

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675
BOARD OF TRUSTEES
Regular Meeting

November 8, 2017

Closed Session 4:00 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 4:00 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION **EXHIBIT A-1**

Gordon Amerson
Significant Exposure to Litigation – One Case
(Pursuant to Government Code § 54956.9(d)(2))

Gregory Merwin/Sara Young
Attorney - Ernest Bell
Significant Exposure to Litigation – Two Cases
IDR Case Number 20171004
IDR Case Number 20171006
(Pursuant to Government Code § 54956.9(d)(2))

EXHIBIT A-2
EXHIBIT A-3

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION **EXHIBIT B-1**

Gordon Amerson
Attorney – Dan Spradlin
Significant Exposure to Litigation - One Case
(Pursuant to Government Code § 54956.9(d)(1))

Gregory Merwin/Sara Young
Attorney - Ernest Bell
Significant Exposure to Litigation – Three Cases
OAH Case Number 2017070076
OAH Case Number 2017070748
OAH Case Number 2017080288
(Pursuant to Government Code § 54956.9(d)(1))

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

C. CONFERENCE WITH LABOR NEGOTIATORS **EXHIBIT C-1**

District Negotiators: Kirsten M. Vital/Gordon Amerson/Clark Hampton
Attorney – Anthony DeMarco
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
(Pursuant to Government Code § 54957.6)

D. STUDENT EXPULSIONS **EXHIBIT D-1**

Mike Beekman
One Case
Case Number 2018-006

E. STUDENT READMISSIONS

EXHIBIT E-1

Mike Beekman
One Case
Case Number 2017-060

F. PUBLIC EMPLOYMENT AND EVALUATION OF PERFORMANCE

Superintendent
(Pursuant to Government Code § 54957(b))

**G. BOARD POLICY 4301 APPEAL TO THE BOARD REGARDING EXHIBIT G-1
DISCRIMINATION COMPLAINT AGAINST EMPLOYEES**

Gordon Amerson
(Pursuant to Government Code § 54957)

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

Associated Student Body

Dana Hills High School
Joshua Porter, *Principal*
Ken Nedler, *Activities Director*
Tommy Ferry, *Student Body President*

Extra Miler

Danielle Serio in recognition of her work with the San Juan Hills High School staff and students making an inclusive safe environment for all.

Learning in CAPO Spotlight

Jill O'Connell-Bogle, *Principal, Oak Grove Elementary School*
Madison Ross, *Freshman, Aliso Niguel High School Video Production*
Montse Gray, *Bilingual Community Services Liaison*
Dawn Freeman, *OC Coastal Puppy Raisers*

Over the past 18 months, Oak Grove has worked closely with OC Puppy Raisers/Guide Dogs for the Blind to provide socialization for Guide Dog puppies in training. Dogs gain experience working in a busy environment filled with many distractions; students benefit by having furry friends who calm fears, and have great listening skills. However, the biggest lesson is the importance of making a difference in the life of a visually impaired person.

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

1. **PUBLIC HEARING: BIOTECHNOLOGY COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT WITH SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:** Page 1
EXHIBIT 1

The Board will conduct a public hearing on the College and Career Access Pathways agreement with South Orange County Community College District (SOCCCD). Per SOCCCD and Orange County Pathway, it is required that districts conduct a public hearing and in a separate meeting adopt the course. Due to this item occurring on two separate meeting agendas, staff has included a Board report with this public hearing, which is not typical practice.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

2. **PUBLIC HEARING: FINANCING SOLAR ENERGY PROJECTS:** Page 13
EXHIBIT 2

The Board will conduct a public hearing on the intention to request approval of the issuance of New Clean Renewal Energy Bonds for the purpose of financing the installation of energy conservation measures in accordance with Government Code § 4217.13 Supporting documentation is located in Exhibits 36 and 37.

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

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

Staff Recommendation

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

CONSENT CALENDAR

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

BUSINESS AND SUPPORT SERVICES

3. **DONATION OF FUNDS AND EQUIPMENT:** Page 14
EXHIBIT 3

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$536,629.67 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

4. **PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 19
EXHIBIT 4

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 \$24,833,358.95 and the commercial warrants total \$18,990,405.42. 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

- 5. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS:** Page 125
EXHIBIT 5

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 16 new agreements totaling \$1,071,367.93 and 7 amendments to existing agreements totaling \$44,564. 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
- 6. RESOLUTION NO. 1718-22, APPROVING THE ANNUAL AND FIVE-YEAR REPORTABLE FEES REPORT FOR FISCAL YEAR 2016-2017, IN COMPLIANCE WITH GOVERNMENT CODE § 66001 AND § 66006:** Page 300
EXHIBIT 6

Approval of Resolution No. 1718-22 authorizing the Annual and Five-Year Reportable Fees Reports for Fiscal Year 2016-2017, in compliance with Government Code § 66001 and § 66006. On February 9, 1998, the Board of Trustees adopted guidelines in Senate Bill 1693 legislation requiring school districts to justify and report the need and reasonableness of any collection and spending of developer fees for new school facilities. In compliance with Government Code § 66001 and § 66006, findings on the type and amounts of fees are to be published in Annual and Five-Year Reports, as long as the District continues to use developer fees as a funding mechanism for new school facility projects. Also, the District published a "Notice of Public Meeting," and made the reports available to the public at least 15 days prior to the District's Board meeting.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 7. PROPOSAL FOR SERVICES FOR QSS/OASIS VERSION L MIGRATION SUPPORT-HARRIS SCHOOL SOLUTIONS:** Page 318
EXHIBIT 7

Approval of the Proposal for Services agreement with Harris School Solutions for quarterly migration support of all Quintessential School Systems (QSS) data. In May 2017, the District moved to a new Business Services and Human Resource Services software system, but needs to ensure all past archived data is migrated to a new virtual server and converted to a new structured query language database. Harris School Solutions support is needed for many parts of the data migration and conversion. This agreement will provide full data migration and testing support for three months. Expenditures using this contract are \$25,446.50 funded by the general fund.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 8. OLIVER EQUIPMENT LEASE – OLIVER PACKAGING AND EQUIPMENT COMPANY:** Page 321
EXHIBIT 8

Approval of the Oliver Equipment Lease with Oliver Packaging and Equipment Company to lease a heat sealing machine. According to Orange County Health Care Agency Environmental Health Department, all District elementary school kitchens are considered pre-packaged food facilities. The District requires packaging equipment to ensure food is wrapped appropriately. The use of the sealing machine will increase the visual appeal and environmental sustainability of the food packaging and provide the ability to grow current menu selections while maintaining pre-packaged status. Oliver Packaging and Equipment Company will waive the equipment rental fee based on the

District's annual food tray volume of 250,000 units. The cafeteria fund will cover the food tray costs and one-time machine shipping cost of \$575.

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

9. **CHANGE ORDER NO. 1, BID NO. 1718-07, CROWN VALLEY ELEMENTARY SCHOOL PORTABLE CLASSROOMS AND RESTROOM PROJECT:** Page 326
EXHIBIT 9
Approval of Change Order No. 1, Bid No. 1718-07 for the Crown Valley Elementary School Portable Classrooms and Restroom Project related to soil mitigation, additional asphalt to accommodate path of travel and Division of State Architect (DSA) required modifications to building ramps. This change order consists of additions, deletions, or other revisions that are now being presented to the Board for approval. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$268,000. The new contract sum including Change Order No. 1 is \$319,068.92 funded by capital facilities fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
10. **ALISO VIEJO COMMUNITY ASSOCIATION LIMITED USE AND MAINTENANCE AGREEMENT FOR FALL 2017:** Page 360
EXHIBIT 10
Approval of the ratification of the Aliso Viejo Community Association Limited Use and Maintenance Agreement (LUMA) for Fall 2017. The Aliso Viejo Community Association owns and maintains Foxborough Park, adjacent to Aliso Niguel High School. The Fall 2017 LUMA allows the District to use Foxborough Park from November 1, 2017 through December 15, 2017 for a fee of \$450 paid by site funds, as detailed in the LUMA. The Fall 2017 LUMA is similar to past years' agreements relating to the use of Foxborough Park.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
11. **AMENDMENT NO. 2, PARKING SPACE RENTAL AGREEMENT – CAPO BEACH CALVARY:** Page 379
EXHIBIT 11
Approval of Amendment No. 2 to the parking space Rental Agreement with Capo Beach Calvary to extend the contract term through September 30, 2018. Capo Beach Calvary currently rents one parking space at the South Transportation Yard for their shuttle bus at the price of \$100 per space per month. This agreement generates \$1,200 of revenue per parking space rented.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
12. **SECOND READING - BOARD POLICY 3461, DEBT MANAGEMENT POLICY:** Page 387
EXHIBIT 12
Approval of the adoption of Board Policy 3461, *Debt Management Policy* in accordance with new law effective this year, Government Code § 8855.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

CURRICULUM AND INSTRUCTION

13. **AFFILIATION AGREEMENT WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA:** Page 392
EXHIBIT 13
Approval of the Affiliation Agreement with the Regents of the University of California, Irvine (UCI), Department of Ophthalmology for the 2017-2018 school year will allow preschool and transitional kindergarten students to receive free vision care services and support with prescription eye glasses for those that fail the District's annual vision screening. The UCI Pediatric Eye Mobile will be available for such services at elementary school sites based upon pre-determined appointments under the supervision of the child's parent. The University supports a project for pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County referred to as "Pediatric Vision Project." The UCI vision project staff

shall be under the supervision of a physician who is a member of the University and who holds a faculty appointment. There is no financial impact.

Contact: Susan Holliday, Associate Superintendent, Education Services

14. **OUTDOOR SCIENCE SCHOOL CONTRACT - HIGH TRAILS INC.:** Page 406
EXHIBIT 14
Approval of the Outdoor Science School Contract with High Trails Inc. to provide an overnight outdoor science school trip aligned with grade level science standards. The contractor will provide services at the rates indicated in the agreement. The scheduled attendance for this program is November 14, 2017 through November 17, 2017 for grade five students attending Ladera Ranch Elementary School. Expenditures under this contract are estimated to be \$35,320 paid by the Ladera Ranch Elementary School gift fund.
Contact: Susan Holliday, Associate Superintendent, Education Services
15. **RESOLUTION NO. 1718-23 AMENDS AGREEMENT CSPP-7335 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES:** Page 409
EXHIBIT 15
Approval of Resolution No. 1718-23, Amends Agreement No. CSPP-7335 with the California Department of Education for the Purpose of Providing Child Care and Development Services. Amendment 01 increases the Maximum Reimbursable Rate from \$2,668,890 to \$3,017,265 from July 1, 2017 to June 30, 2018. This agreement provides services related to preschool age children to enhance optimal early childhood development and school readiness.
Contact: Susan Holliday, Associate Superintendent, Education Services
16. **YMCA PROGRAM SERVICE AGREEMENT:** Page 412
EXHIBIT 16
Approval of the YMCA Program Service Agreement to provide noontime sports activities. The contractor will provide services at the rates indicated in the agreement. The scheduled attendance for this program is September 21, 2017 through December 21, 2017 for students attending Wood Canyon Elementary School. Expenditures under this contract are estimated to be \$2,250 paid by the Wood Canyon Elementary School general fund.
Contact: Susan Holliday, Associate Superintendent, Education Services

STUDENT SUPPORT SERVICES

17. **INCOME AGREEMENT NO. 44777 – ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 418
EXHIBIT 17
Approval of Income Agreement No. 44777 with Orange County Superintendent of Schools to provide the Resilient Mindful Counselor workshop (Stress Management for School Counselors and Nurses). The contractor will provide services at the rates indicated in the Agreement. The term of this Agreement is one day on November 1, 2017. Expenditures under this contract are approximately \$600 paid by the general fund.
Contact: Gregory Merwin, Associate Superintendent, Student Support Services
18. **MASTER CONTRACT WITH TERI INC. FOR 2017-2018:** Page 426
EXHIBIT 18
Approval of the Master Contract with TERI Inc. to provide general education programs and special education instruction for eligible District students as determined by Individualized Education Program (IEP) team. The District is currently projected to have one student at TERI, but the approval of this Master Contract allows the District to place additional students as determined by the IEP team or through a settlement agreement. The estimated cost per student is \$65,000. Annual expenditures under this Master Contract are estimated to be \$65,000 paid by special education funds.
Contact: Gregory Merwin, Associate Superintendent, Student Support Services

