus Supvr (9.5mo/10hpw)	MS Campus Supvr (9.5mo/15hpw)	R23-6	08/12/2016
129. Young, Courtney	Student Supvr (9.5mo/13.95hpw)	Student Supvr (9.5mo/20hpw)		08/15/2016

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
130. Armitag, David	Delegated Behind the Wheel Trainer TAA NTE 40hrs (Provide Training)	R30-15	08/10/2016- 06/30/2017
131. Gomez, Nancy	Delegated Behind the Wheel Trainer TAA NTE 40hrs (Provide Training)	R30-15	08/10/2016- 06/30/2017
132. Hernandez, Evelyn	Blngl Inst Asst-Sp Ed TAA NTE 40hrs (Assist with RSP assessments and provide translation)	R21-20	08/26/2016- 06/01/2017
133. LeVrier, William	Delegated Behind the Wheel Trainer TAA NTE 40hrs (Provide Training)	R30-15	08/10/2016- 06/30/2017
134. Lewitter, Ira	Delegated Behind the Wheel Trainer TAA NTE 40hrs (Provide Training)	R30-4	08/10/2016- 06/30/2017
135. Poching, Kennison	Delegated Behind the Wheel Trainer TAA NTE 40hrs (Provide Training)	R30-5	08/10/2016- 06/30/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
136. Alfafara, Renee	Student Supvr TAA NTE 10hrs (Supervise students)	08/15/2016- 06/09/2017
137. Augustin, Shari	FS Elem Cashier TAA NTE 5hrs (Assist with second chance breakfast)	09/19/2016- 12/22/2016
138. Blanco, Margaret	Blngl Elem Sch Clerk TAA NTE 30hrs (Translate IEP's)	08/23/2016- 06/02/2017
139. Castaneda, Juana	Student Supvr TAA NTE 75hrs (Provide child care for EL department)	09/06/2016- 06/09/2017
140. Catsouras, Anastasia	IF-Sp Ed TAA NTE 25hrs (Work with students full time)	08/29/2016- 09/02/2017
141. Chang, Constance	Blngl Inst Asst-Presch TAA NTE 25hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
142. Cibrian, Maria	Student Supvr TAA NTE 75hrs (Provide child care to EL department)	09/06/2016- 06/09/2017
143. Dalton, Arlene	Health Asst TAA NTE 150hrs (Augment current health office hours)	09/12/2016- 06/01/2017
144. Diaz, Margarita	Blng Inst Asst-Presch TAA NTE 25hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
145. Fuentes, Tara	Blng Inst Asst-Presch TAA NTE 5hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
146. Garcia De La Vega, Belen	Blng Inst Asst-Presch TAA NTE 5hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 09/02/2016
147. Giauque, Mark	HS Campus Supvr TAA NTE 20hrs (Provide campus safety)	08/22/2016- 09/22/2016
148. Graves, Karen	HS Campus Supvr TAA NTE 17hrs (Supervise after school detention)	05/12/2016- 06/08/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
149. Gurrola, Aida	Blng Inst Asst-Presch TAA NTE 27hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
150. Gutierrez, Susie	Student Supvr TAA NTE 10hrs (Supervise Students)	08/15/2016- 06/09/2017
151. Hannouche, Coralia	Blng Inst Asst-Presch TAA NTE 59hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
152. Lee, Te-I	Blng Inst Asst-Presch TAA NTE 59hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
153. Lohrbach, Michelle	HS Campus Supvr TAA NTE 4hrs (Assist with back to school night parking)	09/01/2016
154. Lopez, Alejandra	Blng Inst Asst-Presch TAA NTE 25hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
155. Luna, Evette	Blng Inst Asst-Presch TAA NTE 25hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
156. Mar, Araceli	Blngl Clerk TAA NTE 60hrs (Assist with organizing and distributing materials and supplies)	07/21/2016- 06/01/2017
157. McCarville, Suzette	Student Supvr TAA NTE 10hrs (Attend safety Training) Student Supvr TAA NTE 15hrs (Supervise students for PBIS training)	08/12/2016- 06/01/2017
158. Messinger, Deirdre	HS Campus Supvr TAA NTE 40hrs (Help the flow of traffic)	08/22/2016- 09/16/2016
159. Miller, Amber	Student Supvr TAA NTE 10hrs (Attend safety training) Student Supvr TAA NTE 15hrs (Supervise students for PBIS training)	08/12/2016- 05/30/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
160. Monico, Margara	Blngl Special Programs Liaison TAA NTE 30hrs (Facilitate McKinney-Vento shopping events)	08/30/2016- 06/02/2017
161. Perez, Rosa	Student Supvr TAA NTE 75hrs (Provide child care to EL department) Student Supvr TAA NTE 4hrs (Provide student supervision)	08/10/2016- 06/01/2017
162. Razzazian, Melody	Student Supvr TAA NTE 25hrs (Attend safety training) Student Supvr TAA NTE 15hrs (Supervise students for PBIS training)	08/12/2016- 06/01/2017
163. Reyna, Jasmin	Blng Inst Asst-Presch TAA NTE 25hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
164. Senate, Milisa	MS Campus Supvr TAA NTE 159hrs (Provide additional supervision as required)	08/15/2016- 06/01/2017
165. Solis, Bertha	Blng Inst Asst-Presch TAA NTE 27hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
166. Vaca, Kaitelynn	LVN TAA NTE 40hrs (Monitor and administer specialized health care)	08/15/2016- 12/22/2016
167. Vargas, Sonia	Student Supvr TAA NTE 75hrs (Provide child care for EL department)	09/06/2016- 06/09/2017
168. Velasco, Mirozlava	Blng Inst Asst-Presch TAA NTE 25hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
169. Villegas, R. Graciela	Student Supvr TAA NTE 75hrs (Provide child care for EL department)	09/06/2016- 06/09/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
170. Whiting, Susan	IF-Sp Ed TAA NTE 4hrs (Accompany student to Back to School Dance)	08/01/2016- 08/01/2016
171. Winterbottom, Kelsey	Student Supvr TAA NTE 10hrs (Supervise Students)	08/15/2016- 06/09/2017
172. Ybarra, Gigi	Blng Inst Asst-Presch TAA NTE 59hrs (Attend orientation, clean-up, BTSN meetings)	08/12/2016- 06/09/2017
173. Zardinjad, Mahnaz	Student Supvr TAA NTE 15hrs (Supervise students for PBIS training)	08/15/2016- 06/01/2017
174. Zavaleta, Jaqueline	Blng Inst Asst-Presch TAA NTE 25hrs (Translate for orientations, meetings, and PLC)	08/12/2016- 06/09/2017
175. Zornoza, Myrna	Blngl Comm Svc Liaison TAA NTE 200hrs (Provide translation/interpretation support)	08/15/2016- 06/09/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Askew, Kayla	Sub Teacher	Other Employment	08/19/2016	09/13/2016
2. Darrow, Heather	Asst Principal, Elem Sch	Other Employment	11/16/2015	09/02/2016
3. Fincher, Mary	Sub Teacher	Voluntary	10/15/2015	09/21/2016
4. Wiggins, Jeremy	Teacher	Personal	09/03/2013	06/10/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
5. Drake, Melody	Teacher	\$51,872	A-1	10/03/2016
6. Karbasion, Roya	Teacher	\$51,872	A-1	09/19/2016

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

7. Finman, Marie

APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per day

8. Clark, Katherine

9. Clark, Paula

10. Pasquarella, Helena

11. Vopat, Susan

APPROVE 6/5ths ASSIGNMENT 1st SEMESTER

Not to exceed \$20,966 for 6/5ths section

12. Backal, William

13. Beckley, Shelley

14. Compean, Laura

15. Cunningham, Craig

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE 6/5ths ASSIGNMENT 1st SEMESTER (Cont.)

Not to exceed \$20,966 for 6/5ths section

- | | |
|-------------------------|-----------------------|
| 16. Dang, Dolores | 25. Miller, Theresa |
| 17. Danna, Mary | 26. O'Rourke, Patrick |
| 18. Dollar, Christopher | 27. Ortiz, Ashley |
| 19. Gross, Deanna | 28. Ralph, Jennifer |
| 20. Hudson, Randy | 29. Reid, Rebecca |
| 21. Kunze-Thibeau, Lori | 30. Smith, Ryan |
| 22. Litus, Lauren | 31. Wallace, Tiffany |
| 23. Mesa, Sandra | 32. Young, Michael |
| 24. Miller, Matt | |

APPROVE 6/5ths ASSIGNMENT-FULL YEAR

Not to exceed \$20,966 for 6/5ths section

- | | |
|------------------------|-------------------------|
| 33. Breithaupt, Teresa | 38. Laving, Steve |
| 34. Dorn, Michele | 39. Robustelli, Lucille |
| 35. Howell, Brian | 40. Rusinkovich, Jacob |
| 36. Khalaf, Reem | 41. Snowden, Marybeth |
| 37. Laving, Melanie | 42. Wilmer, Trey |

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
43. Belshe, Raquel	ATAP I	ATAP I	08/11/2016- 06/02/2017
44. Benjamin, Carolyn	Teacher-80%	Teacher-100%	08/11/2016
45. Brick, Jill	ETAP I	ETAP I	08/11/2016- 06/02/2017
46. Brizendine, Melissa	ETAP II	ETAP II	08/08/2016- 06/06/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
47. Calkine, Joan	ETAP I	ETAP I	08/11/2016- 06/02/2017
48. Cornejo, Edward	STAP II	STAP II	08/08/2016- 06/06/2017
49. Eltiste, Ellen	Teacher	ETAP I	08/11/2016- 06/02/2017
50. Fischer, Valery	ETAP I	ETAP I	08/11/2016- 06/02/2017
51. Hawkins, Tracy	Teacher	STAP II	08/08/2016- 06/06/2017
52. Hill, Erin	ETAP I	ETAP I	08/11/2016- 06/02/2017
53. Holloway, Melisa	Teacher-80%	Teacher-100%	08/11/2016
54. Keim, Barbara	ETAP I	ETAP I	08/11/2016- 06/02/2017
55. LeDuc, James	Teacher-80%	Teacher-100%	08/11/2016
56. Loh, Nicole	ETAP II	ETAP I	08/11/2016- 06/02/2017
57. MacAlistaire-Frey, Rachiel	Teacher-100%	Teacher-80%	08/11/2016
58. Martin-Wilson, Liz	ETAP I	ETAP I	08/11/2016- 06/02/2017
59. Mele, Jennifer	Teacher	STAP I	08/11/2016- 06/02/2017
60. Middlekauff, Marianne	ETAP I	ETAP I	08/11/2016- 06/02/2017
61. Miller, Stephanie	Speech Pathologist-20%	Speech Pathologist-70%	08/22/2016
62. Ortiz, Ashley	STAP I	STAP I	08/11/2016- 06/02/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
63. Ploskina, Candace	Teacher	STAP I	08/11/2016- 06/02/2017
64. Porzuczek, Karin	STAP I	STAP I	08/11/2016- 06/02/2017
65. Richardson, Katrine	Teacher	ETAP I	08/11/2016- 06/02/2017
66. Robertson, Julie	ETAP I	ETAP I	08/11/2016- 06/02/2017
67. Sampson, Audra	Teacher-100%	Teacher-80%	08/11/2016
68. Swenson, Elizabeth	Teacher-60%	Teacher-100%	08/11/2016
69. Taylor, Pamela	ETAP I	ETAP I	08/11/2016- 06/02/2017
70. Thompson, Catherine	Teacher	STAP II	08/08/2016- 06/06/2017
71. Vedova, Michelle	Teacher	ETAP I	08/11/2016- 06/02/2017
72. Waldukat, Andy	STAP I	STAP II	08/08/2016- 06/06/2017
73. Young, Michael	ETAP I	ETAP I	08/11/2016- 06/02/2017

APPROVE RETIRED ADMINISTRATOR ON SPECIAL ASSIGNMENT

Pay at daily per diem rate of \$305.62 per day
07/01/2016-06/10/2017

74. Lewis, Rachel

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS

Homework Club - Multiple Sites

Not to exceed 35 hours pay instructional rate @ \$35.00 per hour

09/07/2016-05/25/2017

75. Meyer, Ruth

77. Pagel, Velda

76. Morales, Thomas

Saturday School - Multiple Sites

Not to exceed 33 hours instructional pay @ \$35.00 per hour

08/15/2016-06/01/2017

78. Beukema, John

84. Raub, Kristin

79. Boyle, Jeanette

85. Rigby, Michael

80. Harris, Rob

86. Sanchez, Stephanie

81. Kauo, Joe

87. Selikson, Debbie

82. Manzottie, Marie

88. Trotter, Chad

83. Park, Rebecca

89. Williamson, Jacob

Grade Level Action Planning and Leadership Team - Chapparral Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour

08/15/2016-06/01/2017

90. Adams, Amy

94. Procter, Michelle

91. Cameron, Bonnie

95. Takacs, Lynn

92. Dragovich, Adele

96. Valdez, Debbie

93. McLaren, Chris

Before School Homework Club Support - Don Juan Avila Elem

Not to exceed 31 hours instructional pay @ \$35.00 per hour

09/12/2016-05/26/2017

97. Backal, William

99. Quest, Mark

98. McDevitt, Ron

100. Waterman, Chuck

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Coordinator-Internationl Baccalaureate- Hankey Elem

Not to exceed 22 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

101. Baldwin, Jennifer

Teach After School Class - Hidden Hills Elem

Not to exceed 25 hours instructional pay @ \$35.00 per hour
08/15/2016-06/02/2017

102. Morgan, Lynne

Performing DLT Task - Kinoshita Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
09/06/2016-06/01/2017

103. Andre, Marla

Prep for FSEA - Kinoshita Elem

Not to exceed 7 hours non-instructional pay @ \$30.00 per hour
09/06/2016-06/01/2017

104. Johnson, Marsha

105. Rodda, Rosalee

Teach FSEA - Kinoshita Elem

Not to exceed 14 hours instructional pay @ \$35.00 per hour
09/06/2016-06/01/2017

106. Johnson, Marsha

107. Rodd, Rosakee

ILT for 2016/2017 - Kinoshita Elem

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/01/2017

108. Andre, Marla

111. Hendrickson, Katharine

109. Dang, Gina

112. Johnson, Marsha

110. Duarte, Amy

113. Ridgway, Damon

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend WFTB Trainings- Kinoshita Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
09/01/2016-09/30/2016

- | | |
|-----------------------------|----------------------|
| 114. Andre, Marla | 123. Kaaz, Susan |
| 115. Biggs, Stacy | 124. Murphy, Cynthia |
| 116. Cortez, Jennifer | 125. Nieto, Lillian |
| 117. Dang, Gina | 126. O'Kane, Monika |
| 118. Duarte, Amy | 127. Regan, Lynda |
| 119. Gearn, Gina | 128. Ridgway, Damon |
| 120. Guilbert, Geralyn | 129. Rodda, Rosalee |
| 121. Hendrickson, Katharine | 130. Rojas, Christy |
| 122. Johnson, Marsha | 131. Rose, Stephany |

Attend WFTB Trainings- Kinoshita Elem (Cont.)

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
09/01/2016-09/30/2016

- | | |
|---------------------------|----------------------------|
| 132. Scarborough, Shannon | 135. Van Hofwegen, Martyne |
| 133. Shea, Dawn | 136. Velarde, Valerie |
| 134. Tonai, Jennifer | |

Prep for After School Intervention - Las Palmas Elem

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
08/31/2016-06/01/2017

137. Hendrickson, Rachel

After School Intervention - Las Palmas Elem

Not to exceed 30 hours instructional pay @ \$35.00 per hour
08/31/2016-06/01/2017

138. Hendrickson, Rachel

Attend ACE Meetings - Marblehead Elem

Not to exceed 72 hours non-instructional pay @ \$30.00 per hour
08/31/2016-06/01/2017

- | | |
|---------------------|--------------------|
| 139. Connell, Sandy | 140. Smith, Nicole |
|---------------------|--------------------|

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Leadership Data Analysis Meetings - RH Dana Elem

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour

09/01/2016-06/01/2017

141. Brown, Robynne

143. Pederson, Janet

142. Paradise, Susan

144. Pitkin, Bonny

"Write from the Beginning" Training - San Juan Elem

Not to exceed 6 hours pay sub rate @ \$21.00 per hour

08/09/2016-06/01/2017

145. Galvan-Lawson, Elsa

Classroom Presentations During PTA Meetings - San Juan Elem

Not to exceed 2 hours instructional pay @ \$35.00 per hour

09/07/2016-06/01/2017

146. Camacho, Isis

153. Perez, Carmen

147. Garcia-Serrato, Martha

154. Porter, Jacqueline

148. Jacques, Pierre

155. Sabad, Bernardo

149. Liceaga Reyes, Gabriela

156. Sandoval, Rocio

150. Mesholzadeh, Raquel

157. Tawil, Gracie

151. Mondaca, Cesar

158. Vargas, Ricardo

152. Moreno, Ysela

159. Ward, Yesenia

Assist with Student Supervisor Interviews - Tijeras Creek

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

08/15/2016-09/01/2016

160. Cutkomp, Carol

Assist with Teacher Transfer Interviews - Tijeras Creek

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour

08/15/2016-09/01/2016

161. Morgan, Diana

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Conduct Kindergarten Assessment - Vista Del Mar Elem

Not to exceed 15 hours instructional pay @ \$35.00 per hour
07/27/2016-08/03/2016

162. Abott, Amy
163. Roulette, Stacy

164. Stamen, Barbara

Provide After School Support for ELD/Math - Marco Forster MS

Not to exceed 76 hours instructional pay @ \$35.00 per hour
09/12/2016-12/21/2016

165. Burbach, Ruth
166. Jimenez, Pablo
167. Mulcahy-Olsen, Eileem

168. Romero, Debra
169. Stough, Corey

Intervention-Core Support - Newhart MS

Not to exceed 55 hours instructional pay @ \$35.00 per hour
09/27/2016-05/25/2017

170. Hassett, Jasmine
171. Reardon, Lisa

172. Wendehost, Michelle

After School Program - Shorecliffs MS

Not to exceed 112 hours instructional pay @ \$35.00 per hour
09/12/2016-05/18/2017

173. Hammons, James

Zero Period Supervision - Vista Del Mar MS

Not to exceed 12 hours instructional pay @ \$35.00 per hour
08/15/2016-06/01/2017

174. Lascelles, Brandon

After School Tutorial Teacher - San Clemente HS

Not to exceed 120 hours instructional pay @ \$35.00 per hour
09/08/2016-06/01/2017

175. Bennett, Katie

176. Kerr, Bradley

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Proctoring After School Detention - Tesoro HS

Not to exceed 12 hours instructional pay @ \$35.00 per hour
09/16/2016-12/21/2016

177. Bowden, Stephanie
178. Gross, Deanna

179. Uminsky, Alma

After School Tutoring - Tesoro HS

Not to exceed 14 hours instructional pay @ \$35.00 per hour
09/06/2016-12/15/2016

180. Bowden, Stephanie
181. Lombardo, Monica
182. Manzotti, Maria

183. Marshall, Rebecca
184. O'Malley, Shannon

Assist Student Attainment of CCSS ELA and Recommend Support - Education Services

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
08/31/2016-06/01/2017

185. Ciolek, Rhonda
186. Henschel, Jennifer
187. Hill, Erin
188. Holley, Cindi
189. Jacques, Heather
190. LeFever-Mazzaro, Jill
191. Lightner, Elizabeth

192. McLaren, Christina
193. Mendoza, Wendy
194. Millat, Carrie
195. Munoz, Veronica
196. Taglieri, Christine
197. Thibault, Roberta

Attend CGI Training - Education Services

Not to exceed 2 days pay sub rate @ \$105.00 per day
07/24/2016-08/10/2016

198. Carter, Thomas
199. Gierstorfer, Beth
200. Rodriguez, Mary Lou

201. Rodriguez, Michelle
202. Stadel, Kari
203. Yousef, Evelyn

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Reading Intervention Trainings - Education Services