HUMAN RESOURCE SERVICES

19. **AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH ALLIANT INTERNATIONAL UNIVERSITY:** Page 463
EXHIBIT 19
Approval of Amendment to Memorandum of Understanding (MOU) with Alliant International University. This Amendment will be made to the January 25, 2017 Board Approved MOU. The Amendment contains two pages from the PPS/School Counseling Handbook, which is required by Alliant International University to be presented by each practicum student, student teacher, or intern placed at the District for a signature by the District Lead School Counselor or District Lead School Psychologist. During the school year, credential candidates will work with District counselors or school psychologists to fulfill practicum/fieldwork requirements.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
20. **AFFILIATION AGREEMENT WITH GEORGE WASHINGTON UNIVERSITY:** Page 470
EXHIBIT 20
Approval of Supervised Secondary Special Education and Transition Services Internship Placement, effective September 1, 2017 and expiring August 31, 2020 unless terminated by either party upon 60 days' notice to the other party. During the school year, master's candidates will work with District teachers in secondary special education settings to fulfill practicum/fieldwork requirements.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
21. **STUDENT TEACHING AGREEMENT WITH NORTHERN ARIZONA UNIVERSITY:** Page 476
EXHIBIT 21
Approval of Student Teaching Agreement with Northern Arizona University effective January 1, 2018 to December 31, 2022. During the school year, credential candidates will work with District teachers to fulfill practicum/fieldwork requirements to earn their teaching credential.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
22. **ANNUAL REPORT – WILLIAMS SETTLEMENT LEGISLATION, 2016-2017 SCHOOL YEAR:** Page 481
EXHIBIT 22
Approval of Annual Report – Williams Settlement Legislation, 2016-2017 School Year. As a result of the Williams Settlement, Education Code § 35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions posing a threat to student/staff health or safety. Furthermore, the law requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting. Both quarterly and annually the Orange County Department of Education (OCDE) conducts a review to determine if deficiencies exist. The annual report for the District, conducted by OCDE, was found to be in compliance. The inspection of Kinoshita and Viejo Elementary Schools revealed the schools have sufficient instructional materials. The inspection of the facility conditions revealed four minor deficiencies for Kinoshita. These have been resolved. Data reported on School Accountability Report Cards (SARC) was found to be accurately reported. Teacher assignments were reviewed at both schools and found to be in compliance. The schools are considered to have met all expectations established under the Williams Settlement Legislation.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
23. **FIRST QUARTER REPORT – WILLIAMS SETTLEMENT LEGISLATION UNIFORM COMPLAINT:** Page 488
EXHIBIT 23
Acceptance of Williams Settlement Legislation Uniform Complaint First Quarter Report. Board Policy 1312.4 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher

vacancies or misassignments, and facility conditions posing a threat to student/staff health or safety. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. During the first quarter, the District received two facility complaints both have been resolved.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

24. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CLASSIFIED Page 491
EMPLOYEES: **EXHIBIT 24**

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

25. RESIGNATIONS/RETIREMENTS/EMPLOYMENT - CERTIFICATED Page 520
EMPLOYEES: **EXHIBIT 25**

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

DISCUSSION/ACTION ITEMS

26. SECOND READING – BOARD POLICY 5142, DRESS AND GROOMING: DISCUSSION/
ACTION
Page 562
EXHIBIT 26

The proposed revisions to Board Policy 5142, *Dress and Grooming*, provides recommended language based on committee feedback. Last Spring 2017, the Board received public feedback from students regarding the District’s dress code policy and its relevancy. Due to the feedback, a committee was established to review the dress code policy and make recommendations for revisions. Recommended modifications include gender equity, concealing certain body parts, what items of clothing students can and cannot wear and how the policy is implemented. Additional changes have been made after being reviewed by legal counsel. 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 5142, *Dress and Grooming*.

Motion by _____ Seconded by _____

27. GIFTED AND TALENTED EDUCATION PROGRAM REVIEW: INFORMATION/
DISCUSSION
Page 576
EXHIBIT 27

Staff will present an overview of the study conducted on the District’s Gifted and Talented Education (GATE) program, an update on recent stakeholder feedback and outline next steps on moving forward in refining the GATE program. The study’s findings centered on five areas: a vision for GATE; GATE as a core program; program design; identification and equity; and the performance of GATE and high-performing students. Out of the study and stakeholder feedback, staff identified clear next steps to support and enhance the District’s GATE program.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful,

challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

28. MEMORANDUM OF UNDERSTANDING FOR THE CALIFORNIA HEALTHY KIDS SURVEY 2017-2018:

Approval of Memorandum of Understanding for the California Healthy Kids Survey (CHKS) 2017-2018. This agreement outlines conditions to be met by the District as they relate to access to and the administration of the CHKS, the California School Staff Survey, and the California School Parent Survey. Data from the surveys is intended to help schools foster a positive school climate and student learning engagement, prevent risky behaviors and other impediments to academic achievement and to promote positive health habits and behaviors. The surveys have multiple modules. The administration is planned for January 2018, where students in grades 5, 7, 9, and 11 will complete the core module of the survey. Students in middle and high school will also complete the supplemental Resilience and Youth Development module. A pilot of the California School Staff Survey and California School Parent Survey will also be conducted. The District will receive approximately \$9,802 to help offset the anticipated cost of \$10,419 associated with survey administration. The net cost to the District is anticipated to be \$617 paid by general funds. Students and parents will have the opportunity to opt-out and fifth grade students require an opt-in to participate. Student personally identifiable information is not collected or released when participating.

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 Memorandum of Understanding for the California Healthy Kids Survey (CHKS) 2017-2018.

Motion by _____ Seconded by _____

29. STUDY OF LANGUAGE IMMERSION K-12 PROGRAM:

The Board will receive a presentation on the Language Immersion program and progress. Language Immersion was established in the District in 1992 and is based on a model that has been in place in North America since the 1960s. Language Immersion (LI) is a unique educational model where children learn to think, read, write and communicate naturally in two languages. Classes are composed of students who are both native English speakers and native speakers of the target language. Beginning in kindergarten students are taught academic subjects in the target language and English thereby developing proficiency in both languages and resulting in students' biliteracy. There are currently four K-12 LI pathways, with three offering instruction in Spanish and one in Mandarin. In 2015-2016, the District's LI programs served approximately 2,797 students.

DISCUSSION/
ACTION

Page 597

EXHIBIT 28

INFORMATION/
DISCUSSION

Page 667

EXHIBIT 29

The District contracted with Hanover Research Group to conduct a study of program data related to the LI program implementation. The review covers a range of topics related to student enrollment, attrition and performance within the program, with special emphasis on differential outcomes for students who arrive in the program fluent in English and those who are English learners (ELs). The study also covers the results of surveys distributed to program parents, teachers and students in Spring 2017. The goal of this analysis was to support the District in its evaluation of the effectiveness of the Two Way Immersion program, and examination of strategic investments and interventions that might be made. District staff independently analyzed Hanover results with a closer examination of specific student data to better understand the noted trends and results. The reported research results and subsequent analyses are foundational for future work. A detailed outline of progress and future work can be found in the corresponding Board report.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

30. STATE ACCOUNTABILITY LOCAL INDICATORS:

The new state accountability system has Local Control Funding Formula priority areas that meet the criteria established for state indicators. Other remaining priority areas are considered local indicators and require districts to identify a measurement and determine whether they have Met or Not Met each applicable local indicator. The local indicators only apply at the district level, not the school level. Districts use the local indicators to evaluate and report their progress on priority areas. This item will provide an update on each of the local indicator measurements that were approved at the May 24, 2017 Board meeting.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

31. PARENT RESOURCE TO SUPPORT INDIVIDUALIZED EDUCATION PROGRAM PROCESS:

Through consultation with Trustees, Principals, Parents and staff, Student Support Services developed a resource to support individuals through the Individualized Education Program development process.

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

Contact: Gregory Merwin, Associate Superintendent, Student Support Services

INFORMATION/
DISCUSSION
Page 711
EXHIBIT 30

INFORMATION/
DISCUSSION
Page 746
EXHIBIT 31

Staff Recommendation

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

32. SECOND READING – BOARD POLICY 6158, INDEPENDENT STUDY:

The proposed revisions to Board Policy 6158, *Independent Study*, have been necessitated based on compliance concerns raised in May 2017 during the District's most recent audit. The annual audit recommended that changes be made in order to comply with state law. The changes that are being recommended are technical in nature and do not substantively alter the current Independent Study program. 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 6158, *Independent Study*.

Motion by _____ Seconded by _____

33. BOARD POLICY 4031 APPEAL TO THE BOARD REGARDING DISCRIMINATION COMPLAINT AGAINST EMPLOYEES (GOVERNMENT CODE § 54957):

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

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

34. RESOLUTION NO. 1718-21, INTENT TO CONSIDER THE CONVEYANCE OF AN EASEMENT TO THE SANTA MARGARITA WATER DISTRICT FOR THE PURPOSES OF PROVIDING NECESSARY WATER SERVICES TO ESENCIA K-8 SCHOOL:

The Santa Margarita Water District (SMWD) requires an easement in order to install and connect necessary water services, including fire protection services, to the new construction of Esencia K-8 School. 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 allowing the public to 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

DISCUSSION/
ACTION

Page 749

EXHIBIT 32

INFORMATION/
DISCUSSION

DISCUSSION/
ACTION

Page 754

EXHIBIT 34

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 December 6, 2017, 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. This easement is in no way related to the toll road.

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. 1718-21, Intent to Consider the Conveyance of an Easement to the Santa Margarita Water District for the Purposes of Providing Necessary Water Services to Esencia K-8 School.

Motion by _____ Seconded by _____

35. UPDATE ON SOLAR ENERGY PROJECTS:

The Board will receive an information presentation from ARC Alternatives, the District's energy advisor, with an update on the Request for Proposals process for solar energy projects.

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

INFORMATION/
DISCUSSION
Page 767
EXHIBIT 35

36. RESOLUTION NO. 1718-24, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (NEW CLEAN RENEWABLE ENERGY BONDS) (SERIES A – DIRECT SUBSIDY) AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (SERIES B – TAXABLE) IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$26,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS, AGREEMENTS, AND RELATED ACTIONS:

Following the information presentation on October 11, 2017, the Board is asked to consider adoption of Resolution No. 1718-24 authorizing the issuance of bonds for solar energy projects and approving several bond legal documents.

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

DISCUSSION/
ACTION
Page 788
EXHIBIT 36

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. 1718-24, A Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Execution and Delivery of the Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy) and the Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) in an Aggregate Principal Amount of Not to Exceed \$26,000,000, Authorizing the Distribution of an Official Statement in Connection Therewith, and Authorizing the Execution of Various Documents, Agreements, and Related Actions.

Motion by _____ Seconded by _____

37. **RESOLUTION NO. 1718-25, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION AUTHORIZING DELIVERY AND SALE OF CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (NEW CLEAN RENEWABLE ENERGY BONDS) (SERIES A – DIRECT SUBSIDY) AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (SERIES B – TAXABLE) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$26,000,000 AND APPROVING RELATED DOCUMENTS, AGREEMENTS AND ACTIONS:**

DISCUSSION/
ACTION
Page 1052
EXHIBIT 37

Following the information presentation on October 11, 2017, the Board is asked to consider adoption of Resolution No. 1718-25 authorizing the issuance of bonds for solar energy projects and approving several bond legal documents.

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. 1718-25, A Resolution of the Board of Directors of the Capistrano Unified School District School Facilities Corporation Authorizing Delivery and Sale of Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy) and the Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) in the Maximum Principal Amount of \$26,000,000 and Approving Related Documents, Agreements and Actions.

Motion by _____ Seconded by _____

38. **PA2 SCHOOL IMPLEMENTING AGREEMENT – RMV COMMUNITY DEVELOPMENT, LLC AND RMV PA2 DEVELOPMENT, LLC:**

DISCUSSION/
ACTION
Page 1192
EXHIBIT 38

The Board is asked to consider approval of the PA2 School Implementing Agreement with RMV Community Development, LLC, a California limited liability company and RMV PA2 Development, LLC, a California limited liability company, collectively, RMV. The purpose of this agreement, as anticipated in the School Facilities Agreement, is to identify the manner and means by which the cash flow requirement

for the completion of Esencia K-8 School will be satisfied pending the receipt of state funds and reimbursement. There is no financial impact.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the PA2 School Implementing Agreement with RMV Community Development, LLC and RMV PA2 Development, LLC.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, DECEMBER 6, 2017, 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

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

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

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

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

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

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

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.

Members of the public shall have an opportunity to address the Board regarding items on the agenda to be considered during Closed Session prior to the Board adjourning the meeting to Closed Session. Individual presentations are limited to a maximum of three minutes; however, the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers who wish to address a specific agenda topic.

ORAL COMMUNICATIONS (Non-Agenda Items): Regular, scheduled meetings of the Board shall have a portion of each meeting devoted to Oral Communications. Oral Communications, will take place following Special Recognitions. The total time for the Oral Communications portion of regular meetings shall be twenty minutes. Individual presentations are limited to a maximum of three minutes per individual 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. The Board may, however, at its discretion, refer items to the administration for follow-up or place topics on a future Board agenda.

ORAL COMMUNICATIONS (Agenda Items): Members of the public shall also have an opportunity to address the Board on Open Session agenda items before their consideration by the Board. Individual presentations for the Consent Calendar are limited to a maximum of five minutes for all Consent Calendar items. Individual presentations for Discussion/Action agenda items are limited to a maximum of three minutes however; the time assigned for individual presentations could be fewer than three minutes depending upon the total number of speakers, who wish to address a specific agenda topic. The total time for presentations shall be limited to twenty minutes per agenda topic, unless the Board grants additional time. The Board shall hear all presentations after any staff comments but prior to the formal discussion by Board members 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 unless otherwise approved by the Board. When addressing a specific item on the agenda, the Board may vote to allow additional public speaker time for an individual Discussion/Action item.

PUBLIC HEARINGS: Any time the Board schedules a separate public hearing on a 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 recommended action at the time of the hearing.

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.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Joshua Hill, Assistant Superintendent, Curriculum and Instruction Secondary Education

Date: November 8, 2017

Board Item: Public Hearing: Biotechnology College and Career Access Pathways Partnership Agreement with South Orange County Community College District

HISTORY

In February 2012, the Board of Trustees approved the Biotechnology course which had been piloted at Dana Hills High School (DHHS), and since that time, DHHS students have benefitted from the course. Following the passage of AB 288, DHHS students were able to receive college credit for taking Biotechnology. A College and Career Access Pathways agreement to implement biotechnology study at DHHS was drafted in the Spring 2016 and approved by the District and South Orange County Community College District boards in Summer 2016. Recent data indicates that during Fall 2016, 46 DHHS students enrolled in BIOT 70. In Spring 2017, 44 students enrolled in BIOT 70L. In Summer 2017, 15 students enrolled in BIOT 273. Two DHHS students have earned the Biotechnology Lab Assistant Certificate of Achievement and 5 have applied to earn the certificate. Their applications are currently under evaluation by the college.

BACKGROUND INFORMATION

On January 1, 2016 AB 288 (Holden) was enacted, defining “dual enrollment” for the first time and allowing College and Career Access Pathways partnerships to form. The South Orange County Community College District’s partnership with the District’s College and Career Access Pathways partnership arose out of the Orange County Curriculum Alignment Team for Biotechnology, a joint effort of the SB 1070 and Orange County Pathways grants through the Orange County Department of Education. During Fall 2015 Professor Emalee Mackenzie, Irvine Valley College and instructor Kristine Clarke, DHHS, were among the Orange County educators participating in the Biotechnology alignment sessions, a collaboration that gave birth to the partnership between our school districts. During mandatory state reporting on College and Career Access Pathways agreements, Irvine Valley College discovered that there had been no mandatory first reading of the College and Career Access Pathways by the District Board prior to approval. Therefore, a cure and correct is requested in the form of a Public Hearing followed by a second reading and re-approval/vote on the current College and Career Access Pathways partnership agreement. Trustees are being asked to provide a public hearing and reapprove the agreement with South Orange County Community College District that was approved during the 2016-2017 school year without any changes being made to it. This will address the technicality

of not having a public hearing during the 2016-2017 school year prior to approving the agreement during the 2016-17 school year. Please note that some information such as the names of employees involved in creating and implementing the agreement and the dates when certain aspects of the agreement were completed in the agreement may be currently outdated due to staff leaving the District or the agreement being approved at the May 25, 2016 Board meeting. These discrepancies do not need to be changed or altered to complete this technical cure and correct step.

CURRENT CONSIDERATIONS

Approval of the Biotechnology College and Career Access Pathways Partnership Agreement with South Orange County Community College District will enable DHHS students who take Biotechnology to receive college credit for the course and qualify to apply to receive the Biotechnology Lab Assistant Certificate of Achievement at Irvine Valley College.

The second reading and recommended approval of the agreement will be agendized December 6, 2017.

FINANCIAL IMPLICATIONS

None

STAFF RECOMMENDATION

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

PREPARED BY: Joshua Hill, Assistant Superintendent, Curriculum and Instruction, Secondary Education

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

**DUAL ENROLLMENT
BIOTECHNOLOGY COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
2016-2018**

This is a Biotechnology College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange County Community College District (SOCCCD) and Capistrano Unified School District (CUSD)

For clarity this document recites in italicized font, the verbatim language from Education Code Section 76004.

76004. Notwithstanding Section 76001 or any other law:

(a) The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

(b) A participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: June 27, 2016
- (b) Public Comment/Approval Board Meeting Date: July 18, 2016

CUSD Board Meetings:

- (a) Information Board Meeting Date: June 22, 2016
- (b) Public Comment/Approval Board Meeting Date: July 20, 2016

(c)(1) The CCAP partnership agreement shall outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP partnership agreement shall also establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- (a) Total number of high school students to be served: 40-80 per semester per course.
- (b) Total number of FTES projected to be claimed under this Agreement: 9-12 per semester (based on 40 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered (including student learning support courses) will be appended to this document each semester during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

(c)(2) The CCAP partnership agreement shall identify a point of contact for the participating community college district and school district partner.

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi, Dean, Social and Behavioral Sciences, Academic Programs, tfahimi@ivc.edu. (949) 451-5204.

CUSD/Dana Hills High School Point of Contact:

Name: Marc B. Patterson, Executive Director of Secondary Curriculum & Instruction, (949) 234-9261, MBPATTERSON@capousd.org.

(c)(3) A copy of the CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department before the start of the CCAP partnership. The chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's Office: August 15, 2016.

By Whom: Traci Fahimi, Dean, Social and Behavioral Sciences, Academic Programs, Irvine Valley College

(d) A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils pursuant to this section or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a).

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

SOCCCD (Irvine Valley College) agrees to abide by sections (d), (e), and (f) above.

(g) A community college district participating in a CCAP partnership may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.

(h) The CCAP partnership agreement shall certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.

Under the terms of this Agreement, any community college instructor teaching at a high school campus must submit to a live scan fingerprint analysis which will be kept on file at the South Orange County Community College Community College District and the Capistrano Unified School District.

(i) The CCAP partnership agreement shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

SOCCCD (Irvine Valley College) and CUSD/Dana Hills High School hereby certify that no existing high school teachers will be displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(j) The CCAP partnership agreement shall certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

SOCCCD (Irvine Valley College) and CUSD/Dana Hills High School hereby certify that no Irvine Valley College faculty members have been displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(k) The CCAP partnership agreement shall include a certification by the participating community college district of all of the following:

(k)(1) A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

SOCCCD (Irvine Valley College) hereby certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at Irvine Valley College.

(k)(2) A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership.

SOCCCD (Irvine Valley College) hereby certifies that college departments offering the

courses listed in Appendix A of this Agreement do not have oversubscribed sections prior to commencement of the semester.

(k)(3) Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.

SOCCCD (Irvine Valley College) hereby certifies that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible students at Irvine Valley College.

(l) The CCAP partnership agreement shall certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) hereby certify that this Agreement complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this document.

Further, SOCCCD (Irvine Valley College) hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges" dated January 2012.

*(m) The CCAP partnership agreement shall specify both of the following:
(m)(1) Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.*

Capistrano Unified School District will be the employer of record for all teachers paid by CUSD participating in this Agreement.

SOCCCD will be the employer of record for all faculty paid by SOCCCD teaching at the high schools listed in this Agreement.

(m)(2) Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

Capistrano Unified School District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

SOCCCD (Irvine Valley College) will direct the respective college departments to conduct evaluation of all faculty teaching under this Agreement according to the regular college faculty evaluation guidelines and timelines.

(n) The CCAP partnership agreement shall certify that any remedial course taught by community college faculty at a partnering high school campus shall be

offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.

(o)(1) A community college district may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.

(o)(2) For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (o)(1) and (o)(2).

(p) A community college district may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:

(1) The units constitute no more than four community college courses per term.

(2) The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.

(3) The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (p), (1), (2), and (3). SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected pursuant to this Agreement to no more than two college courses during the regular high school day. Pursuant to subsection (p) above, pupils under this Agreement could take up to 15 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

(q) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (q).

(r) A district shall not receive a state allowance or apportionment for an

instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) agree that the District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction.

(s) The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.

(t) (1) For each CCAP partnership agreement entered into pursuant to this section, the affected community college district and school district shall report annually to the office of the Chancellor of the California Community Colleges all of the following information:

(A) The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.

(B) The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.

(C) The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.

(D) The total number of full-time equivalent students generated by CCAP partnership community college district participants.

SOCCCD (Irvine Valley College) and CUSD/Dana Hills High School agree to annually report to the office of Chancellor of the California Community College sections A through D above.

(2) On or before January 1, 2021, the chancellor shall prepare a summary report that includes an evaluation of the CCAP partnerships, an assessment of trends in the growth of special admits system wide and by campus, and, based upon the data collected pursuant to this section, recommendations for program improvements, including, but not necessarily limited to, both of the following:

(A) Any recommended changes to the statewide cap on special admit full-time equivalent students to ensure that adults are not being displaced.

(B) Any recommendation concerning the need for additional student assistance or academic resources to ensure the overall success of the CCAP partnerships.

(3) The chancellor shall ensure that the number of full-time equivalent students generated by CCAP partnerships is reported pursuant to the reporting requirements in Section 76002.

(u) The annual report required by subdivision (t) shall also be transmitted to all of the following:

(1) The Legislature, in compliance with Section 9795 of the Government Code.

(2) The Director of Finance.

(3) The Superintendent.

(v) A community college district that violates this article, including, but not necessarily limited to, any restriction imposed by the board of governors pursuant

to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.

(w) The statewide number of full-time equivalent students claimed as special admits shall not exceed 10 percent of the total number of full-time equivalent students claimed statewide.

(x) Nothing in this section is intended to affect a dual enrollment partnership agreement existing on the effective date of this section under which an early college high school, a middle college high school, or California Career Pathways Trust existing on the effective date of this section is operated. An early college high school, middle college high school, or California Career Pathways Trust partnership agreement existing on the effective date of this section shall not operate as a CCAP partnership unless it complies with the provisions of this section.

(y) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

In compliance of AB 288, assessment of the DHHS students' benefit from the courses taken as part of the Biotechnology CCAP will be based on, in part, high school completion rate, job placement or certificate completion and continuance of college courses beyond CCAP.

EXIT CLAUSE

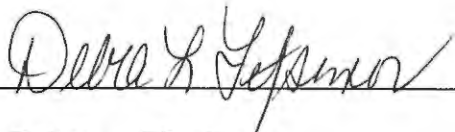
For purposes of allowances and apportionments from Section B of the State School Fund, Irvine Valley College reserves the right to cancel this program or convert a CCAP pathway into a fee-based contract education program if the South Orange County Community College District experiences a workload reduction, a significant budget reduction, a regulatory change disallowing apportionment for special admissions (high school) students, or elimination of basic aid funding of the South Orange County Community College District. Irvine Valley College will communicate to CUSD any necessary change in writing within 5 working days. A change to fee-based instruction would be effective for the following semester.

CUSD reserves the right to cancel this program or work with Irvine Valley College to move it to another site if CUSD experiences a significant budget reduction, staffing issues, facilities issues, low enrollment or other unforeseen difficulties. CUSD will communicate any necessary change to Irvine Valley College in writing within 5 working days prior to the cancellation going into effect.

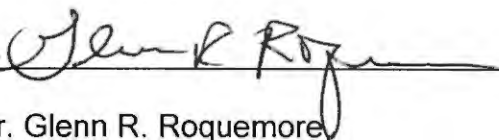
HOLD HARMLESS CLAUSE

SOCCCD agrees to defend, indemnify, and hold harmless CUSD, and CUSD's trustees, employees, and agents, for any liability, loss, damage, or expense in any way connected with this Agreement which is caused by the negligence or other wrongdoing of SOCCCD or its trustees, employees, or agents. CUSD agrees to defend, indemnify, and hold harmless SOCCCD, and SOCCCD's trustees, employees, and agents, for any liability, loss, damage, or expense in any way connected with this Agreement which is caused by the negligence or other wrongdoing of CUSD or its trustees, employees, or agents.

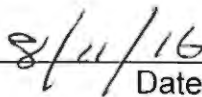

In witness thereof, the Chancellor of the South Orange County Community College District, the President of Irvine Valley College, and the Superintendent of the Capistrano Unified School District are the signatories of this Memorandum of Understanding.




Dr. Debra L. Fitzsimons,
Acting Chancellor
South Orange County Community College District


Date

Dr. Glenn R. Roquemore
President,
Irvine Valley College


Date

Kirsten Vital
Superintendent,
Capistrano Unified School


Date

APPENDIX A

Scope, nature, time, location and listing of community college courses to be offered:

SCOPE:

Approximately 100 hours of classroom lecture and laboratory college-level instruction in biotechnology.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in biotechnology offered by Irvine Valley College. Offerings are open to students of Dana Hills High School exclusively and are in full compliance with AB 288.

TIME AND LOCATION:

Scheduling for BIOT 70 (Fall 2016) and BIOT 70L (Spring 2017) on the Dana Hills High School Campus will be during the regular bell schedule. (NOTE: BIOT 273 has been requested to be offered in Summer 2017.)

- First section meets 3 times a week. On Mondays it meets for one hour and then on Tuesday and Thursday it meets for 1 hour and 40 minutes.
- Second section meets 4 times a week for 65 minutes.
- Supplemental Instruction support course (TU 301) meets as needed.

COURSE DESCRIPTIONS (LISTING):

BIOT 70: Catalog Description:

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems, develop or make useful products, perform specific industrial or manufacturing processes such as the bio-conversion of organic waste and the use of genetically altered bacteria in the cleanup of oil spills. This course is an introduction to the field of biotechnology including a history of its origin and development, a survey of modern industrial applications and accomplishments, ethical considerations, and career paths. Industry practices and ethics will be emphasized. Field trips may be required.

BIOT 70L: Catalog Description:

This laboratory course addresses basic skills and techniques common to the biotechnology industry. Topics include measurement of activity and quantity of proteins, growth and manipulation of bacteria, genetic engineering and antibody methods. This course is intended for students majoring in applied biotechnology and is the recommended course to accompany BIOT 70.

This course is being offered by Irvine Valley College at the request of the Capistrano Unified School District. Email memoranda from CUSD Superintendent Kristen and M. Vital Mark B. Patterson, Executive Director of Secondary Curriculum & Instruction, Capistrano Unified School District, confirms the nature of the requested career pathways dual enrollment curriculum:

From: Patterson, Marc B. [mailto:MBPATTERSON@capousd.org]
Sent: Wednesday, April 20, 2016 1:23 PM
To: Craig Justice <cjustice@ivc.edu>; Allemann, Jason J. <JJAllemann@capousd.org>; Sabol, Amy M. <AMSABOL@capousd.org>
Subject: Re: Bio Tech

Hello-

I just wanted to formally acknowledge that CUSD and Dana Hills would love to continue the work to build the biotech pathway with IVC. Dr. Allemann will be in contact.

Thank you for being so patient as we worked through this process.

Marc

From: Vital, Kirsten M.
Sent: Monday, March 28, 2016 5:35 PM
To: Patterson, Marc B.
Cc: Holliday, Susan E.; Allemann, Jason J.; Sabol, Amy M.; Romo, Patricia J.
Subject: RE: Saddleback

Done. Please make the MOU with IVC.

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

During the meeting on November 8, 2017, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public.