Not to exceed 2 days pay sub rate @ \$105.00 per hour

07/24/2016-08/10/2016

- | | |
|-----------------------------|--------------------------|
| 204. Acero-Ramirez, Teresa | 235. Garcia, Monica |
| 205. Baggio, Lisa | 236. Gebert, Elizabeth |
| 206. Bashor, Kelly | 237. Gibson, Elizabeth |
| 207. Begin Hann, Susanna | 238. Gray, Celeste |
| 208. Bell, Elizabeth | 239. Gruenewald, Eric |
| 209. Berger, Ann | 240. Hancock, Janet |
| 210. Berrest, Stacy | 241. Haupt, Mary |
| 211. Birke, Sue | 242. Hawley, Carrie |
| 212. Black, Margaret | 243. Henschel, Jennifer |
| 213. Bock, Susan | 244. Herrera, Deborah |
| 214. Boys, Josephine | 245. Hill, Erin |
| 215. Brown, Marilyn | 246. Hoffman, Christine |
| 216. Brubaker, Nina | 247. Hoffman, Todd |
| 217. Burkhardt, Jennifer | 248. Hughes, Sheri |
| 218. Cantacessi, Angela | 249. Isaksen, Sue |
| 219. Carney, Teri | 250. Johnson, Maria |
| 220. Chambers, Amanda | 251. Johnson, Robert |
| 221. Clinkinbeard, Marie | 252. Josephson, Shonna |
| 222. Collins, Kathleen | 253. Kaaz, Susan |
| 223. Cooper, Pamela | 254. Kilroy, Angela |
| 224. Dang, Gina | 255. Kopczynski, Lisa |
| 225. Darsow, Dina | 256. Koutroulis, Eliana |
| 226. Del Monico, Kim | 257. Langlely, Susan |
| 227. Del Pizzo, Colleen | 258. Lausterer, Lori |
| 228. Dembiec, Christopher | 259. Linder, Kelly |
| 229. Doane, Michele | 260. Lopinto, Steven |
| 230. Eberhart, Janis | 261. Loya-Amador, Imelda |
| 231. Elliott, Christopher | 262. Mackey, Maryann |
| 232. Faris, Anne Marie | 263. Marion, Gail |
| 233. Fernald, Lidia | 264. Martin, Christine |
| 234. Garcia-Serrato, Martha | 265. Mazzola, Elaine |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Reading Intervention Trainings - Education Services (Cont.)

Not to exceed 2 days pay sub rate @ \$105.00 per hour

07/24/2016-08/10/2016

- | | |
|---------------------------|---------------------------|
| 266. McEwan-Mulhern, Mary | 283. Robertson, Julie |
| 267. McKinistry, Shannon | 284. Rodriguez, MaryLou |
| 268. McPherson, Kathleen | 285. Samson, Kristen |
| 269. Mitchell, Kelsey | 286. Sherburne, Catherine |
| 270. Morris, Elizabeth | 287. Slade, Carol |
| 271. Nakamoto, Kim | 288. Smith, Hollen |
| 272. Neill, Kellie | 289. Steed, Stephen |
| 273. Nielson, Susan | 290. Sundin, Kellee |
| 274. O'Leary, Darla | 291. Swanson, Celeste |
| 275. Paine, William | 292. Theurer, Bernadette |
| 276. Paulsen, April | 293. Thomas, Wendy |
| 277. Pederson, Janet | 294. Velarde, Valerie |
| 278. Peterson, Christin | 295. Vleisides, Perra |
| 279. Phillips, Deanna | 296. Walker, Lorraine |
| 280. Rettele, Margaret | 297. Weckerle, Diane |
| 281. Reynolds, Suzanne | 298. Wilson, Mary |
| 282. Robbins, Valerie | 299. Winters, Randi |

Attend Training - Education Services

Not to exceed 1 day pay sub rate @ \$105.00 per day

08/08/2016-08/09/2016

- | | |
|------------------------|--------------------------------|
| 300. Beard, Stacey | 308. Jiron, Laurel |
| 301. Brown, Robynne | 309. Johnson, Maria |
| 302. DeLeese, Natalie | 310. Mays, Jeffrey |
| 303. Downing, Kimberly | 311. McAteer, Jennifer |
| 304. Dubel, Margaret | 312. More-Rivas, Trina |
| 305. French, Mikole | 313. Morrison-Lantz, Catherine |
| 306. Gustafson, Doug | 314. Nordenfors, Helena |
| 307. Jeu, Nancy | 315. Rodriguez, Mary Lou |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Training - Education Services (Cont.)

Not to exceed 1 day pay sub rate @ \$105.00 per day
08/08/2016-08/09/2016

- | | |
|--------------------------|-------------------------|
| 316. Sapp, Donna | 320. Stadel, Kari |
| 317. Sawdon, Kimberly | 321. Williams, Kimberly |
| 318. Serrano, Kelly | 322. Wulf, Carrie |
| 319. Sileci-Forney, Gina | |

District GATE Planning Meetings and Site GATE

Parent Meetings and Prep - Education Services

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
09/19/2016-06/01/2017

- | | |
|----------------------------|-------------------------|
| 323. Adlparvar, Cynthia | 335. Hauschild, Wendie |
| 324. Balck, Jennifer | 336. Hornig, Sarah |
| 325. Bartlett, Stephanie | 337. Johnson, Tracia |
| 326. Bennett, Kathy | 338. Keim, Barbara |
| 327. Borg, Shannon | 339. Martin-Wilson, Liz |
| 328. Castellana, Evelyn | 340. McAbee, Cristy |
| 329. Castro, Belen | 341. McGraw, Randall |
| 330. Cordina, Maureen | 342. Petzold, Dionne |
| 331. Cunningham, Christina | 343. Rodda, Rosalee |
| 332. Curran, Lauren | 344. Smiggs, Donna |
| 333. Evans, Kayla | 345. Thibault, Bobbie |
| 334. Greene, Kassi | 346. Ward, Yesenia |

Provide Support to English Learner Students - English Language Development

Not to exceed 92 hours non-instructional pay @ \$30.00 per hour
08/15/2016-06/09/2017

- | | |
|---------------------------|--------------------------|
| 347. Abuharoon, Christine | 353. Calkins, Joan |
| 348. Andersen, Jill | 354. Carter, Thomas |
| 349. Anderson, Kelly | 355. Chaddock, Laurie |
| 350. Bell, Beth | 356. Choquehuanca, Carol |
| 351. Bennett, Katie | 357. Collins, Kathleen |
| 352. Blanco, Sylvia | 358. Corona, Liliana |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Provide Support to English Learner Students - English Language Development (Cont.)

Not to exceed 92 hours non-instructional pay @ \$30.00 per hour

08/15/2016-06/09/2017

- | | |
|-----------------------------|---------------------------------|
| 359. Dorn, Michele | 383. Murphy, Jodi |
| 360. Elliot, Grace | 384. Neidl, Isabel |
| 361. Fermin, Cara | 385. O'Halloran, Karen |
| 362. Fleming, Stacey | 386. O'Husky, Carrie |
| 363. Foote, Carol | 387. O'Malley, Sylvia |
| 364. French, Mikole | 388. Pierce, Jonathan |
| 365. Frome, Lori | 389. Pino, David |
| 366. Furlong, Adriana | 390. Reardon, Lisa |
| 367. Garcia-Serrato, Martha | 391. Richardson, Kim |
| 368. Gearn, Gina | 392. Rivas, Trina |
| 369. Gonzalez, Jamie | 393. Schertzer, Kristen |
| 370. Hanly, Kim | 394. Schild, Natalie |
| 371. Hebbard, Kristina | 395. Shea, Dawn |
| 372. Iqbal, Sana | 396. Shultz, Michelle |
| 373. Jacobs, James | 397. Sweeney, Lorena |
| 374. Jacobson, Jennifer | 398. Thompson, Nicole |
| 375. Jones, Lindsay | 399. Tucker, Candice |
| 376. Ketelsleger, Marie | 400. Uminsky, Alma |
| 377. Labbe, Jennifer | 401. Vallejos, Stacy |
| 378. Lane, LuAnn | 402. Vazquez, Melody |
| 379. Levy, Jenna | 403. Vega, Raul |
| 380. McGuire, Carri | 404. Villafranca-Ruiz, Estrella |
| 381. McKeon, Sarah | 405. Winters, Randi |
| 382. McLaren, Christina | |

Instruct Behavior and Universal Design for Learning Training Classes - Special Education

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour

08/05/2016-08/10/2016

- | | |
|--------------------|--------------------|
| 406. Bolla, Brenda | 407. Nelson, Shari |
|--------------------|--------------------|

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Counseling Services - Student Services

Not to exceed 120 hours non-instructional rate @ \$30.00 per hour
08/22/2016-09/29/2016

408. Ganger, Briana

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
409. Backlin, Dai	ASB, Elem-50%	Tijeras Creek Elem	\$ 701.00	08/15/2016- 06/02/2017
410. Bennett, Kathy	Outdoor Ed, Elem	Bergeson Elem	\$ 117.00 per night	10/04/2016- 10/07/2016
411. Borg, Shannon	Outdoor Ed, Elem	Hidden Hills Elem	\$ 117.00 per night	10/19/2016- 10/21/2016
412. Castellana, Evelyn	ASB, Elem-50%	Palisades Elem	\$ 701.00	09/01/2016- 06/01/2017
413. Fairweather, Roklyn	Outdoor Ed, Elem	Hidden Hills Elem	\$ 117.00 per night	10/18/2016- 10/21/2016
414. Jones, Karyn	Outdoor Ed, Elem	Bergeson Elem	\$ 117.00 per night	10/04/2016- 10/07/2016
415. Mitchell, Kelsey	ASB, Elem-50%	Palisades Elem	\$ 701.00	09/01/2016- 06/01/2017
416. Morgan, Diana	ASB, Elem-50%	Tijeras Creek Elem	\$ 701.00	08/15/2016- 06/01/2017
417. Puccinelli, Susan	Department Chair, Science	Vista Del Mar MS	\$ 3,268.00	08/15/2016- 06/01/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of October 12, 2016
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
418. Barnett, Keith	Basketball, Boys' Freshman	Aliso Niguel HS	\$ 3,000.00	08/15/2016- 10/31/2016
	Basketball, Boys' Soph		\$ 3,000.00	
	Basketball, Boys' JV		\$ 3,000.00	
	Basketball, Boys' Varsity		\$ 3,000.00	
419. Calahan, Michael	Basketball, Boys, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	08/15/2016- 10/31/2016
420. Colwell, Gregory	Wrestling, Varsity (Head)	Aliso Niguel HS	\$ 800.00	09/15/2016- 10/31/2016
421. Gellatly, David	Baseball, (Head)	San Clemente HS	\$ 3,500.00	09/01/2016- 12/01/2016
422. Horton, Todd	Track, (Asst)	San Clemente HS	\$ 2,000.00	08/08/2016- 11/04/2016
423. Lynch, Erick	Water Polo, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,000.00	08/15/2016- 10/31/2016
424. Mosier, Jason	Surf	Aliso Niguel HS	\$ 1,500.00	08/01/2016- 10/30/2016
425. Puffer, Jon	Water Polo, Boys' Frosh/Soph (Head)	Aliso Niguel HS	\$ 3,000.00	08/15/2016- 10/31/2016
	Water Polo, Girls' Varsity (Asst)		\$ 500.00	
426. Turney, Jason	Golf, Boys'	Aliso Niguel HS	\$ 500.00	08/15/2016- 09/30/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
July 13, 2016
EDUCATION CENTER – BOARD ROOM

President Hanacek called the meeting to order at 5:32 p.m.