TOPIC OF HEARING

Intention to request approval of the issuance of New Clean Renewal Energy Bonds for the purpose of financing the installation of energy conservation measures in accordance with Government Code § 4217.13.

DATE: November 8, 2017

TIME: 7:00 p.m.

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

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Date: November 8, 2017

Board Item: Donation of Funds

HISTORY

Historically the District has allowed parents, businesses and community members to make monetary or non-monetary donations to the school or department of their choice. These donations may be designated by the donor for specific purposes or can be donated for school/department use as needed. The District retains discretion over whether or not to accept any gifts. The District makes no commitment to repairing and maintaining donated items.

BACKGROUND INFORMATION

Donations are typically received at school sites where the office staff fills out a 'Donation of Funds' form and sends it to the Fiscal Services Department. Fiscal Services Staff review the donation form to determine if there are any issues of safety or other reasons why the gift(s) should not be accepted. The donation information is submitted to the Board of Trustees for approval at the next Board Meeting. After Board approval a thank you letter is sent to the donor.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of the attached list of donations.

FINANCIAL IMPLICATIONS

The financial Implications of this agenda item are presented in the attached documents.

DATA or OTHER INFORMATION

In an average year monetary donations total around \$3.5 million to \$4 million.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the attached Donation of Funds listing.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

DONATED BY	AMOUNT	PURPOSE	SCHOOL
City of Laguna Niguel	\$5,000.00	Homework Club	Aliso Niguel High School
Ambuehl Elementary School PTA	\$12,000.00	Primary Music Program	Ambuehl Elementary School
Robert and Veronica Hoggatt	\$110.00	Calming Sensory Room	Arroyo Vista Elementary School
Karen and Lewis Lustman	\$200.00	Calming Sensory Room	Arroyo Vista Elementary School
Miloz and Malgorzata Szkurat	\$20.00	Calming Sensory Room	Arroyo Vista Elementary School
Honer Family Trust	\$275.00	Calming Sensory Room	Arroyo Vista Elementary School
Kevin and Sue Walshe	\$1,300.00	Calming Sensory Room	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$18,000.00	Primary Music Instruction	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$5,049.23	Meet the Masters Program	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$110.44	Meet the Masters Program	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$5,463.85	Accelerated Reading Program	Arroyo Vista Elementary School
Arroyo Vista Elementary School PTA	\$9,000.00	Field Trips	Arroyo Vista Elementary School
Hambone Group, Inc.	\$1,200.00	Calming Sensory Room	Arroyo Vista Elementary School
Bathgate Elementary School Foundation	\$2,808.86	Renaissance Learning Program	Bathgate Elementary School
MOHS- Teck, Inc.	\$1,000.00	School Use as Needed	Bathgate Elementary School
The Benevity Community Impact Fund	\$75.00	School Use as Needed	Bernice Ayer Middle School
Canyon Vista Elementary School PTA	\$24,000.00	Primary Music Program	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$1,180.00	4th Grade Field Trip	Canyon Vista Elementary School
Concordia Elementary School PTA	\$3,075.00	4th Grade Field Trip	Concordia Elementary School
Concordia Elementary School PTA	\$420.00	Teacher Stipends for Kindergarten	Concordia Elementary School
Concordia Elementary Education Foundation	\$823.32	School Use as Needed	Concordia Elementary School
Concordia Elementary School PTA	\$860.00	Kindergarten Field Trip	Concordia Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Concordia Elementary School PTA	\$1,380.00	5th Grade Field Trip	Concordia Elementary School
City of Laguna Niguel	\$5,000.00	Homework Club	Dana Hills High School
Dana Hills High School PTSA	\$1,000.00	Materials and Supplies for WASC	Dana Hills High School
Dana Hills High School PTSA	\$2,000.00	WASC Accreditation Additional Funding	Dana Hills High School
Don Juan Avila Elementary School PTA	\$2,250.00	Installation of Marquee	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$24,000.00	Primary Music Program	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$533.00	Reading Counts and Fast Math Program	Don Juan Avila Elementary School
Vending Plus	\$20.75	School Use as Needed	John S. Malcolm Elementary School
John S. Malcolm Elementary School PTA	\$12,000.00	Primary Music Instruction	John S. Malcolm Elementary School
John S. Malcolm Elementary School PTA	\$20,500.00	Chromebooks	John S. Malcolm Elementary School
Ladera Ranch Education Foundation, Inc.	\$2,800.00	Professional Development for Teachers	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,698.00	Reading A-Z License Renewals	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$387.12	Book Storage Bins	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$25,118.12	Chromebook and Carts	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,777.82	Robotics Kits	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$24,000.00	Primary Music Instruction	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$7,364.59	Chromebooks	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,050.00	Professional Development for Teachers	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$1,000.00	Meet the Masters Program	Ladera Ranch Elementary School
Laguna Niguel Elementary School PTA	\$3,589.19	Meet the Masters Program	Laguna Niguel Elementary School
Las Flores Elementary School PTA	\$2,549.28	Chromebooks	Las Flores Elementary School
Las Flores Elementary School PTA	\$24,000.00	Primary Music Instruction	Las Flores Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Mani Gopal	\$1,100.00	School Use as Needed	Las Flores Middle School
Las Flores Middle School PTSA	\$22,117.34	Chromebooks	Las Flores Middle School
Marblehead Elementary Aloha Education Foundation	\$12,000.00	Primary Music Program	Marblehead Elementary School
Marian Bergeson Elementary School PTA	\$2,067.00	Homework Club	Marian Bergeson Elementary School
Bergeson Foundation	\$5,453.96	Accelerated Reading Program	Marian Bergeson Elementary School
Bergeson Foundation	\$23,302.80	Outdoor Science Camp	Marian Bergeson Elementary School
RMIQ Foundation	\$4,500.00	Brain Builder's Program	Moulton Elementary School
RMIQ Foundation	\$8,000.00	Instructional Assistants	Moulton Elementary School
RMIQ Foundation	\$170.83	Instructional Assistant	Moulton Elementary School
Moulton Elementary School PTA	\$24,000.00	Primary Music Instruction	Moulton Elementary School
Mathnasium of Mission Viejo	\$1,000.00	School Use as Needed	Newhart Middle School
Oak Grove Elementary School PTA	\$24,000.00	Primary Music Instruction	Oak Grove Elementary School
LaMonte Woods and Sidney Trupkin	\$200.00	Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$49,481.56	Primary Music Instruction	Oso Grande Elementary School
Kroger	\$25.63	Materials and Supplies	Palisades Elementary School
Philip J. Reilly Elementary School PTA	\$18,000.00	Primary Music Instruction	Philip J. Reilly Elementary School
RH Dana ENF PTA	\$1,150.00	School Use as Needed	RH Dana ENF Elementary School
Edison International	\$300.00	DVD Players	San Clemente High School
Lina G. Perez	\$100.00	Materials and Supplies	San Juan Elementary School
San Juan Creek Education Foundation	\$466.00	Materials and Supplies	San Juan Elementary School
San Juan Creek Education Foundation	\$18,000.00	Primary Music Instruction	San Juan Elementary School
Shorecliffs Middle School Educational Foundation	\$600.00	School Use as Needed	Shorecliffs Middle School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Tijeras Creek Booster Club	\$1,585.00	5th Grade Outdoor Science Camp	Tijeras Creek Elementary School
CR&R	\$888.40	Instructional Assistants	Tijeras Creek Elementary School
Tijeras Creek Booster Club	\$10,000.00	Instructional Assistants	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$4,077.48	Materials and Supplies	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$1,250.00	Field Trip	Truman Benedict Elementary School
Vista del Mar Elementary School PTA	\$18,000.00	Primary Music Program	Vista del Mar Elementary School
Mako Foundation	\$1,077.50	Culinary Arts Program	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$2,304.75	Student Planners	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$2,222.85	School Use as Needed	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$23,200.00	Primary Music Program	Wagon Wheel Elementary School
	\$536,629.67		

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Philippa Townsend, Assistant Superintendent, Fiscal Services

Prepared by: Lynh Rust, Executive Director, Contracts and Purchasing

Date: November 8, 2017

Board Item: Purchase Orders, Commercial Warrants and Previously Board-Approved Bids and Contracts

HISTORY

Pursuant to Resolution No. 1112-12 *Delegation of Authority* approved by the Board of Trustees on September 12, 2011, the Board delegated authority to the Deputy Superintendent, Business and Support Services, Executive Director, Fiscal Services, and Director, Purchasing, the authority to sign and execute all contracts and purchase orders. A previous Board Member requested that staff provide a listing of Board approved warrants for each vendor with a total payment exceeding \$250,000 per fiscal year. That listing is included in this report.

BACKGROUND INFORMATION

Requests for issuance of all warrants are submitted to the County Superintendent of Schools, Business Services Division, for review and preparation. Warrants are then returned to the District Fiscal Services Office and submitted to the Board of Trustees for approval.

In May 2017, the District transitioned from Quintessential School Systems (QSS) as the business system for generating purchase orders (PO), commercial warrants and related reports to the OCDE-supported BusinessPlus software system. Beginning in fiscal year 2017-2018, POs are issued in BusinessPlus. The PO report is separated by individual funds, such as the general fund (01), Food and Nutrition fund (13), various capital facilities funds (25, 35, 40, etc). The PO number indicates the fiscal year, the District ledger number, type of PO and number. POs indicating an "A" are associated with agreements, "P" are standard POs, "X" are purchases made through District-issued Cal-Cards, and "R" are rollover POs, spanning two or more fiscal years. An example of a "R" PO is a facilities project that was started in fiscal year 2016-2017, but will not be completed until Fiscal Year 2017-2018.

CURRENT CONSIDERATIONS

Under Education Code § 17605, all transactions entered into by the officer or employee delegated authority shall be reviewed by the governing board every 60 days. This agenda item requests Board approval and/or ratification of the attached list of purchase orders and commercial warrants.

FINANCIAL IMPLICATIONS

The expenditures related to the listed purchase orders, commercial warrants, and previously approved bids and contracts were previously authorized as part of the District's budget approval process.

OTHER INFORMATION

The QSS-generated reports slightly differ in format than the BusinessPlus reports; however, the new BusinessPlus reports organize the purchase orders by specific fund.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt, approve and ratify the attached purchase order and warrant listing.

PREPARED BY: Philippa Townsend, Assistant Superintendent, Fiscal Services

PREPARED BY: Lynh Rust, Executive Director, Contracts and Purchasing

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68A0064	ORBACH HUFF SUAREZ & HENDERSON	250,000.00	250,000.00	0109990016	General-DW Adjst-Gen Adm / Legal Services
L68A0112	ERIC HALL & ASSOCIATES LLC	25,000.00	25,000.00	0100000306	General-Undes-Purch / Services & Operating Expend
L68A0114	TARGETSUCCESS INC	6,229.91	6,229.91	0100000299	General-Undes-Prsnl:HR / Services & Operating Expend
L68A0131	OCEANVIEW SCHOOL	24,198.00	24,198.00	0165000092	General-Spec Ed-NPS / Non-Public Schools
L68A0132	OCEANVIEW SCHOOL	12,588.01	12,588.01	0165000092	General-Spec Ed-NPS / Non-Public Schools
L68A0133	OCEANVIEW SCHOOL	37,962.00	16,071.00	0165000092	General-Spec Ed-NPS / Subagreement NPS
L68A0136	A.C. LANDSCAPE INC.	24,915.53	21,891.00	0165000092	General-Spec Ed-NPS / Non-Public Schools
L68A0141	NASARIO SOLIS	412.00	24,915.53	0100000518	General-Undes-Op:Grnds / Rental, Leases & Repairs:Other
L68A0142	BELLEFAIRE JCB	254,265.39	412.00	0100000581	General-Undes-Security / Services & Operating Expend
			61,124.70	0165000092	General-Spec Ed-NPS / Subagreement RTC
			24,999.00	0165000092	General-Spec Ed-NPS / Residential Treatment Center
			84,070.84	0165120028	General-SEMTLHL-NPS / Subagreement Mental Health B&C
			84,070.85	0165120038	General-SEMTLHL-PsychSer / Subagreement Mental Health B&C
			10,000.00	0165000131	General-Spec Ed-Spch Aud / Non-Public Agency
			5,400.00	0165000099	General-Spec Ed-SE0thIns / Consulting Services
			7,500.50	0165000095	General-Spec Ed-NPA / Subagreement NPA
			12,499.50	0165000095	General-Spec Ed-NPA / Non-Public Agency
			7,500.50	0165000257	General-Spec Ed-NPA / Subagreement NPA
			12,499.50	0165000257	General-Spec Ed-NPA / Non-Public Agency
			165,000.00	0100000285	General-Undes-Bus/Fisc / Services & Operating Expend
			85,000.00	0109000002	General-Mello Rs-M-R Reim / Services & Operating Expend
			11,328.57	0142010006	General-TIIIImmng-Instrctn / Services & Operating Expend
			2,211.88	0100000277	General-Undes-Pub Info / Services & Operating Expend
			5,000.00	0165000131	General-Spec Ed-Spch Aud / Subagreement NPA
			2,000.00	0109000002	General-Mello Rs-M-R Reim / Legal Services
			5,450.60	0109860078	General-Bill/Inv-Enterprs / Services & Operating Expend
			5,000.00	0100000079	General-Undes-PrntPart / Services & Operating Expend
			78,280.00	0160100049	General-AftSchLr-Instrctn / Subagreement for Services
			24,720.00	0160100049	General-AftSchLr-Instrctn / Consulting Services
			10,000.00	0165000094	General-Spec Ed-NPS / Residential Treatment Center
			48,000.00	0100000271	General-Undes-Supt / Consulting Services: Non-Instr
			50,000.00	0100000277	General-Undes-Pub Info / Services & Operating Expend
L68A0146	GOVERNMENT FINANCIAL	250,000.00			
L68A0147	PROFESSIONAL TUTORS OF AMERICA	11,328.57			
L68A0149	DANIEL J EDELMAN INC DBA	2,211.88			
L68A0150	PROVIDENCE SPEECH AND	5,000.00			
L68A0152	BURKE WILLIAMS & SORENSEN LLP	2,000.00			
L68A0153	MEET THE MASTERS INC	5,450.60			
L68A0154	GOODWILL INDUSTRIES OF ORANGE	5,000.00			
L68A0155	YMCA OF ORANGE COUNTY	103,000.00			
L68A0156	RIGHT DIRECTION CRISIS INTERVE	10,000.00			
L68A0157	CAPITOL ADVISORS GROUP LLC	48,000.00			
L68A0158	DANIEL J EDELMAN INC DBA	50,000.00			