**Call to Order/
Adjourn to Closed
Session**

At 5:32 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel - Anticipated Litigation; and Public Employment and Evaluation of Performance.

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, and Reardon

Absent: None

The Pledge of Allegiance was led by President Amy Hanacek.

**Pledge of
Allegiance**

President Hanacek asked everyone to recite the Pledge of Allegiance in remembrance of Marian Bergeson.

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 Hatton-Hodson and motion carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the
Board Agenda**

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Hanacek announced all speakers will be heard for oral comments.

**Oral
Communications**

The following speakers addressed the Board:

- *Tracy Green spoke to request the inclusion of all grade levels in High School be granted access to AP Studio Arts.*
- *Julie Collier spoke regarding teacher effectiveness.*
- *Dawn Urbanek spoke regarding the Local Control Funding Formula, budgets and contracts.*
- *Michelle Hart spoke to pay tribute to Marian Bergeson.*

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

It was moved by Trustee McNicholas and Seconded by Trustee Reardon, and motion carried by a 7-0 vote to not hear the Level 4 Complaint.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon

NOES: None
ABSENT: None

Agenda Item #3B – Public Employment and Evaluation of Performance

No reportable action.

Superintendent Vital paid tribute to and honored Marian Bergeson.

She spoke on the addition of the July 13, 2016 Board Meeting to continue the discussion regarding facilities funding.

**Board and
Superintendent
Comments**

Discussion/Action Items

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item. Clark Hampton introduced Keith Weaver, Government Financial Strategies to present information on this item.

**General
Obligation Bond
Measure Options
Agenda Item 3**

The following speakers addressed the Board:

- *Laura Ferguson spoke against the bond.*
- *Greg Young spoke in favor of a mutually agreed upon decision regarding the bond.*
- *Dawn Urbanek spoke against the general obligation bond.*
- *Carrie Kitcher spoke against the general obligation bond.*
- *Michelle Fleming spoke in favor of the general obligation bond.*

This item is information only.

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

**Resolution No.
1617-01
Districtwide
School Bond
Election
Agenda Item 4**

The following speakers addressed the Board:

- *Linda Verraster spoke in favor of the bond.*

Following discussion, it was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 7-0 vote to table the item until the discussion of SFIDs in Item 5 through Item 12 was completed.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

**Resolution No.
1617-02 School
Facilities
Improvement
District
Agenda Item 5**

Following discussion, it was moved by Trustee Pritchard, and seconded by Trustee McNicholas to adopt Resolution No. 1617-02, Intention to Form a School Facilities Improvement District. Trustee Jones made a subsequent motion, seconded by Trustee Alpay to table Agenda Item 5 and return to Agenda Item 3 to further continue

discussion and poll the Trustees on their preference of SFIDs or a General Obligation Bond.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

Following discussion, the Board was polled on their preference between a general obligation bond and SFIDs to assist in guiding the discussion.

Trustees Alpay, Hanacek, Hatton-Hodson, McNicholas, and Pritchard polled with a preference on two SFIDs; One including Rancho Mission Viejo and one excluding Rancho Mission Viejo. Trustee Reardon was not in support of two separate SFIDs and prefers an individual SFID per city.

Trustee Jones abstained from providing a response.

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee McNicholas, and motion carried by a 6-1 Roll Call vote to adopt Resolution No. 1617-02, Intention to Form a School Facilities Improvement District #2.

The motion was amended to reflect changes to the District boundary map of SFID #2 as directed by Trustees to staff.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard
NOES: Trustee Reardon
ABSENT: None

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

Following discussion, it was moved by Trustee Hatton-Hodson, seconded by Trustee McNicholas to adopt Resolution 1617-03, School Facilities Improvement District In The Rancho Mission Viejo Area.

Trustee Alpay stated that the Board does not need to address future needs at this time and should not vote on the item. Trustee Hatton-Hodson withdrew her motion.

Trustee Alpay made a subsequent motion, seconded by Trustee Reardon, and motion carried by a 7-0 vote to table Agenda Item #6 indefinitely.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

It was moved by Trustee McNicholas and seconded by Trustee Alpay to table Agenda Item 7 through Agenda Item 12 indefinitely. The motion was then amended to

**Resolution No.
1617-03 School
Facilities
Improvement
District In The
Rancho Mission
Viejo Area
Agenda Item 6**

exclude Agenda Item 11 to hear the Blue Card speaker for the item.

Following clarification, it was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 6-1 vote to table Agenda Item 7 through Agenda Item 12 with the exclusion of Agenda Item 11.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard
NOES: Trustee Reardon
ABSENT: None

This item was tabled indefinitely.

This item was tabled indefinitely.

This item was tabled indefinitely.

This item was tabled indefinitely.

President Hanacek recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

The following speakers addressed the Board:

- Dawn Urbanek spoke regarding the bond and Master Facilities Plan.

**Resolution No.
1617-04 School
Facilities
Improvement
District in the
Aliso Viejo Area
Agenda Item 7
Resolution No.
1617-05 School
Facilities
Improvement
District in the
Dana
Point/Laguna
Niguel Area
Agenda Item 8
Resolution No.
1617-06 School
Facilities
Improvement
District in the
Mission Viejo
Area
Agenda Item 9
Resolution No.
1617-07 School
Facilities
Improvement
District in the
Rancho Santa
Margarita/Orange
County Area
Agenda Item 10
Resolution No.
1617-08 School
Facilities
Improvement
District in the San
Clemente Area
Agenda Item 11**

This item was tabled indefinitely.

This item was tabled indefinitely.

**Resolution No.
1617-09 School
Facilities
Improvement
District in the San
Juan Capistrano
Area
Agenda Item 12**

It was moved by Trustee Reardon, seconded by Trustee Pritchard, and motion carried by a 7-0 vote to adjourn the meeting. **Adjournment**

President Hanacek announced the meeting adjourned at 9:38 p.m.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard and Reardon
NOES: None
ABSENT: None

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board Operations

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. (Ed. ~~ucation~~ 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. (Ed. ~~ucation~~ 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. ~~ucation~~ 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. ~~ucation~~ 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 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).)

5. The qualifications to be met by individuals to be employed by the school. (Ed. Code, § 47605, subd. (b)(5)(E).)

6. 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).)

CHARTER SCHOOLS AUTHORIZATION (continued)

7. 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).)
8. Admission requirements, if applicable. (Ed. Code, § 47605, subd. (b)(5)(H).)
9. 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).)
10. The procedures by which students can be suspended or expelled. (Ed. Code, § 47605, subd. (b)(5)(J).)
11. 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).)
12. 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).)
13. 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).)
14. 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).)
15. 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.)
16. The procedures to be used if the charter school closes, including, but not limited to: ~~(5 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

CHARTER SCHOOLS AUTHORIZATION (continued)

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.
- 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 SCHOOLS AUTHORIZATION (continued)

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).)

Legal Reference:

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

CHARTER SCHOOLS AUTHORIZATION (continued)

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

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.esba.org>

California Charter Schools Association: <http://www.calcharters.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~~

CHARTER SCHOOLS AUTHORIZATION (continued)

~~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.~~
- ~~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 SCHOOLS AUTHORIZATION (continued)

~~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

- ~~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~~

CHARTER SCHOOLS AUTHORIZATION (continued)

~~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 CODE~~

~~17280-17317 Field Act~~

~~17365-17374 Field Act, fitness for occupancy~~

~~33054 Waivers~~

~~41365 Charter school revolving loan fund~~

~~42100 Annual statement of receipts and expenditures~~

~~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, as amended~~

~~47640-47647 Special education funding for charter schools~~

~~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~~

CHARTER SCHOOLS AUTHORIZATION (continued)

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/cs>
Education Commission of the States: <http://www.ecs.org>
National Association of Charter School Authorizers: <http://www.charterauthorizers.org>
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

CHARTER SCHOOLS OVERSIGHT**Requirements for Charter Schools**

Charter schools are exempt from provisions of the Education Code unless they are expressly included in the law. However, charter schools are subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements including, but not limited to, requirements that each charter school:

1. Comply with the state and federal constitution and applicable state and federal laws.
2. Comply with state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code sections 54950-54963.
3. Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)
4. Not discriminate against any student on the basis of the characteristics listed in Education Code section 220. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)
5. Not charge tuition. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)
6. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools.
7. Adhere to all laws establishing the minimum age for public school attendance. (Ed. ~~ucation~~ Code, § 47610, subd. (c).)
8. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in California Code of Regulations, title 5, section ~~CCR~~ 11965, subdivision (h). (Ed. ~~ucation~~ Code, § 47612, subd. (b).)
9. Serve students with disabilities in the same manner as such students are served in other public schools. (Ed. ~~ucation~~ Code, §§ 47646, 56145.)
10. Admit all students who wish to attend the school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who

CHARTER SCHOOL OVERSIGHT (continued)

reside within the school's former attendance area. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(1).)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Ed. ~~ucation~~ Code, § 47605.3.)

b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the District, except as provided for in Education Code section 47614.5. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(2)(B).)

c. Other admissions preferences may be permitted by the chartering District on an individual school basis and only if consistent with the law. (Ed. ~~ucation~~ Code, § 47605, subd. (d)(2)(B).)

11. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code section 47605, subdivision (d). (Ed. ~~ucation~~ Code, § 48850; 42 U.S.C. § 11431-11435.)

12. If the school participates as a member of a special education local plan area (SELPA), it must comply with the requirements of Education Code sections 48850-48859 regarding the enrollment and placement of foster youth. (Ed. ~~ucation~~ Code, §§ 48853.5, 48859, 56195.1.)

13. If the school offers a kindergarten program: (~~Education Code 48000~~)

a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2. (Ed. Code, § 48000, subd. (c), (d).)

b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020. (Ed. Code, § 48000, subd. (g).)

14. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. ~~ucation~~ Code, § 47605, subd. (l).)

CHARTER SCHOOL OVERSIGHT (continued)

- ~~15. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the State Board of Education (SBE) through the 2015-16 school year. The school will not be required to comply with these requirements beginning in the 2016-17 school year. (20 USC 6319; 34 CFR 300.18).~~
16. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment. (Ed. ~~ucation~~ Code, § 44691.)
17. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law. (Ed. ~~ucation~~ Code, § 44830.1, 45122.1.)
18. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending, not later than 30 days after the change in employment status. (Ed. ~~ucation~~ Code, § 44030.5.)
19. Meet the requirements of Education Code section 47611 regarding the State Teachers' Retirement System. (Ed. ~~ucation~~ Code, § 47610, subd. (a).)
20. Meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment. (Ed. ~~ucation~~ Code, § 47611.5.)
- ~~21. If the school receives Title I funds, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds through the 2015-16 school year. (20 USC 6319). The school will not be required to comply with these requirements beginning in the 2016-17 school year.~~
22. Meet all statewide standards and conduct the student assessments required by Education Code sections 60605 and 60851 and any other statewide standards or assessments applicable to noncharter public schools. (Ed. ~~ucation~~ Code, §§ 47605, 47612.5.)
23. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school. (Ed. ~~ucation~~ Code, § ~~46201.2~~, 47612.5.)
24. If the school provides independent study, meet the requirements of Education Code sections 51745-51749.63, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code

CHARTER SCHOOL OVERSIGHT (continued)

- section 51745, subdivision (e). (Education Code 47612.5, 51747.3; Cal. Code Regs., tit. 5, § ~~CCR~~-11705.)
25. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education. (Ed. ~~ucation~~ Code, §§ 47612.5, 47634.2; Cal. Code Regs., tit. 5, § ~~CCR~~-11963.2.)
26. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. (Ed. ~~ucation~~ Code, § 221.9.)
27. If the school offers an athletic program, annually provide an information sheet about concussion and head injury to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to return to the activity. (Ed. ~~ucation~~ Code, § 49475.)
28. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs. (Ed. ~~ucation~~ Code, § 47605, subd. (c)(2).)
29. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. ~~ucation~~ Code, §§ 48907, 48950.)
30. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection. (Ed. ~~ucation~~ Code, § 47612.5, subd. (a)(2).)
31. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school District of the student's last known address within 30 days and, upon request, provide that District with a copy of the student's cumulative record, including a transcript of grades or report card, and health information. (Ed. ~~ucation~~ Code, § 47605, (d)(3).)

CHARTER SCHOOL OVERSIGHT (continued)

32. Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission on a standardized form each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days. (Education Code, § 69432.9.)

33. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

a. The facility complies with the Field Act pursuant to Education Code sections 17280-17317 and 17365-17374.

b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

(Ed. Code, §§ 47610, 47610.5.)

34. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)

a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device.

b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive.

c. Providing defense and indemnification to volunteers for any and all civil liability from such administration.

(Ed. Code, § 49414.)

35. Promptly respond to all reasonable inquiries from the District, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records. (Education Code, § 47604.3.)

36. Annually prepare and submit financial reports to the District's Board of Trustees and the County Superintendent of Schools in accordance with the following reporting cycle:

CHARTER SCHOOL OVERSIGHT (continued)

- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code section 47605, subdivision (g) will satisfy this requirement. (Ed. ~~ucation~~ Code, § 47604.33, subd. (a)(1).)
- b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the SBE template in accordance with Education Code 47606.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Ed. ~~ucation~~ Code-, §§ 47604.33, subd. (a)(2); 47606.5, subd. (a)(1), (2).)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Ed. ~~ucation~~ Code, § 47606.5, (c)-(e).)
- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Ed. ~~ucation~~ Code , § 47604.33, subd. (a)(3).)
- d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Ed. ~~ucation~~ Code, § 47604.33, subd. (a)(4).)
- e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Ed. ~~ucation~~ Code, §§ 42100; 47604.33, subd. (a)(5).)
- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the District's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Ed. ~~ucation~~ Code, § 47605, subd. (m).)

CHARTER SCHOOL OVERSIGHT (continued)**Advisory Committee**

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a petition or the merits of a proposed educational program and to identify any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

(cf. 2230 - Representative and Deliberative Groups)

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the District. A charter school may propose to operate at multiple sites within the District as long as each location is identified in the petition. (Ed. ~~ucation~~ Code, §§ 47605, subd. (a)(1), 47605.1.)

A charter school that is unable to locate within the District's jurisdictional boundaries may establish one site outside District boundaries but within the county, provided that the following three conditions are met: (~~Education Code 47605, 47605.1~~)

1. The District is notified prior to approval of the petition. (Ed. Code, § 47605, subd. (a)(5).)
2. The County Superintendent of Schools and SPI~~Superintendent of Public Instruction~~ are notified before the charter school begins operations. (Ed. Code, § 47605, subd. (a)(5).)
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project. (Ed. Code, § 47605, subd. (a)(5)(A), (B).)

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (~~Education Code 47605.1~~)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school. (Ed. Code, § 47605.1, subd. (c)(1).)
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized. (Ed. Code, § 47605.1, subd. (c)(2).)

CHARTER SCHOOL OVERSIGHT (continued)

The Board of Trustees recognizes its ongoing responsibility to ensure that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact for each charter school. (Ed. ~~ucation~~ Code, § 47604.32, subd. (a).)

The Board and Superintendent or designee may inspect or observe any part of the charter school at any time. The Superintendent or designee shall visit each charter school at least annually. (Ed. ~~ucation~~ Code, §§ 47604.32, subd. (b); 47607, subd. (a)(1).)

Whenever a charter school operates as or is operated by a nonprofit public benefit corporation as authorized by Education Code 47604, the Superintendent shall recommend and the Board shall appoint a District representative, who may be the District's charter school contact, on the corporation's board of directors. (Ed. Code, § 47604, subd. (b).)

Waivers

If the charter school wishes to request a general waiver of any state law or regulation, it shall request that the District submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall apply for the waiver.

(cf. 1431 - Waivers)

Provision of District Services

The charter school may purchase administrative or other services from the District or any other source. (Ed. ~~ucation~~ Code, § 47613.)

Whenever the District agrees to provide administrative or support services, the District and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the District and charter school.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from

CHARTER SCHOOL OVERSIGHT (continued)

the District as a condition for creating and submitting these reports. (Education Code, § 47611.3.)

Material Revisions to Charter

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code § 47607, subd. (a)(1), (2).)

If an approved charter school proposes to expand operations to one or more additional sites within the District's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code, § 47605, subd. (a)(4).)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision.

Monitoring Charter School Performance

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code section 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and shall include, at a minimum, a consideration of the accountability measures established by the State in accordance with the Every Student Succeeds Act of 2015 (ESSA), once they are in place. ~~whether the school is meeting its Academic Performance Index growth targets established pursuant to Education Code 52052 and is making "adequate yearly progress" (AYP) pursuant to 20 USC 6311, as applicable~~ These accountability measures must take effect at the beginning of the 2017-18 school year and may include charter school students' proficiency on state annual assessments, progress made by English language learners and high school graduation rates (where applicable), as well as other reliable indicators of school quality and success. (20 U.S.C. § 6311.)

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget; an annual update, aligned to the template adopted by the SBE, of school

CHARTER SCHOOL OVERSIGHT (continued)

goals, actions, and related expenditures; first and second interim financial reports; and final unaudited report for the full prior year. (Ed. ~~ucation~~ Code, §§ 47604.32, subd. (d); 47604.33; 47606.5.)

The District may charge up to one percent of a charter school's revenue for the actual costs of supervisory oversight of the school. However, if the District is able to provide substantially rent-free facilities to the charter school, the District may charge actual costs of supervisory oversight up to three percent of the charter school's revenue. (Ed. ~~ucation~~ Code, § 47613.)

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

If a charter school was identified by the State during the 2015-16 school year as being in need of improvement, corrective action or restructuring, the charter school must continue to implement the same interventions in the 2016-17 school year and until such time as the State has a new Title I plan approved or the accountability provisions mentioned above go into effect. ~~If a charter school receiving federal Title I funding fails to make AYP, as defined pursuant to 20 USC 6311, for two or more consecutive years, the school shall be identified for program improvement and shall implement improvement strategies in accordance with 20 USC 6316.~~

(cf. 0520.2 - Title I Program Improvement Schools)

If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more student subgroups identified in Education Code 52052, or for all of the student subgroups if the school has fewer than three, in regard to one or more state or school priorities identified in the charter, the District: ~~(Education Code 47607.3)~~

1. Shall provide technical assistance to the charter school using an evaluation rubric adopted by the SBE pursuant to Education Code section 52064.5.
2. May request that the ~~Superintendent of Public Instruction (SPI)~~, with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code section 52074.

(Ed. Code, § 47607.3, subd. (a)(1), (2).)

In accordance with law, the Board may deny a charter's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regards to the academic achievement of all numerically significant subgroups of students served by the charter school.

(cf. 0420.42 - Charter School Renewal)

CHARTER SCHOOL OVERSIGHT (continued)

(cf. 0420.43 - Charter School Revocation)

Complaints

Each charter school shall maintain processes to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in California Code of Regulations, title 5, sections ~~CCR~~ 4600-4687, alleging the school's noncompliance with Education Code sections 47606.5 or 47607.3. (Ed. ~~uation~~ Code, § 52075.))

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Ed. ~~uation~~ Code, § 52075, subd. (c).)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Ed. ~~uation~~ Code, § 52075, subd. (d).)

School Closure

In the event that the Board revokes or denies renewal of a charter or the school closes for any other reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days, if the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Ed. ~~uation~~ Code, § 47604.32, subd. (e)(3); Cal. Code Regs., tit. 5, § ~~CCR~~ 11962.1.)