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68A0159	NICOLE MILLER & ASSOC INC	125,000.00	125,000.00	0100000291	5820 General-Undes-Prsnl:HR / Legal Services
L68A0160	FAGEN FRIEDMAN FULFROST LLP	39.06	39.06	0109990016	5820 General-DW Adjst-Gen Adm / Legal Services
L68A0161	OCEAN INSTITUTE	15,111.94	15,111.94	0130100104	5810 General-Title I-Instrctrn / Consulting Services
L68A0163	PARENT INST QUALITY EDUC	6,630.00	6,630.00	0104000415	4300 General-Gifts-PrntPart / Instruct Materials & Supplies
L68A0164	MATTHEW WILLIAMS ENTERPRISES L	4,000.00	4,000.00	0165000086	5810 General-Spec Ed-Aid:Inst / Consulting Services
L68A0170	BELLEFAIRE JCB	97,883.31	3,708.90	0165000092	5103 General-Spec Ed-NPS / Subagreement RTC
			24,999.00	0165000092	5803 General-Spec Ed-NPS / Residential Treatment Center
			34,587.71	0165120028	5104 General-SEMNTLHL-NPS / Subagreement Mental Health B&C
L68A0171	BELLEFAIRE JCB	2,116.43	2,116.43	0165120038	5104 General-SEMNTLHL-PsychSer / Subagreement Mental Health B&C
L68A0172	AUTISM SPECTRUM CONSULTANTS	2,260.00	2,260.00	0165000094	5803 General-Spec Ed-NPS / Residential Treatment Center
L68A0173	BEACON DAY SCHOOL	118,685.05	93,686.05	0165000095	5801 General-Spec Ed-NPA / Non-Public Agency
			24,999.00	0165000092	5102 General-Spec Ed-NPS / Subagreement NPS
L68A0174	NEW HAVEN YOUTH & FAMILY	19,530.00	19,530.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0175	MARDAN SCHOOL	32,065.20	7,066.20	0165000092	5102 General-Spec Ed-NPS / Subagreement NPS
			24,999.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0176	MARDAN SCHOOL	16,210.74	16,210.74	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0177	OAK GROVE INSTITUTE	50,428.38	9,109.38	0165000092	5803 General-Spec Ed-NPS / Residential Treatment Center
			20,659.50	0165120028	5104 General-SEMNTLHL-NPS / Subagreement Mental Health B&C
			20,659.50	0165120038	5104 General-SEMNTLHL-PsychSer / Subagreement Mental Health B&C
L68A0178	ATKINSON ANDELSON LOYA	3,180.00	3,180.00	0105010009	5800 General-15-16 1x-Prsnl:HR / Services & Operating Expend
L68A0183	COPPER HILLS YOUTH CENTER	40,000.00	40,000.00	0165120038	5104 General-SEMNTLHL-PsychSer / Subagreement Mental Health B&C
L68A0184	PORT VIEW PREPARATORY SCHOOL	163,455.00	138,456.00	0165000092	5102 General-Spec Ed-NPS / Subagreement NPS
			24,999.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0185	PORT VIEW PREPARATORY SCHOOL	25,855.00	25,855.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0186	PORT VIEW PREPARATORY SCHOOL	121,345.00	96,346.00	0165000092	5102 General-Spec Ed-NPS / Subagreement NPS
			24,999.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0187	PORT VIEW PREPARATORY SCHOOL	13,460.00	13,460.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0188	PORT VIEW PREPARATORY SCHOOL	78,045.00	53,046.00	0165000092	5102 General-Spec Ed-NPS / Subagreement NPS
			24,999.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0189	PORT VIEW PREPARATORY SCHOOL	23,800.00	23,800.00	0165000092	5802 General-Spec Ed-NPS / Non-Public Schools
L68A0190	BRAIN LEARNING PSYCHOLOGICAL	27,500.00	2,501.00	0165000029	5115 General-Spec Ed-PsychSer / Subagreement Non-Instr Consult
			24,999.00	0165000029	5815 General-Spec Ed-PsychSer / Consulting Services: Non-Instr

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68A0191	SPEECH & LANGUAGE DEVEL	96,411.42	71,412.42	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0192	SPEECH & LANGUAGE DEVEL	60,838.92	24,999.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0193	SPEECH & LANGUAGE DEVEL	45,992.82	35,839.92	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0194	SUMMITVIEW CHILD & FAMILY SERV	77,948.42	24,999.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
L68C0011	FOLLETT SCHOOL SOLUTIONS INC	74,694.16	24,943.55	0165000093 5803	General-Spec Ed-NPS / Residential Treatment Center
L68P0451	SO COAST DISTRIBUTING CO	4,000.00	12,471.08	0165120039 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
L68P0539	PATON MILLER LLC DBA	58,800.00	40,533.79	0165120054 5104	Room & Board Mediation / Subagreement Mental Health B&C
L68P0573	GAMETIME	8,000.00	74,694.16	0100100010 5800	General-EdBudget-Libr&Med / Services & Operating Expend
L68P0604	MAR VAC ELECTRONICS	10,000.00	4,000.00	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
L68P0800	FLAGHOUSE INC	443.03	58,800.00	0163870003 4200	General-CTEIG-Instrectn / Books & Reference Materials
L68P0909	SIMPLER LIFE EMERGENCY	626.80	8,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P1037	ELITE SHEET METAL INC	20,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P1053	SOUTHWEST SCHOOL SUPPLY	1,000.00	443.03	0165000122 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P1074	VERSATILE SYSTEMS INC.	9,200.00	626.80	0100020549 4300	General-SiteAllo-Instrectn / Instruct Materials & Supplies
L68P1089	ADVANCED CHEMICAL TECHNOLOGY I	4,000.00	20,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1118	PRIME FABRICATION	3,000.00	1,000.00	0104000383 4300	General-Gifts-Instrectn / Instruct Materials & Supplies
L68P1187	STERICYCLE ENVIRONMENTAL	5,000.00	9,200.00	0181500009 5800	General-RR&Maint-RR-Bldgs / Services & Operating Expend
L68P1294	ROMAINE ELECTRIC CORP	10,000.00	4,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1296	SIMPSON IRVINE INC	20,000.00	2,500.00	0172300008 5800	General-SpEdTran-PuplTran / Services & Operating Expend
L68P1300	TRAK ENGINEERING INC	2,500.00	2,500.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
L68P1312	SMART & FINAL **SCHOOL SITES**	175.00	8,000.00	0172400010 5605	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1329	LUX BUS AMERICA	10,000.00	4,000.00	0181500202 4500	General-H-S Trns-PuplTran / Pupil Transportation
			825.00	0172300014 4600	General-SpEdTran-PuplTran / Pupil Transportation
			850.00	0172400010 4600	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
			825.00	0181500202 4500	General-SpEdTran-PuplTran / Pupil Transportation
			175.00	0100020364 4300	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
			10,000.00	0100000333 5838	General-SiteAllo-Instrectn / Instruct Materials & Supplies
					General-Undes-DW Undst / Charter Transportation Service

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1338	PMD CONSULTING INC	11,000.00	11,000.00	0130100089	5800 General-Title I-Instrctn / Services & Operating Expend
L68P1345	AMT SYSTEMS INC	2,000.00	2,000.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1450	CREATIVE CONTRACTORS	20,000.00	20,000.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1501	SOUTH COAST FIRE PROTECTION	581.85	581.85	0100000373	4500 General-Undes-Custodil / Other Supplies : Non-Instructl
L68P1525	A Z BUS SALES INC	206,557.96	206,557.96	0105010005	6400 General-15-16 1x-PuplTran / Furniture & Equipment:Instruct
L68P1547	CDW GOVERNMENT INC.	1,880.00	1,880.00	0104000379	5800 General-Gifts-Instrctn / Services & Operating Expend
L68P1549	PC & MACEXCHANGE	2,101.13	2,101.13	0104000379	4400 General-Gifts-Instrctn / Non-Capitalized Equipment
L68P1627	TEACHERS DISCOVERY	171.01	171.01	0100020668	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1680	CULVER-NEWLIN	1,581.34	1,581.34	0100020019	4500 General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1691	WESTERN ASSOC SCH & COL	970.00	970.00	016230002	5300 General-Undes-SupvAdmn / Dues and Memberships
L68P1733	RESILITE SPORTS PRODUCTS	9,380.07	6,380.07	0109860010	4400 General-Bill/Inv-Enterprs / Non-Capitalized Equipment
L68P1782	DAVE BANG ASSOCIATES	4,650.16	3,000.00	0111000156	4400 General-CoCurric-CurAthlt / Non-Capitalized Equipment
L68P1797	FASTECH	15,000.00	4,650.16	0181500014	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1799	CULVER-NEWLIN	675.78	3,000.00	0172300014	5605 General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
L68P1800	CROWE, ROBERT AND VIRGINIA	5,000.00	12,000.00	0172400010	5605 General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
L68P1802	BADEN SPORTS INC	999.30	675.78	0100020364	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1803	SOCIAL STUDIES SCHOOL SERVICE	778.39	5,000.00	0165000126	5800 General-Spec Ed-HlthServ / Services & Operating Expend
L68P1804	CAMCOR INC	222.44	999.30	0100020343	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1805	OCDE	75.00	778.39	0100020630	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1806	COSTCO S.J.C.	1,015.00	222.44	0104000379	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1807	MCNAMARA, JAY J.	422.44	75.00	0107900013	5216 General-LCFFSupp-GuidCnsl / Conference : Non-Instructional
L68P1808	WESTERN STATES CONVERTERS & TR	7,500.00	1,015.00	0100020221	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1809	FOLLETT EDUCATIONAL SERVICES	51.61	422.44	0104000168	4500 General-Gifts-PuplTran / Other Supplies : Non-Instructl
L68P1810	CALIFORNIA WEEKLY EXPLORER INC	2,230.43	7,500.00	0172300014	5605 General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
L68P1811	PERMA-BOUND	1,817.45	51.61	0100020364	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1812	ORANGE COUNTY DEPARTMENT OF ED	200.00	2,230.43	0104000341	5800 General-Gifts-Instrctn / Services & Operating Expend
L68P1813	FLORIDA VIRTUAL SCHOOL	4,680.00	1,817.45	0100020411	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1814	LIFE TRENDS GROUP TLTG INC	254.94	200.00	0130100005	5216 General-Title I-SupvAdmn / Conference : Non-Instructional
L68P1815	OCEAN INSTITUTE	18,946.00	4,680.00	0163000036	5800 General-Lott:IM-Instrctn / Services & Operating Expend
L68P1816	OCEAN INSTITUTE	150.00	254.94	0100020364	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1817	SCHOLASTIC INC	72.60	18,946.00	0104000363	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
			150.00	0104000341	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
			72.60	0100020245	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1818	NASCO MODESTO A DIVISION OF	791.85	791.85	0100020637 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1819	CALIFORNIA WEEKLY EXPLORER INC	1,180.00	1,180.00	0104000385 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P1820	WARDS MEDIA TECH	660.42	660.42	0133110006 4405	General-PrivISP-StDev In / Non-Capitalized Equip: Non-Ins
L68P1821	OCEAN INSTITUTE	11,960.00	11,960.00	0104000312 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P1822	MEET THE MASTERS INC	5,306.83	5,306.83	0104000360 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P1823	OCDE/MEDIA SERVICES	242.44	242.44	0130100100 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1824	S&K THEATRICAL DRAPERIES INC	10,000.00	10,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1825	OTC BRANDS INC	500.00	500.00	0104000300 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1826	LAKESHORE LEARNING MATERIALS	869.06	869.06	0104000305 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1827	SOUTHWEST SCHOOL SUPPLY	8,000.00	8,000.00	0100020221 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1828	OCEAN INSTITUTE	3,075.00	3,075.00	0104000305 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P1830	CDW GOVERNMENT INC.	19,565.71	19,565.71	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1832	CDWG Inc	129.99	129.99	0145100006 4500	General-Ind Ed-SupvAdmn / Other Supplies : Non-Instructl
L68P1833	YOGI ACCESSORIES LLC	590.41	590.41	0100020422 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1834	CONVERGEONE INC	520.00	520.00	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1836	ACORN MEDIA	530.13	530.13	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1837	APPLE COMPUTER INC	8,159.70	8,159.70	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1838	CDW GOVERNMENT INC.	120.71	120.71	0100020709 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1839	SWEETWATER SOUND	11,083.17	11,083.17	0135550007 4400	General-VEA-Instrctn / Non-Capitalized Equipment
L68P1840	UCI WRITING PROJECT	1,050.00	1,050.00	0104000379 5215	General-Gifts-Instrctn / Conference : Instructional
L68P1841	BERTRAND MUSIC ENTERPRISES INC	8,834.39	8,834.39	0130100089 4400	General-Title I-Instrctn / Non-Capitalized Equipment
L68P1842	HERITAGE SCHOOLS INC	71.75	71.75	0165000094 5803	General-Spec Ed-NPS / Residential Treatment Center
L68P1843	DEPT OF JUSTICE	500.00	500.00	0130100273 5800	General-Title I-SupvAdmn / Services & Operating Expend
L68P1844	PACIFIC PLUMBING COMPANY OF	3,948.40	3,948.40	0104000799 5605	Gifts: Rentl Repair:Other / Rental, Leases & Repairs:Other
L68P1845	MOBILE COMMUNICATION REPAIR	299.55	299.55	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1846	SPARKLETT'S	400.00	400.00	0133200031 4500	General-Loc Prsc-Sch Adm / Other Supplies : Non-Instructl
L68P1848	TANDUS CENTIVA INC.	25,000.00	25,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1850	RITE-WAY ROOF CORPORATION	50,000.00	50,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1852	WINNER CHEVROLET INC.	47,954.73	47,954.73	0181500009 6400	General-RR&Maint-RR-Bldgs / Furniture & Equipment:Instruct
L68P1853	MOBYMAX LLC	891.00	891.00	0100100044 5800	General-EdBudget-Instrctn / Services & Operating Expend
L68P1854	MEET THE MASTERS INC	5,552.98	5,552.98	0104000371 5810	General-Gifts-Instrctn / Consulting Services
L68P1855	CALIFORNIA WEEKLY EXPLORER INC	345.00	345.00	0104000303 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P1856	LEARNING A-Z	6,076.80	6,076.80	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1857	MEET THE MASTERS INC	5,049.23	5,049.23	0104000322	5800 General-Gifts-Instrctn / Services & Operating Expend
L68P1858	CMC - SOUTH	780.00	780.00	0162640002	5216 General-EducEffic-SupvAdmn / Conference : Non-Instructional
L68P1859	TRIARCO ARTS & CRAFTS LLC DBA	15.61	15.61	0109860041	4300 General-Bill/Inv-Enterprs / Instruct Materials & Supplies
L68P1860	RESOURCES FOR EDUCATORS	381.44	381.44	0130100095	4300 General-Title I-Instrctn / Instruct Materials & Supplies
L68P1861	MOBILE COMMUNICATION REPAIR	42.02	42.02	0100020058	4500 General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1862	RAWLINS PIANO CO INC	600.00	600.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1863	CDWG Inc	2,429.45	2,429.45	0100020549	4400 General-SiteAllo-Instrctn / Non-Capitalized Equipment
L68P1864	RANESCO	7,240.80	7,240.80	0163870011	4400 General-CTEIG-Instrctn / Non-Capitalized Equipment
L68P1865	CONTROL AIR CONDITIONING SERVI	14,471.00	14,471.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1867	WATERLINES TECHNOLOGIES INC	10,000.00	10,000.00	0181500009	4500 General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P1868	COUTS HEATING AND COOLING	15,000.00	15,000.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1869	1 800 RADIATOR & AC	10,000.00	3,000.00	0172300014	5605 General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
L68P1870	BENS ASPHALT	41,713.00	7,000.00	0172400010	5605 General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
L68P1871	GANAHL LUMBER	2,000.00	41,713.00	0181500089	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1872	OCDE	10,000.00	2,000.00	0104000303	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1873	PARENT INST QUALITY EDUC	6,249.50	10,000.00	0107900252	5800 General-LCFFSupp-SupvAdmn / Services & Operating Expend
L68P1874	CDW GOVERNMENT INC.	126.11	6,249.50	0130100030	4300 General-Title I-PrntPart / Instruct Materials & Supplies
L68P1876	GLEN PRODUCTS	32,711.37	126.11	0100020574	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1878	SANTA MARGARITA FORD	75,000.00	32,711.37	0181500009	4500 General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P1879	ORANGE COUNTY TANK TESTING	19,776.00	37,500.00	0172300014	4600 General-H-S Trns-PuplTran / Pupil Transportation
L68P1880	CDWG Inc	1,498.95	37,500.00	0172400010	4600 General-SpEdTran-PuplTran / Pupil Transportation
L68P1881	OCDE	111.12	19,776.00	0181500209	5800 General-RR&Maint-Dist Veh / Services & Operating Expend
L68P1882	THOUSAND PINES OUTDOOR SCHOOL	19,683.05	842.06	0133110004	4405 General-PrivISP-SupvAdmn / Non-Capitalized Equip: Non-Ins
L68P1884	KINGS COUNTY OFFICE OF EDUCATI	750.00	656.89	0133110004	4500 General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
L68P1885	OCDE	1,050.00	111.12	0100000291	5216 General-Undes-Prsnl:HR / Conference : Non-Instructional
L68P1886	nRICH EDUCATIONAL CONSULTING	9,000.00	19,683.05	0104000300	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P1887	MISSION SAN JUAN CAPISTRANO	1,905.03	750.00	0104040004	5216 General-TeachDev-SupvAdmn / Conference : Non-Instructional
L68P1888	GILBERT & STEARNS INC	23,155.00	1,050.00	0162640025	5216 General-EducEffic-SupvAdmn / Conference : Non-Instructional
L68P1889	MINDFUL HEART CONNECTION	600.00	9,000.00	0133110006	5800 General-PrivISP-StDev In / Services & Operating Expend
L68P1891	ACSA FOUNDATION FOR EDUCATION	459.00	1,905.03	0104000329	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
			23,155.00	0163870024	5605 General-CTEIG-RR-Bldgs / Rental, Leases & Repairs:Other
			600.00	0162640003	5800 General-EducEffic-SupvAdmn / Services & Operating Expend
			459.00	0100000291	5216 General-Undes-Prsnl:HR / Conference : Non-Instructional