Legal Reference:

EDUCATION CODE
220 Nondiscrimination

CHARTER SCHOOL OVERSIGHT (continued)

221.9 Sex equity in competitive athletics
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
35330 Field trips and excursions; student fees
38080-38086 School meals
42100 Annual statement of receipts and expenditures
44030.5 Reporting change in employment status due to alleged misconduct
44237 Criminal record summary
44691 Training in child abuse and neglect reporting
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
46201 Instructional minutes
47600-47616.7 Charter Schools Act of 1992
47634.2 Nonclassroom-based instruction
47640-47647 Special education funding for charter schools
48000 Minimum age of admission for kindergarten; transitional kindergarten
48010-48011 Minimum age of admission (first grade)
48850-48859 Educational placement of foster youth and homeless students
48907 Students' exercise of free expression; rules and regulations
48950 Student speech and other communication
49011 Student fees
49061 Student records
49110 Authority of issue work permits
49414 Emergency epinephrine auto-injectors
49475 Health and safety, concussions and head injuries
51745-51749.3 Independent study
52051.5-52052 Academic performance index, applicability to charter schools
52060-52077 Local control and accountability plans
52075 Uniform complaint procedures
56026 Special education
56145-56146 Special education services in charter schools
60600-60649 Assessment of academic achievement
60850-60859 High school exit examination
69432.9 Cal Grant program; submitting grade point average of students in grade 12
CORPORATIONS CODE
5110-6910 Nonprofit public benefit corporations
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
54950-54963 The Ralph M. Brown Act
LABOR CODE
1198.5 Personnel records related to performance and grievance

PENAL CODE
667.5 Definition of violent felony
1192.7 Definition of serious felony
CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
11700.1-11705 Independent study

CHARTER SCHOOL OVERSIGHT (continued)

[11960-11969 Charter schools](#)
[CODE OF REGULATIONS, TITLE 24](#)
[101 et seq. California Building Standards Code](#)
[UNITED STATES CODE, TITLE 20](#)
[6311 Adequate yearly progress](#)
[6319 Qualifications of teachers and paraprofessionals](#)
[7223-7225 Charter schools](#)
[UNITED STATES CODE, TITLE 42](#)
[11431-11435 McKinney-Vento Homeless Assistance Act](#)
[CODE OF FEDERAL REGULATIONS, TITLE 34](#)
[200.1-200.78 Accountability](#)
[300.18 Highly qualified special education teachers](#)
[COURT DECISIONS](#)
[Ridgecrest Charter School v. Sierra Sands Unified School District, \(2005\) 130 Cal.App.4th 986](#)
[ATTORNEY GENERAL OPINIONS](#)
[89 Ops.Cal.Atty.Gen. 166 \(2006\)](#)
[80 Ops.Cal.Atty.Gen. 52 \(1997\)](#)
[78 Ops.Cal.Atty.Gen. 297 \(1995\)](#)
[CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS](#)
[Student v. Horizon Instructional Systems Charter School, \(2012\) OAH Case No. 2011060763](#)

Management Resources:

[CSBA PUBLICATIONS](#)
[The Role of the Charter School Authorizer, Online Course](#)
[Charter Schools: A Manual for Governance Teams, rev. 2009](#)
[CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS](#)
[California School Accounting Manual](#)
[Sample Copy of a Memorandum of Understanding](#)
[Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 11-01, November 9, 2011](#)
[Special Education and Charter Schools: Questions and Answers, September 10, 2002](#)
[U.S. DEPARTMENT OF EDUCATION GUIDANCE](#)
[Charter Schools Program: Title V, Part B of the ESEA, April 2011](#)
[The Impact of the New Title I Requirements on Charter Schools, July 2004](#)
[WEB SITES](#)
[CSBA: <http://www.csba.org>](#)
[California Charter Schools Association: <http://www.calcharters.org>](#)
[California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/es>](#)
[National Association of Charter School Authorizers: <http://www.qualitycharters.org>](#)
[U.S. Department of Education: <http://www.ed.gov>](#)

Policy

adopted: March 8, 1999

revised: ~~August 14, 2006~~ June —, 2016**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

CHARTER SCHOOLS REVOCATION

The Board of Trustees expects any charter school it authorizes to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law and the terms of its charter.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.42 - Charter School Renewal)

(cf. 0500 - Accountability)

The Board may revoke a charter before the date it is due to expire whenever the Board makes a written factual finding, supported by substantial evidence, that the charter school has done any of the following: (~~Education Code 47607~~)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter. (Ed. Code, § 47607, subd. (c)(1)(A).)
2. Failed to meet or pursue any of the student outcomes identified in the charter. (Ed. Code, § 47607, subd. (c)(1)(B).)
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement. (Ed. Code, § 47607, subd. (c)(1)(C).)
4. Violated any provision of law. (Ed. Code, § 47607, subd. (c)(1)(D).)

The Board shall also consider revocation of a charter whenever the California Collaborative for Educational Excellence (CCEE), after providing advice and assistance to the charter school pursuant to Education Code section 47607.3, submits to the Board either of the following findings: (~~Education Code 47607.3~~)

1. That the charter school has failed or is unable to implement the recommendations of the CCEE. (Ed. Code, § 47607.3, subd. (b)(1).)
2. That the inadequate performance of the charter school, as based on an evaluation rubric adopted by the State Board of Education (SBE), is so persistent or acute as to require revocation of the charter. (Ed. Code, § 47607.3, subd. (b)(2).)

In determining whether to revoke a charter, the Board shall consider increases in student academic achievement for all "numerically significant" groups of students served by the charter school, as defined in Education Code section 52052, as the most important factor. (~~Education Code, §§ 47607(a)(3)(B), 47607.3, subd. (c).~~)

At least 72 hours prior to any Board meeting at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents

CHARTER SCHOOLS REVOCATION (continued)

related to the proposed action. (Cal. Code Regs., tit. 5, § ~~CCR~~ 11968.5.2, subd. (a); Cal. Code Regs., tit. 5, § 11965, subd. (f).)
(cf. 9320 - Meetings and Notices)

If the Board takes action to issue a Notice of Violation, it shall deliver the Notice of Violation to the charter school's governing body. (Cal. Code Regs., tit. 5, § 11968.5.2, subd. (b).)

The Notice of Violation shall identify: (~~Education Code 47607; 5 CCR 11965, 11968.5.2~~)

1. The charter school's alleged violation(s).
2. All evidence relied upon by the Board in determining that the charter school committed the alleged violation(s), including the date and duration of the alleged violation(s). The Notice shall show that each alleged violation is both material and uncured and that it occurred within a reasonable period of time before the Notice of Violation is issued.
3. The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

(Ed. Code, § 47607, subd. (c); Cal. Code Regs., tit. 5, §§ 11965, 11968.5.2.)

By the end of the remedy period identified in the Notice of Violation, the charter school's governing body may submit to the Board a detailed written response and supporting evidence addressing each identified violation, including the refutation, remedial action taken, or proposed remedial action. (Cal. Code Regs., tit. 5, § ~~CCR~~ 11968.5.2, subd. (c)(1), (2).)

Within 60 calendar days of the conclusion of the remedy period, the Board shall evaluate any response and supporting evidence provided by the charter school's governing body and shall take one of the following actions: (~~5 CCR 11968.5.2~~)

1. Discontinue revocation of the charter and provide timely written notice of such action to the charter school's governing body. (Cal. Code Regs., tit. 5, § 11968.5.2, subd. (d)(2).)
2. If there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction, continue revocation of the charter by issuing a Notice of Intent to Revoke to the charter school's governing body. (Cal. Code Regs., tit. 5, § 11968.5.2, subd. (d)(1).)

CHARTER SCHOOLS REVOCATION (continued)

If the Board issues a Notice of Intent to Revoke, it shall hold a public hearing concerning the revocation on the date specified in the notice, which shall be no later than 30 days after providing the notice. Within 30 calendar days after the public hearing, or within 60 calendar days if extended by written mutual agreement of the Board and the charter school, the Board shall issue a final decision to revoke or decline to revoke the charter. (Ed. ~~ucation~~ Code, § 47607, subd. (e); Cal. Code Regs., tit. 5, § ~~CCR~~ 11968.5.2, subd. (f).)

If the Board fails to meet the timelines specified above for issuing a Notice of Intent to Revoke or a final decision, the revocation process shall be deemed terminated. (Cal. Code Regs., tit. 5, ~~CCR~~ 11968.5.2, subd. (e).)

Within 10 calendar days of the Board's final decision, the Superintendent or designee shall provide a copy of the final decision to the California Department of Education (CDE) and the County Board of Education. (Ed. ~~ucation~~ Code, § 47604.32, subd. (e); Cal. Code Regs., tit. 5, § ~~CCR~~ 11968.5.2, subd. (g).)

Severe and Imminent Threat

The procedures specified above shall not be applicable when the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students. In such circumstances, the Board may immediately revoke the school's charter by approving and delivering a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety to the charter school's governing body, the County Board, and the CDE. (Ed. ~~ucation~~ Code, § 47607; Cal. Code Regs., tit. 5, § ~~CCR~~ 11968.5.3.)

Appeals

If the Board revokes a charter, the charter school may, within 30 days of the Board's final decision, appeal the revocation to the County Board. Either the charter school or the District may subsequently appeal the County Board's decision to the SBE. However, a revocation based upon the findings of the CCEE pursuant to Education Code section 47607.3 may not be appealed. (Ed. ~~ucation~~ Code, §§ 47607, subd. (f)(1), (2), 47607.3, subd. (d); Cal. Code Regs. tit. 5, §§ ~~CCR~~ 11968.5.3-11968.5.5.)

| **CHARTER SCHOOLS REVOCATION** (continued)

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992, especially:

47607 Charter renewals and revocations

52052 Numerically significant student subgroups; definition

CODE OF REGULATIONS, TITLE 5

11960-11969 Charter schools, especially:

11968.5-11968.5.5 Charter revocations

COURT DECISIONS

Today's Fresh Start, Inc. v. Los Angeles County Office of Education, (2013) 57 Cal.4th 197

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2012

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calecharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/es>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

CHARTER SCHOOLS REVOCATION (continued)

Policy

adopted: March 8, 1999

revised: June, August 14, 20016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

All Personnel	BP 4112.8(a)
	4212.8(a)
	4312.8(a)

~~HIRING AND PLACEMENT OF RELATIVES~~

~~It is the policy of the School District to recruit and hire employees based on their qualifications for the position. Regardless of intentions, the selection and appointment of an individual who is a close relative of a supervisor or manager may create the appearance of favoritism and/or conflict of interest.~~

~~Employees who are designated employees for the purposes of the District's Conflict of Interest policy must also follow the rules set forth in Board Policy 9270, Conflict of Interest.~~

~~The Board of Trustees recognizes that the assignment of an employee to a location where a close relative is working can interfere with the supervision, security or morale of the unit. If an individual is employed in a position where they would have access to confidential and privileged information concerning a close relative, the matter shall be brought to the attention of the Superintendent, and the Superintendent or designee shall take steps to ensure the confidentiality of the information, including, but not limited to, assigning another employee the responsibility of reviewing the confidential and privileged information.~~

~~In order to preclude situations which could bring about a conflict of interest for members of the administrative staff, an employee shall not be appointed to a position where a member of his/her immediate family maintains supervisory or evaluative responsibilities for the position. When persons in a supervisory relationship become related by marriage, supervisory responsibilities will be changed or an employee transfer will be arranged.~~

~~Close relatives may be employed at the same department or work location only with the approval of the Superintendent or designee. The Superintendent or designee shall report to the Governing Board on an annual basis the names, positions and work locations of close relatives employed at the same department or work location. The Superintendent or designee shall certify to the Governing Board that the work assignments of close relatives working in the same department or location does not interfere with the orderly supervision, security or morale of the school, department, or work location.~~

~~Close relatives for the purposes of this policy, are defined as an employee's parents, child or step-child, spouse, grandparents, grandchildren, brothers or step brothers, sisters or step sisters, aunts, uncles, nieces, nephews, the similar family of the individual's spouse unless the individual is divorced or widowed, or a person with whom the employee cohabitates. For the purposes of this policy, the term "cohabitate" is defined as two legally unrelated individuals who share a household.~~

~~(cf. 9270—Conflict of Interest)~~

EMPLOYMENT OF RELATIVES

The Board of Trustees desires to maximize staff and community confidence in District hiring, promotion, and other employment decisions by promoting practices that are free of conflicts of interest or the appearance of impropriety.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 9270 - Conflict of Interest)

The Board prohibits the appointment of any person to a position for which his/her relative maintains management, supervisory, evaluation, or promotion responsibilities and prohibits an employee from participating in any decision that singularly applies to any of his/her relatives.

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4115 - Evaluation/Accountability)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Accountability)

For purposes of this policy, *relative* includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, stepchildren, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse or domestic partner.

In addition, the Superintendent or designee may determine, on a case-by-case basis, whether to appoint a person to a position in the same department or facility as an employee with whom he/she maintains a personal relationship when that relationship has the potential to create (1) an adverse impact on supervision, safety, security, or morale of other district employees or (2) a conflict of interest for the individuals involved which is greater because of their relationship than it would be for another person or (3) access to confidential and privileged information concerning a close relative, the matter shall be brought to the attention of the Superintendent, and the Superintendent or designee shall take steps to ensure the confidentiality of the information, including, but not limited to assigning another employee the responsibility of reviewing the confidential and privileged information.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

An employee shall notify his/her supervisor within 30 days of any change in his/her circumstances that may constitute a violation of this policy.

EMPLOYMENT OF RELATIVES (continued)

In order to preclude situations which could bring about a conflict of interest for members of the administrative staff, an employee shall not be appointed to a position where a member of his/her immediate family maintains supervisory or evaluative responsibilities for the position. When persons in a supervisory relationship become related by marriage, supervisory responsibilities will be changed or an employee transfer will be arranged.

The Superintendent or designee shall report to the Board on an annual basis the names, positions and work locations of close relatives employed at the same department or work location. The Superintendent or designee shall certify to the Board that the work assignments of close relatives working in the same department or location does not interfere with the orderly supervision, security or morale of the school, department, or work location.

The Board, its Members, and the Superintendent shall also comply with the conflict of interest provisions contained in Government Code § 1090 et seq., and § 8100 et seq.

Legal Reference:

EDUCATION CODE

35107 School district employees

FAMILY CODE

297-297.5 Rights, protections, benefits under the law; registered domestic partners

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

12940 Unlawful employment practices

81000 et seq. Political Reform Act

CODE OF REGULATIONS, TITLE 2

7292.0-7292.6 Marital status discrimination, especially:

7292.5 Employee selection

Policy

adopted: June 14, 1999

revised: June 25, 2007

revised: October 12, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

The Board of Trustees recognizes that effective management is vital to the success of District students and programs. Management personnel are expected to demonstrate initiative and good judgment in the development, implementation, and oversight of District programs. Supervisors shall promote the productivity, professional growth, and teamwork of District staff. Confidential personnel are expected to maintain strict levels of confidentiality and professionalism in maintaining their employer's employer employee relations.

Management, supervisory and confidential positions shall be defined as follows:

1. Management employees are those having significant responsibilities for formulating District policies or administering District programs and who have been legally designated as management by the Board of Trustees. (Government Code 3540.1)
2. Supervisory employees are those who have the authority to make recommendations to the Superintendent or designee concerning the employees under their supervision. This authority shall extend to the following areas: hiring, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward, discipline, direction, work assignment and discipline. (Government Code 3540.1)

(cf. 2100 - Administrative Staff Organization)

3. Confidential employees are those employees who, in the regular course of their duties, have access to or possess information relating to their employer's employer employee relations. (Government Code 3540.1)

Board policies in the 4100 series for certificated personnel apply to certificated management unless otherwise specified by law, Board policies or regulations, or Board action.

Board policies in the 4200 series for classified personnel apply to classified management and confidential employees unless otherwise specified by law, Board policies or regulations, or Board action.

Policies specifically governing management, supervisory and confidential personnel are provided in the 4300 series.

Legal Reference: (see next page)

Management, Supervisory and Confidential Personnel (continued)

Legal Reference:

EDUCATION CODE

35031 Term of employment

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definitions of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45128 Overtime

45130 Exclusion from overtime provisions

45256.5 Designation of certain positions

GOVERNMENT CODE

3540 Purpose

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

Policy

adopted: February 24, 1997

revised: October 12, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 12, 2016

APPROVAL OF SUBSTITUTE INTERVENTION SPECIALIST

BACKGROUND INFORMATION

The Intervention Specialist provides highly qualified counseling to special education students and parents, and are the primary providers of special education Educationally Related Mental Health Services (ERMHS) (with contracted counseling as an available secondary option). They are scheduled by the high school family for continuity of service and efficiency. The position is designed to provide highly qualified staff to conduct:

- Individual, Group and Parent Counseling per students' IEP's
- Counseling to general education students identified through the SST and/or 504 process
- Crisis response to all District students, including risk of harm assessment
- Consultation to District staff regarding students' mental health status

CURRENT CONSIDERATIONS

The District would use a Substitute Intervention Specialist when a leave/absence is long enough to reasonably impact the progress of the students on caseload and/or lead to a compensatory situation.

FINANCIAL IMPLICATIONS

To attract substitutes to this position, Special Education and Human Resource Services staff is proposing that Substitute Intervention Specialists be paid at a rate of \$250 per day. Funding would be through Mental Health Grant funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Substitute Intervention Specialist position funded at \$250 per day.

Should Trustees have any questions, Gordon Amerson, Associate Superintendent, Human Resource Services will be available to respond.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-43

RESOLUTION OF 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

WHEREAS, the Moulton Niguel Water District (MNWD) requires an easement from the Capistrano Unified School District (District) for purposes of new connecting water, reclaimed water, and sewer facilities (Water Facilities) to an existing water line maintained by MNWD; and

WHEREAS, the District owns certain real property located at or about 2B Liberty in the City of Aliso Viejo, identified as Orange County Assessor Parcel No. 632-133-03 (District Property), on which the District operates its Aliso Viejo Transportation North Yard; and

WHEREAS, MNWD requires an easement from the District to permit the physical connection of two fire hydrants to an existing MNWD water line along the District's driveway to the bus yard, which will provide added fire protection services to the District and new development at 4 Liberty in the City of Aliso Viejo, California (4 Liberty); and

WHEREAS, the easement sought by MNWD is attached hereto as Exhibit 1, and is incorporated herein by this reference (MNWD Easement); and

WHEREAS, the specific location of the MNWD Easement is described in Exhibit A and depicted in Exhibit B to Exhibit 1; and

WHEREAS, the MNWD Easement is located in an area that will not interfere with the District's operation of its transportation facilities on the District Property, or otherwise negatively impact school operation; and

WHEREAS, Education Code § 17556 *et seq.* provides the authority for the District to dedicate or convey to any public corporation, without a vote of the electors of the District, an easement to lay, construct, reconstruct, maintain, and operate water or sewer lines, and access roads used in connection therewith, over and upon any land belonging to the District, upon such terms and conditions as the parties thereto may agree.

WHEREAS, Education Code § 17557 provides that the Resolution of Intent shall fix a time, not less than ten (10) days thereafter, for a public meeting of the District's Board of Trustees (Board) to be held at its regular place of meeting for a public hearing upon the question of whether to convey the requested MNWD Easement; and

WHEREAS, Education Code § 17558 provides that notice of the adoption of the Resolution of Intent and the public hearing to be held shall be made by (1) posting copies of the Resolution of Intent, signed by the members of the Board or a majority thereof, in three public places in the District for at least ten (10) days before the date of the public meeting, and (2) publishing the notice once at least five (5) days before the date of the meeting in a newspaper of general circulation within the District; and

WHEREAS, pursuant to the provisions of Education Code § 17559, unless a protest to the proposed granting of the MNWD Easement signed by at least ten (10) percent of the qualified electors of the District is entered, the Board may adopt a resolution to grant the proposed MNWD Easement either at the meeting of the Board at which the public hearing is held or at any other meeting of the Board held within sixty (60) days thereafter; and

WHEREAS, the Board desires to convey the MNWD Easement to MNWD in a manner substantially similar to that set forth in Exhibit 1, and generally subject to the terms and conditions set forth therein.

NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Board, in a regular and open meeting, hereby declares its intention to convey the MNWD Easement as set forth in Exhibit 1.

Section 3. In accordance with the provisions of Education Code § 17557, a public hearing on the question of granting the proposed Easement shall be held at the public meeting of the Board to be held on October 26, 2016, beginning at 7:00 p.m., or as soon thereafter as the matter may be reasonably heard, at the District Board Room, located at 33122 Valle Road, San Juan Capistrano, California 92675. The Superintendent, or the Superintendent's designee, shall specify on the agenda for the October 26, 2016 meeting that the Board shall hold a public hearing on the question of conveying the MNWD Easement to MNWD.

Section 4. In accordance with the provisions of Education Code § 17558, the Superintendent, or the Superintendent's designee, shall cause notice of the adoption of this Resolution, along with the time and place of the public hearing and meeting to consider the conveyance of the Easement, to be given by posting copies of this Resolution, signed by the Board or a majority thereof, in three (3) public places in the District not less than ten (10) days before the date of the meeting, and by publishing the notice once not less than five (5) days before the date of the meeting in a newspaper of general circulation within the District or County, as appropriate.