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1892	SPARKLETT'S	431.00	431.00	0100020094 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1893	SOLARWINDS	1,000.00	1,000.00	0100000342 5800	General-Undes-TIS / Services & Operating Expend
L68P1894	JOSTENS	8,883.97	8,883.97	0100000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
L68P1895	OFFICE DEPOT	2,000.00	1,000.00	0100020068 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
			1,000.00	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1896	SOUTHWEST SCHOOL SUPPLY	1,500.00	750.00	0100020068 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
			750.00	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1897	ARBOR SCIENTIFIC	381.43	381.43	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P1898	KYA SERVICES LLC	2,682.67	2,682.67	0181500024 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1899	CAROLINA BIOLOGICAL SUPP	218.57	218.57	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P1900	COMMERCIAL AQUATIC SERVICES	10,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P1901	SPORTS FACILITIES GROUP INC	16,200.00	16,200.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1902	NASCO MODESTO A DIVISION OF	894.98	894.98	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P1903	PARADIGM HEALTH CARE SERVICES	12,000.00	12,000.00	0104420004 5800	General-MAA-SupvAdmn / Services & Operating Expend
L68P1904	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1905	VERNIER SOFTWARE	850.25	850.25	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P1906	FLINN SCIENTIFIC INC	283.01	283.01	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P1908	GOPHER ATHLETIC	1,083.67	1,083.67	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1909	OCDE	10.00	10.00	0100100042 5216	General-EdBudget-Saf&Trng / Conference : Non-Instructional
L68P1910	GOPHER ATHLETIC	1,272.69	1,272.69	0100020221 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1911	DAVE BANG ASSOCIATES	50,000.00	50,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1912	DAVE BANG ASSOCIATES	12,632.31	12,632.31	0181500091 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1913	STAPLES ADVANTAGE	85.66	85.66	0165000009 4500	General-Spec Ed-SupvAdmn / Other Supplies : Non-Instructl
L68P1914	OCDE	97,894.00	97,894.00	0100000024 8096	General-Undes-ChtrrSchl / Trsrfr 2 Charters In Lieu Taxes
L68P1915	BSN SPORTS	24,000.00	24,000.00	0111000151 4300	General-CoCurric-CurAthlt / Instruct Materials & Supplies
L68P1916	J W PEPPER-LOS ANGELES	486.21	486.21	0100020640 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1917	WEST INTERACTIVE SERVICES CORP	66,541.50	66,541.50	0100000342 5800	General-Undes-TIS / Services & Operating Expend
L68P1918	GILBERT & STEARNS INC	2,898.11	2,898.11	0163870024 5605	General-CTEIG-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1919	KYA SERVICES LLC	7,373.26	7,373.26	0181500073 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1921	DELTA EDUCATION	657.48	657.48	0163000010 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P1922	CASBO	1,240.00	1,240.00	0100000285 5216	General-Undes-Bus/Fisc / Conference : Non-Instructional
L68P1923	IMAGE 2000	665.63	665.63	0100020249 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1924	PACIFIC PLUMBING COMPANY OF	4,268.00	4,268.00	0104000190 5605	General-Gifts-RR-Bldgs / Rental, Leases & Repairs:Other

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1925	JFK TRANSPORTATION CO INC	50,000.00	50,000.00	0100000333	5838 General-Undes-DW Undst / Charter Transportation Service
L68P1926	SWEETMAN SYSTEMS	6,781.79	6,781.79	0165000259	4400 General-Spec Ed-SE0thIns / Non-Capitalized Equipment
L68P1927	ACSA FOUNDATION FOR EDUCATION	749.00	749.00	0100000291	5216 General-Undes-Prsnl:HR / Conference : Non-Instructional
L68P1928	ACSA FOUNDATION FOR EDUCATION	249.00	249.00	0100000291	5216 General-Undes-Prsnl:HR / Conference : Non-Instructional
L68P1930	JULIE CHIAVERINI	4,000.00	4,000.00	0140350067	5800 General-Title II-Instrctn / Services & Operating Expend
L68P1931	CETPA	1,515.00	1,515.00	0100000342	5216 General-Undes-TIS / Conference : Non-Instructional
L68P1932	BARCODESINC	1,222.33	1,222.33	0100020364	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1933	YMCA OF ORANGE COUNTY	7,200.00	7,200.00	0100000033	8650 General-Undes-ChtrSchl / Leases and Rentals
L68P1934	YMCA OF ORANGE COUNTY	19,065.60	19,065.60	0100000031	8650 General-Undes-ChtrSchl / Leases and Rentals
L68P1936	ENVIRONMENTAL NATURE CENTER	840.00	840.00	0104000341	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P1937	SHAW HR CONSULTING INC	299.00	299.00	0100000285	5216 General-Undes-Bus/Fisc / Conference : Non-Instructional
L68P1938	APPLE INC	1,054.86	1,054.86	0105010009	4405 General-15-16 1x-Prsnl:HR / Non-Capitalized Equip: Non-Ins
L68P1942	WATERLINES TECHNOLOGIES INC	5,000.00	5,000.00	0181500009	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1943	KOCE-TV FOUNDATION	60,596.55	60,596.55	0100000342	5800 General-Undes-TIS / Services & Operating Expend
L68P1944	STAPLES ADVANTAGE	446.07	446.07	0100020009	4500 General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1945	CRISIS PREVENTION INSTITUTE	862.00	862.00	0165000118	4500 General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P1946	THINKING MAPS INC	4,077.47	4,077.47	0104000329	4200 General-Gifts-Instrctn / Books & Reference Materials
L68P1947	FOLLETT SCHOOL SOLUTIONS INC	1,178.77	1,178.77	0104000300	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1948	FOLLETT EDUCATIONAL SERVICES	104.00	104.00	0100040081	4200 General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1949	FOLLETT EDUCATIONAL SERVICES	392.00	392.00	0100040112	4200 General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1950	FOLLETT EDUCATIONAL SERVICES	610.00	610.00	0100040116	4200 General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1951	BAYSCAN	149.45	149.45	0163000010	4140 General-Lott:IM-Instrctn / K-8 Textbooks
L68P1953	CDW GOVERNMENT INC.	31.41	31.41	0133110004	4500 General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
L68P1954	KYA SERVICES LLC	11,068.52	11,068.52	0181500089	5605 General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1955	CULVER-NEWLIN	5,143.55	5,143.55	0100020019	4405 General-SiteAllo-Sch Adm / Non-Capitalized Equip: Non-Ins
L68P1956	CDW GOVERNMENT INC.	219.77	219.77	0100100042	4500 General-EdBudget-Saf&Trng / Other Supplies : Non-Instructl
L68P1957	WATCH D.O.G.S.	509.75	509.75	0104000129	4500 General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68P1958	FERGUSON ENTERPRISES INC	12,391.25	12,391.25	0181500020	4500 General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P1960	CDW GOVERNMENT INC.	4,124.67	4,124.67	0130100038	4500 General-Title I-Sch Adm / Other Supplies : Non-Instructl
L68P1961	CDW GOVERNMENT INC.	8,070.85	8,070.85	0104000322	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1962	CULVER-NEWLIN	428.85	428.85	0100020053	4500 General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1963	CDW GOVERNMENT INC.	775.50	775.50	0104000322	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1964	OFFICE DEPOT	63.35	63.35	0100020515	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1965	PYRAMID WIRE & CABLE INC.	605.96	605.96	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instruct
L68P1966	CONVERGEO INC	260.00	260.00	0104000322 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P1967	CULVER-NEWLIN	109.84	109.84	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P1968	CDW GOVERNMENT INC.	1,050.56	1,050.56	0104000322 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1969	OFFICESUPPLY.COM	21.15	21.15	0165000259 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P1970	CDW GOVERNMENT INC.	47.45	47.45	0100020515 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1972	CONVERGEO INC	233,402.51	87,977.25	0100000327 5900	General-Undes-DW Unrst / Communications
			145,425.26	0100000342 5800	General-Undes-TIS / Services & Operating Expend
L68P1973	ROBOTICS EDUCATION & COMPETITI	150.00	150.00	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1974	CDW GOVERNMENT INC.	312.66	312.66	0165000264 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P1975	SOUTH COAST FAMILY MEDI CENTER	525.00	525.00	0100000291 5800	General-Undes-Prsnl:HR / Services & Operating Expend
L68P1976	TANAKA FARMS LLC	2,030.00	2,030.00	0104000317 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P1977	OFFICE DEPOT	93.68	93.68	0133110004 4500	General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
L68P1978	APPLE INC	1,760.16	1,760.16	0107550105 4500	General: Technology Refresh / Other Supplies : Non-Instructl
L68P1979	CDWG Inc	3,913.14	3,913.14	0130100100 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1980	CDWG Inc	376.00	376.00	0130100100 5800	General-Title I-Instrctn / Services & Operating Expend
L68P1981	CDWG Inc	978.29	978.29	0130100100 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1982	CDWG Inc	94.00	94.00	0130100100 5800	General-Title I-Instrctn / Services & Operating Expend
L68P1983	NEWS 2 YOU	33,823.86	16,911.93	0165000099 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
			16,911.93	0165000259 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P1984	CDWG Inc	6,701.78	6,701.78	0130100100 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1985	CDWG Inc	8,578.28	8,578.28	0130100100 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1986	COLLINS BUSINESS EQUIPMENT	750.00	750.00	0165000250 5600	General-Spec Ed-Aid:Inst / Rentals, Leases & Repairs
L68P1987	CDWG Inc	1,050.56	1,050.56	0130100100 4400	General-Title I-Instrctn / Non-Capitalized Equipment
L68P1988	SCIENTIFIC PLASTICS CO INC	869.76	869.76	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P1989	CONVERGEO INC	260.00	260.00	0130100100 5800	General-Title I-Instrctn / Services & Operating Expend
L68P1990	ABLENET INC	229.61	229.61	0165000099 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P1991	MIND RESEARCH INSTITUTE	223.18	223.18	0130100102 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1992	MARKERBOARD PEOPLE	2,114.06	2,114.06	0130100089 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1993	KYA SERVICES LLC	5,350.71	5,350.71	0181500016 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P1994	LAKESHORE LEARNING MATERIALS	30.70	30.70	0100020228 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1995	FRANKLIN COVEY CLIENT SALES IN	11,913.51	11,913.51	0105010009 5800	General-15-16 1x-Prsnl:HR / Services & Operating Expend
L68P1996	BACKSEAT DRIVER & ASSOC INC	5,496.00	5,496.00	0100100044 5800	General-EdBudget-Instrctn / Services & Operating Expend

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1997	FREE SPIRIT PUBLISHING	6,678.88	6,678.88	0133110006 4500	General-PrivISP-StDev In / Other Supplies : Non-Instructl
L68P1998	MINNESOTA ASSOCIATION FOR	3,439.92	3,439.92	0133110006 4500	General-PrivISP-StDev In / Other Supplies : Non-Instructl
L68P1999	COPPOLA, LUCI	303.67	303.67	0165000114 4500	General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl
L68P2000	CHANNING BETE COMPANY INC	272.48	272.48	0100020611 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2001	LEXIA LEARNING SYSTEMS LLC	2,500.00	2,500.00	0130100089 5800	General-Title I-Instrctn / Services & Operating Expend
L68P2003	PALI MOUNTAIN INSTITUTE	73,920.00	73,920.00	0104000383 5840	General-Gifts-Instrctn / Services;Field Trip: Fee Based
L68P2004	BIOMETRICS4ALL INC	960.00	960.00	0100000298 5800	General-Undes-Prsnl:HR / Services & Operating Expend
L68P2005	WARDS MEDIA TECH	1,315.85	1,315.85	0104000072 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68P2006	WAL MART L.N.	500.00	500.00	0100020638 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2007	SCHOLASTIC	134.10	134.10	0100020402 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2008	CDWG Inc	1,322.10	1,322.10	0100020009 4405	General-SiteAllo-Sch Adm / Non-Capitalized Equip: Non-Ins
L68P2009	VEX ROBOTICS INC	107.74	107.74	0130100089 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P2011	CDWG Inc	7,826.28	7,826.28	0130100104 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P2012	CDW GOVERNMENT INC.	810.28	810.28	0130100104 5800	General-Title I-Instrctn / Services & Operating Expend
L68P2013	CDWG Inc	1,050.56	1,050.56	0130100104 4400	General-Title I-Instrctn / Non-Capitalized Equipment
L68P2014	CONVERGEONE INC	260.00	260.00	0130100104 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P2015	APPLE INC	19.99	19.99	0105040005 4300	General-504/StSr-Instrctn / Instruct Materials & Supplies
L68P2016	VERNIER SOFTWARE	65.73	65.73	0100020494 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2017	SCHOLASTIC	1,179.89	1,179.89	0130100100 4200	General-Title I-Instrctn / Books & Reference Materials
L68P2018	APPERSON	255.29	255.29	0100020416 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2020	C & L CUSTOM LETTERING	3,744.32	3,744.32	0111000161 4300	General-CoCurric-CurAhltn / Instruct Materials & Supplies
L68P2023	STAPLES ADVANTAGE	427.76	427.76	0165000020 4500	General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl
L68P2024	SCHOOL ENERGY COALITION	260.00	260.00	0100000336 5300	General-Undes-FacPlann / Dues and Memberships
L68P2025	KUBBA, DINA	940.14	940.14	0100100116 5215	General-EdBudget-Instrctn / Conference : Instructional
L68P2026	OCDE	299.00	299.00	0104000341 5215	General-Gifts-Instrctn / Conference : Instructional
L68P2027	LAKESHORE LEARNING MATERIALS	295.83	295.83	0100020315 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2028	ROCHESTER 100/NICKY S FOLDERS	284.46	284.46	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2030	SCHOLASTIC INC	60.50	60.50	0130100102 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P2031	ORANGE COUNTY TAXPAYERS ASSOC	1,500.00	1,500.00	0100000277 5800	General-Undes-Pub Info / Services & Operating Expend
L68P2032	ORANGE COUNTY BUSINESS COUNCIL	300.00	150.00	0100000262 5216	General-Undes-Board / Conference : Non-Instructional
			150.00	0100000277 5216	General-Undes-Pub Info / Conference : Non-Instructional
L68P2033	ORANGE COUNTY REGISTER	605.28	605.28	0100000586 5800	General-Undes-Fac Acq / Services & Operating Expend
L68P2034	LAKESHORE LEARNING MATERIALS	275.86	275.86	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P2035	COUNTY OF ORANGE/HERITAGE HILL	456.00	456.00	0104000383 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P2038	CASBO	600.00	600.00	0100000291 5216	General-Undes-Prsnl:HR / Conference : Non-Instructional
L68P2039	SCHOOL SERVICES OF CALIFORNIA	10,000.00	10,000.00	0100000285 5800	General-Undes-Bus/Fisc / Services & Operating Expend
L68P2040	CDWG Inc	3,079.95	3,079.95	0107550106 4405	General: Technology Enhance / Non-Capitalized Equip: Non-In
L68P2045	PERMA-BOUND	3,454.38	3,454.38	0100040011 4114	General-Lib Abte-Instrctn / Textbooks: K-12
L68P2046	ARBOR SCIENTIFIC	515.11	515.11	0100020416 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2048	SOUTHWEST SCHOOL SUPPLY	2,082.10	2,082.10	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2049	FOLLETT SCHOOL SOLUTIONS INC	1,532.42	1,532.42	0100100013 4500	General-EdBudget-Sch Adm / Other Supplies : Non-Instructl
L68P2050	BENCHMARK EDUCATION COMPANY	30,385.50	30,385.50	0163000010 4140	General-Lott:IM-Instrctn / K-8 Textbooks
L68P2051	HOUGHTON MIFFLIN CO	3,522.25	3,522.25	0105010020 4140	General-15-16 1x-Instrctn / K-8 Textbooks
L68P2052	MCGRAW-HILL SCHOOL EDUCATION	4,462.25	4,462.25	0107900169 4300	General-LCFFSupp-Instrctn / Instruct Materials & Supplies
L68P2054	OCDE	3,000.00	3,000.00	0162640024 5800	General-EducEffe-SupvAdmn / Services & Operating Expend
L68P2055	PEARSON	627.46	627.46	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
L68P2056	WESTERN PSYCHOLOGICAL SERVICES	2,163.66	2,163.66	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2057	PRO-ED	599.53	599.53	0165000034 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2058	PEARSON	202.48	202.48	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
L68P2059	PEARSON	1,804.00	902.00	0133200039 4500	General-Loc Prsc-Spch Aud / Other Supplies : Non-Instructl
			902.00	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
L68P2060	WESTERN PSYCHOLOGICAL SERVICES	147.19	147.19	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
L68P2061	PEARSON	1,051.96	1,051.96	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2062	PRO-ED	246.98	246.98	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
L68P2063	AMBUTECH INC	75.64	75.64	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2064	CDWG Inc	6,365.09	6,365.09	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2065	PRO-ED	74.35	74.35	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2067	THERAPY SHOPPE	51.05	51.05	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2068	ESPECIAL NEEDS LLC	107.04	107.04	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2069	FOLLETT SCHOOL SOLUTIONS INC	272.61	272.61	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2070	CALIFORNIA WEEKLY EXPLORER INC	1,280.00	1,280.00	0104000303 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P2071	CDWG Inc	1,293.91	1,293.91	0165000259 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P2072	CDW GOVERNMENT INC.	117.50	117.50	0165000259 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P2073	GLOBAL INDUSTRIAL	222.77	222.77	0172200017 4300	General-PrtnrAcq-Instrctn / Instruct Materials & Supplies
L68P2075	PARENT INST QUALITY EDUC	3,000.00	3,000.00	0104000415 5800	General-Gifts-PrntPart / Services & Operating Expend
L68P2076	DOCUMENT TRACKING SERVICES	13,990.00	13,990.00	0100100004 5800	General-EdBudget-SupvAdmn / Services & Operating Expend

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P2077	APPLE INC	771.49	771.49	0107550018 4300	General / Instruct Materials & Supplies
L68P2078	MOBILE COMMUNICATION REPAIR	420.23	420.23	0100020138 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P2079	CDWG Inc	8,560.00	8,560.00	0104000466 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
L68P2080	CDW GOVERNMENT INC.	822.50	822.50	0104000466 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P2082	CDW GOVERNMENT INC.	1,050.56	1,050.56	0104000466 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
L68P2083	CONVERGEONE INC	260.00	260.00	0104000466 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P2084	YALE CHASE EQUIPMENT AND	10,000.00	10,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P2086	R J COOPER & ASSOC INC	100.72	100.72	0165000106 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P2087	ORANGE COUNTY DEPT OF EDUC	970,000.00	970,000.00	0165000136 7142	General-Spec Ed-IntrAgnc / Other Tuition:Paymt to County
L68P2088	ORANGE COUNTY DEPT OF EDUC	4,014,192.00	4,014,192.00	0165000136 7142	General-Spec Ed-IntrAgnc / Other Tuition:Paymt to County
L68P2089	CONTINENTAL FLOORING COMPANY	26,353.75	26,353.75	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P2090	CRISIS PREVENTION INSTITUTE	3,006.24	156.24	0133110004 4500	General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
L68P2091	APPLE INC	327.17	2,850.00	0133110004 5800	General-PrivISP-SupvAdmn / Services & Operating Expend
L68P2092	FLINN SCIENTIFIC INC	178.02	327.17	0165000106 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P2093	SANTA ANA USD	90,000.00	178.02	0100020494 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2095	CDW GOVERNMENT INC.	364.51	90,000.00	0165000136 7141	General-Spec Ed-IntrAgnc / Other Tuition:Paymt to Distrts
L68P2096	ATTAINMENT COMPANY	134.17	364.51	0165000264 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P2097	STORAGE CONTAINER.COM	2,909.25	134.17	0165000106 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P2099	GOPHER ATHLETIC	43.58	2,909.25	0181500009 4405	General-RR&Maint-RR-Bldgs / Non-Capitalized Equip: Non-In
L68P2100	DELL COMPUTER	2,946.52	43.58	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2101	R&M ELECTRICAL CONTRACTING INC	3,917.70	883.96	0172300008 4405	General-H-S Trns-PuplTran / Non-Capitalized Equip: Non-Ins
L68P2102	WEST COAST ARBORISTS INC.	300,000.00	2,062.56	0172400005 4500	General-SpEdTran-PuplTran / Other Supplies : Non-Instructl
L68P2103	CARD INTEGRATORS CORP DBA	20,000.00	3,917.70	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P2104	DEMCO	88.44	300,000.00	0100000518 5605	General-Undes-Op:Grnds / Rental, Leases & Repairs:Other
L68P2105	KNORR POOL SYSTEMS INC	41,508.00	14,000.00	0172300022 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68P2107	CDW GOVERNMENT INC.	1,367.62	6,000.00	0172400020 4600	General-Lib Abte-Instrctn / Textbooks: K-12
L68P2108	CULVER-NEWLIN	563.88	88.44	0100040011 4114	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P2111	APPLE COMPUTER	983.37	41,508.00	0181500009 5605	General-Title I-Sch Adm / Other Supplies : Non-Instructl
L68P2112	PRO-ED	459.23	1,367.62	0130100040 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P2113	AVID CENTER	1,150.00	563.88	0100020102 4500	General-Gifts-Instrctn / Non-Capitalized Equipment
			983.37	0104000322 4400	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
			459.23	0165000036 4500	General-Title I-Instrctn / Conference : Instructional
			1,150.00	0130100089 5215	