Section 5. The Board hereby authorizes the Superintendent, or the Superintendent's designee, to take such additional action as may be reasonably required to effectuate the intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on October 12, 2016, by the following vote:

AYES	()
NOES	()
ABSTAIN	()
ABSENT	()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on October 12, 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

EXHIBIT 1
MNWD EASEMENT

Recording Requested by:
MOULTON NIGUEL WATER DISTRICT

Return to:
Mr. Marc Serna, P.E.
MOULTON NIGUEL WATER DISTRICT
27500 La Paz Road
Laguna Niguel, California 92677

NO CONSIDERATION

EASEMENT GRANT TO
MOULTON NIGUEL WATER DISTRICT
OF EASEMENT FOR WATER, RECLAIMED WATER
AND SEWER FACILITIES

Exempt Govt.
Code Sec. 6103

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district, ("Grantor") hereby grants and conveys to MOULTON NIGUEL WATER DISTRICT and its successors and assigns (collectively, "Grantee") a perpetual non-exclusive easement and right-of-way for subsurface sewer, water, and reclaimed water pipelines, and valves, meters, manholes, and other appurtenant facilities which may be above-ground in whole or in part, for transmission purposes, including, specifically, but not by way of limitation, the right to install, construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, relocate and otherwise use water, reclaimed water or sewer pipeline or pipelines together with incidental appurtenances, connections, and structures in, over, under, upon, along, through and across the real property hereinafter described together with ingress and egress thereon, and the right to enter upon and to pass and re-pass over and along said real property (collectively the "Authorized Activities").

Said easement shall lie in, over, under, upon, along, through and across that certain real property situated in the County of Orange, State of California, described in Exhibit "A" and depicted in Exhibit "B" (the "Easement Area") both of which are attached hereto and by this reference incorporated herein, together with the right to enter upon and to pass and re-pass over and along the Easement Area to conduct the Authorized Activities. Such easements shall run for the benefit of Grantee, its officers, agents and employees and persons under contract with Grantee.

It is understood and agreed that the easements and rights-of-way acquired herein are acquired subject to the rights of the Grantor, and its successors and assigns, to use the surface of the Easement Area to the extent that such use is compatible with the full and free exercise of said easement and rights-of-way by the Grantee, and subject to other specific conditions on Grantor's use as set forth hereinafter in this Grant of Easement. Grantor agrees that none of the following items (i) through (iv)

shall be constructed, installed or planted upon, over, and along the Easement Area without first obtaining the prior written consent of Grantee, and Grantee agrees that it will not unreasonably withhold or delay such consent: (i) alleys, fences, block walls, or other structures; (ii) streets, roadways or hardscape, including backfill, concrete, curbs, and gutters, planters, islands and median structures that would unreasonably interfere with the ability of Grantor to perform any of the Authorized Activities; (iii) trees; or, (iv) shrubs or plantings that would unreasonably interfere with the ability of Grantee to perform any of the Authorized Activities. In the event prohibited structures, improvements or landscape are constructed, installed or planted within the Easement Area without the required advanced written consent, Grantee may require Grantor to remove same and, if Grantor does not comply, Grantee may cause removal and charge costs back to Grantor.

No earth, dirt, fill or any other material shall be deposited, placed or maintained on or over the surface of the ground in the Easement Area, nor shall any earth be removed from the cover of said pipeline or pipelines and incidental facilities in the Easement Area without first obtaining the prior written consent of Grantee, which consent and authorization shall require full payment or reimbursement to Grantee of all costs of adjusting Grantee's pipelines or facilities made necessary by any such removal. Grantee agrees that it will not unreasonably withhold or delay such consent.

It is understood and agreed that Grantee shall bear no responsibility nor assume any cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls, or other plantings or structures or improvements situated within the Easement Area that may be injured, damaged or destroyed by Grantee's use of the Easement Area in connection with the Authorized Activities; provided, Grantee agrees that Grantee shall promptly complete the repair and/or replacement of the roadways, streets, backfill, curbs, gutters and other roadway appurtenances that are damaged by Grantee as a result of the Authorized Activities.

In consideration of Grantee's acceptance and recordation of this Grant of Easement, Grantor covenants and agrees for itself and its successors and assigns that if Grantor, or its successors and assigns, requests any future relocation of the water, reclaimed water or sewer pipeline or pipelines and incidental facilities described herein, and if Grantee in its discretion consents in writing to such request for relocation, the cost of said relocation shall be at the sole expense of Grantor or its successors and assigns and that Grantee shall have no responsibility for such costs. In the event that Grantee consents to any such relocation, Grantor shall be required to furnish to Grantee a good and sufficient permanent grant of easement for the new alignment/location agreeable to both Grantor and Grantee, which grant of easement shall be in a form substantially similar to this Grant of Easement.

The Grantor represents and warrants to Grantee that Grantor is the owner in fee title of the herein described property, and has the right to make this conveyance, and that it has advised the Grantee in writing of any and all outstanding easements, encumbrances, or deeds of trust.

This Grant of Easement and the provisions contained herein shall be binding upon Grantor, Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 20____.

Grantor: CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____
Deputy Superintendent, Business and Support
Services

PLEASE NOTARIZE ALL SIGNATURES

CERTIFICATE OF ACCEPTANCE
MOULTON NIGUEL WATER DISTRICT

This is to certify that the interest in real property conveyed by Deed of Grant of Easement dated _____, 20____, from the CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district, to the MOULTON NIGUEL WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors, pursuant to authority conferred by Resolution No. 03-37 of the Board of Directors, adopted on the 18th day of December, 2003, and the MOULTON NIGUEL WATER DISTRICT consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 20_____.

(Director of Engineering and Operations)
MOULTON NIGUEL WATER DISTRICT and of the
Board of Directors hereof

EXHIBIT A

PARCEL A

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 11°26'41" EAST 37.11 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 78°33'19" EAST 57.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 78°33'19" EAST 20.00 FEET; THENCE SOUTH 11°12'40" WEST 20.52 FEET; THENCE NORTH 78°47'20" WEST 20.00 FEET; THENCE NORTH 11°12'40" EAST 20.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRE MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 11°26'41" EAST 37.11 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 78°33'19" EAST 102.00 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1014.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°53'26" AN ARC DISTANCE OF 157.34 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1016.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°36'09" AN ARC DISTANCE OF 99.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°07'41" AN ARC DISTANCE OF 20.00 FEET; THENCE SOUTH 15°08'22" WEST 20.41 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 2015-100, FILED FOR RECORD IN BOOK 385 OF PARCEL MAPS AT PAGES 22 THROUGH 24; THENCE ALONG SAID NORTHERLY LINE NORTH 77°30'00" WEST 20.02 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 15°08'22" EAST 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRE MORE OR LESS.

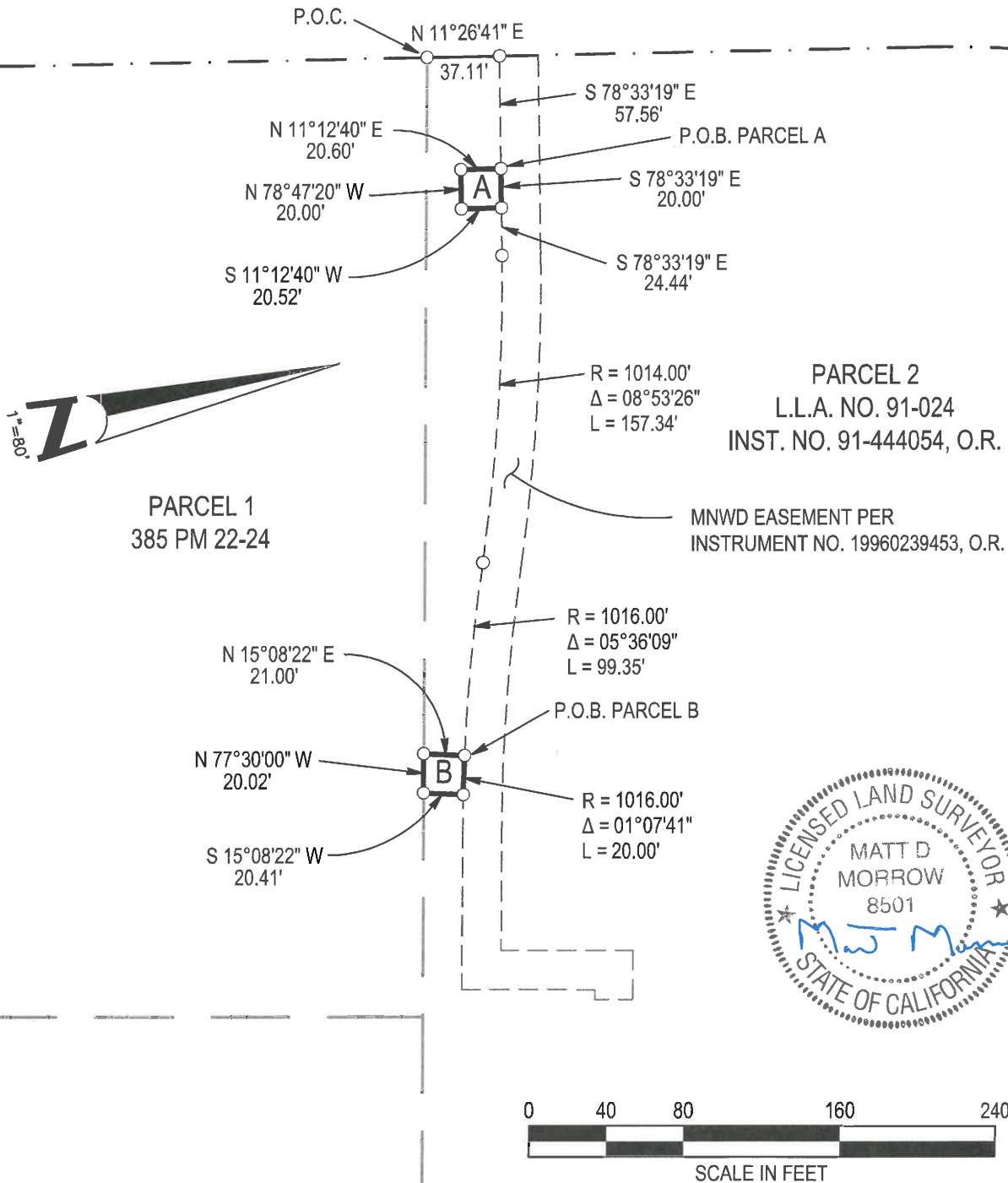


1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124
matt@morrrowsurveying.com

site: LIBERTY, ALISO VIEJO
date: JULY, 2016
scale: 1"=80'
drawing: 4175-139

EXHIBIT B

LIBERTY



1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124
matt@morrrowsurveying.com

site: LIBERTY, ALISO VIEJO
date: JULY, 2016
scale: 1" = 80'
drawing: 4175-139