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P2115	DAKTRONICS INC	323.25	323.25	0100020515	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2116	CDWG Inc	3,668.57	3,668.57	0130100089	4300 General-Title I-Instrctn / Instruct Materials & Supplies
L68P2117	CDW GOVERNMENT INC.	352.50	352.50	0130100089	4300 General-Title I-Instrctn / Instruct Materials & Supplies
L68P2118	EDUPOINT EDUCATIONAL SYSTEMS	42,644.65	42,644.65	0165000011	5800 General-Spec Ed-SupvAdmn / Services & Operating Expend
L68P2119	OCDE	600.00	600.00	0107900013	5800 General-LCFFSupp-GuidCnsl / Services & Operating Expend
L68P2120	CDW GOVERNMENT INC.	3,424.00	3,424.00	0130100094	4300 General-Title I-Instrctn / Instruct Materials & Supplies
L68P2121	CDWG Inc	329.00	329.00	0130100094	4300 General-Title I-Instrctn / Instruct Materials & Supplies
L68P2122	CULVER-NEWLIN	3,798.49	3,798.49	0104000098	4500 General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68P2123	SCHOOLDUDE.COM	7,200.00	7,200.00	0162300007	5800 General-CAEnergy-FacPlann / Services & Operating Expend
L68P2124	PRAXAIR	1,000.00	1,000.00	0100020458	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2125	I INITIAL	1,551.60	1,551.60	0111000161	4300 General-CoCurric-CurAthlt / Instruct Materials & Supplies
L68P2126	SOCERLOCO	6,836.74	6,836.74	0111000161	4400 General-CoCurric-CurAthlt / Non-Capitalized Equipment
L68P2127	CALIFORNIA WEEKLY EXPLORER INC	910.00	910.00	0104000333	5800 General-Gifts-Instrctn / Services & Operating Expend
L68P2128	MEET THE MASTERS INC	4,297.98	4,297.98	0104000341	5800 General-Gifts-Instrctn / Services & Operating Expend
L68P2129	STAPLES ADVANTAGE	862.00	862.00	0172200015	4300 General-PrtmrAcad-Instrctn / Instruct Materials & Supplies
L68P2130	PARKER SCHOOL UNIFORMS	5,387.50	5,387.50	0172200015	4300 General-PrtmrAcad-Instrctn / Instruct Materials & Supplies
L68P2131	YMCA OF ORANGE COUNTY	2,250.00	2,250.00	0100020298	4400 General-SiteAllo-Instrctn / Non-Capitalized Equipment
L68P2132	PAXTON/PATTERSON	5,000.00	5,000.00	0172200015	4300 General-PrtmrAcad-Instrctn / Instruct Materials & Supplies
L68P2133	DICK BLICK WEST	785.96	785.96	0104000435	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2134	IPEVO INC	142.28	142.28	0104000333	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2135	BERTRAND MUSIC ENTERPRISES INC	862.00	862.00	0100020428	4300 General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2136	EASY WAY SAFETY SERVICES	15,000.00	15,000.00	0172400005	4600 General-SpEdTran-PuplTran / Pupil Transportation
L68P2137	ALPHA SOUND AND LIGHTING	10,000.00	10,000.00	0181500009	5605 General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P2138	CDW GOVERNMENT INC.	150.51	150.51	0104000333	4300 General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2140	HERITAGE MUSEUM OF OC	513.00	513.00	0104000333	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P2141	CULVER-NEWLIN	5,411.21	5,411.21	0133110004	4405 General-PrivISP-SupvAdmn / Non-Capitalized Equip: Non-Ins
L68P2142	FOREST LANES BOWL CNTR	1,000.00	1,000.00	0100020767	5840 General-SiteAllo-SEOthIns / Services:Field Trip: Fee Based
L68P2143	VISTA PAINT & WALLCOVERING	3,000.00	3,000.00	0111000176	4300 General-CoCurric-CurAthlt / Instruct Materials & Supplies
L68P2144	BATTERIES PLUS BULBS	12,000.00	6,000.00	0172300014	4600 General-H-S Trns-PuplTran / Pupil Transportation
			6,000.00	0172400010	4600 General-SpEdTran-PuplTran / Pupil Transportation
L68P2145	PRETEND CITY CHILDREN S MUSEUM	1,360.00	1,360.00	0104000377	5840 General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P2146	AMPLIFIED IT LLC	399.00	399.00	0100000342	5800 General-Undes-TIS / Services & Operating Expend
L68P2147	CDW GOVERNMENT INC.	2,121.70	2,121.70	0100020056	4500 General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P2148	VERNIER SOFTWARE	368.80	368.80	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P2149	MUSEUM OF MAKING MUSIC	755.00	755.00	0104000303 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P2150	CMC - SOUTH	980.00	980.00	0130100089 5215	General-Title I-Instrctn / Conference : Instructional
L68P2151	CDW GOVERNMENT INC.	77.58	77.58	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2152	GALLUP INC	10,190.00	10,190.00	0105010009 5800	General-15-16 1x-Prsnl:HR / Services & Operating Expend
L68P2153	NSTA	275.00	275.00	0162640002 5216	General-EducEffe-SupvAdmn / Conference : Non-Instructional
L68P2154	SMART & FINAL **SCHOOL SITES**	1,900.00	1,900.00	0104000591 4300	General-Gifts-SDCInstr / Instruct Materials & Supplies
L68P2155	CALIFORNIA WEEKLY EXPLORER INC	985.00	985.00	0104000303 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P2156	TECHEDU	436.60	436.60	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2158	AMERICAN SCHOOL COUNSELOR ASSO	267.17	267.17	0107900003 4500	General-LCFFSupp-SupvAdmn / Other Supplies : Non-Instruct
L68P2159	GOLDEN RULE BINDERY	509.98	509.98	0192800005 4300	General-OCCPP-Instrctn / Instruct Materials & Supplies
L68P2160	AMBUTECH INC	2,620.24	2,620.24	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2161	PHONAK LLC	218.99	218.99	0165000120 5600	General-Spec Ed-HlthServ / Rentals, Leases & Repairs
L68P2162	ORANGE COUNTY PUMP CO	10,000.00	10,000.00	0181500009 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P2163	FLAGHOUSE INC	97.76	97.76	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2164	OFFICE DEPOT	115.34	115.34	0165000099 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68P2165	NCS PEARSON INC.	523.25	523.25	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
L68P2166	CDW GOVERNMENT INC.	781.49	781.49	0107550025 4300	Technology Refresh / Instruct Materials & Supplies
L68P2167	CDW GOVERNMENT INC.	181.16	181.16	0100020019 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P2168	MICHIGAN BRAILLE TRANSCRIBING	280.15	280.15	0165000250 4300	General-Spec Ed-Aid:Inst / Instruct Materials & Supplies
L68P2169	HOUGHTON MIFFLIN HARCOURT	4,630.28	1,852.11	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			2,778.17	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2170	CRISIS PREVENTION INSTITUTE	3,663.50	3,663.50	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2171	GRAPHICSLAND INC	791.97	791.97	0104000300 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2172	BOUNCY BANDS LLC	44.97	44.97	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P2173	R J COOPER & ASSOC INC	84.65	84.65	0133200027 4300	General-Loc Prsc-SE0thIns / Instruct Materials & Supplies
L68P2174	NCS PEARSON INC.	202.48	202.48	0165000036 4500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
L68P2175	A CABRAL ROOFING GROUP	10,500.00	10,500.00	0181500020 5605	General-RR&Maint-RR-Bldgs / Rental, Leases & Repairs:Other
L68P2176	MOBILE COMMUNICATION REPAIR	599.09	599.09	0100020121 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P2177	GLOBAL INDUSTRIAL	222.77	222.77	0172200017 4300	General-PtrnrAcid-Instrctn / Instruct Materials & Supplies
L68P2178	TRANSTRAKS	8,675.00	6,072.50	0172300008 5800	General-H-S Trns-PuplTran / Services & Operating Expend
			2,602.50	0172400005 5800	General-SpEdTran-PuplTran / Services & Operating Expend
L68P2179	CDW GOVERNMENT INC.	781.49	781.49	0107550039 4300	Technology Refresh / Instruct Materials & Supplies

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P2180	AWARDS N MORE	210.11	105.06	0172300008 4500	General-H-S Trns-PuplTran / Other Supplies : Non-Instructl
L68P2181	GOPHER ATHLETIC	360.59	105.05	0172400005 4500	General-SpEdTran-PuplTran / Other Supplies : Non-Instructl
L68P2183	VERIZON WIRELESS	31.00	360.59	0100020364 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2184	FISHER SCIENTIFIC CO LLC	1,500.00	31.00	0100000342 5800	General-Undes-TIS / Services & Operating Expend
L68P2185	VS ATHLETICS INC	1,721.42	1,500.00	0100020416 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2186	ECHO CART SERVICES	303.23	1,721.42	0111000161 4300	General-CoCurric-CurAthlt / Instruct Materials & Supplies
L68P2187	DON JOHNSTON INC	1,293.41	303.23	0111000161 5600	General-CoCurric-CurAthlt / Rentals, Leases & Repairs
L68P2188	ARBOR SCIENTIFIC	199.00	694.61	0165000099 4300	General-Spec Ed-SEOthIns / Instruct Materials & Supplies
L68P2189	CAROLINA BIOLOGICAL SUPP	2,444.76	598.80	0165000259 4300	General-Spec Ed-SEOthIns / Instruct Materials & Supplies
L68P2191	SIGNTRONIX	15,948.45	199.00	0100020428 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2192	CDW GOVERNMENT INC.	249.49	2,444.76	0100020428 4300	General-Gifts-Instrctn / Non-Capitalized Equipment
L68P2193	MOBYMAX LLC	699.00	15,948.45	0104000383 4400	General-DRTPP-SupvAdmn / Other Supplies : Non-Instructl
L68P2194	NAPT	107.75	249.49	0134100008 4500	General-Title I-Instrctn / Services & Operating Expend
L68P2195	COALITION FOR ADEQUATE SCHOOL	1,049.00	699.00	0130100089 5800	General-H-S Trns-PuplTran / Dues and Memberships
L68P2198	NASCO MODESTO A DIVISION OF	1,500.00	107.75	0172300008 5300	General-RR&Maint-M&OResOH / Conference :
L68P2199	POSITIVE PROMOTIONS	642.09	1,049.00	0181500006 5216	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2200	RENAISSANCE LEARNING	4,984.00	1,500.00	0100020416 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2201	CDWG Inc	1,562.98	642.09	0104000303 4300	General-Title I-Instrctn / Services & Operating Expend
L68P2202	CDW GOVERNMENT INC.	671.28	4,984.00	0130100091 5800	Technology Refresh / Non-Capitalized Equipment
L68P2203	WARDS MEDIA TECH	5,000.00	1,562.98	0107550082 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
L68P2204	APPLE INC	1,177.27	671.28	0104000333 4400	General-PrtmrAcad-Instrctn / Instruct Materials & Supplies
L68P2205	APPLE INC	376.59	5,000.00	0172200015 4300	General-H-S Trns-PuplTran / Non-Capitalized Equip: Non-Ins
L68P2206	APPLE INC	413.37	778.87	0172300008 4405	General-SpEdTran-PuplTran / Non-Capitalized Equip: Non-Ins
L68P2207	MEET THE MASTERS INC	4,500.00	333.80	0172400005 4405	General-SpEdTran-PuplTran / Other Supplies : Non-Instructl
L68P2208	FLINN SCIENTIFIC INC	117.25	64.60	0172400005 4500	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2209	GOPHER ATHLETIC	421.96	376.59	0104000383 4300	General-Loc Prsc-SEOthIns / Instruct Materials & Supplies
L68P2210	BAKER PARTY RENTALS	3,915.00	413.37	0133200027 4300	General-Gifts-Instrctn / Services & Operating Expend
L68P2212	CDWG Inc	804.21	4,500.00	0104000357 5800	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P2213	FOLLETT EDUCATIONAL SERVICES	2,359.10	117.25	0163000018 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			421.96	0100020508 4300	General-EdBudget-Sch Adm / Rentals, Leases & Repairs
			3,915.00	0100100019 5600	General-Bill/Inv-Enterprs / Instruct Materials & Supplies
			804.21	0109860010 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			2,359.10	0100020574 4300	

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P2214	CDW GOVERNMENT INC.	6,358.86	6,358.86	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2215	CDW GOVERNMENT INC.	611.00	611.00	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2216	STAPLES ADVANTAGE	325.62	325.62	0100020079 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P2219	COSTCO S.J.C.	56.85	56.85	0100020306 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
L68P2221	SOUTHWEST SCHOOL SUPPLY	1,039.41	1,039.41	0130100091 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P2225	ACORN MEDIA	172.29	172.29	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2226	CDW GOVERNMENT INC.	168.77	168.77	0100020225 5800	General-SiteAllo-Instrctn / Services & Operating Expend
L68P2227	MEET THE MASTERS INC	3,239.20	3,239.20	0104000302 5810	General-Gifts-Instrctn / Consulting Services
L68P2228	PARENT INST QUALITY EDUC	6,249.50	3,624.71	0130100274 5800	General-Title I-PrintPart / Services & Operating Expend
			2,624.79	0130100275 5800	General-Title I-PrintPart / Services & Operating Expend
L68P2229	OCTA	1,917.00	1,917.00	0165200003 5800	General-Wrkabty-SEOthlms / Services & Operating Expend
L68P2230	DICK BLICK WEST	1,676.18	1,676.18	0100020583 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P2232	SCHOOL OUTFITTERS.COM	2,431.81	2,431.81	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2233	G & J NEON SIGNS INC	3,000.00	3,000.00	0104000383 5605	General-Gifts-Instrctn / Rental, Leases & Repairs:Other
L68P2234	CINTAS CORPORATION	464.55	139.36	0172300008 4500	General-H-S Trms-PuplTran / Other Supplies : Non-Instructl
			325.19	0172400005 4500	General-SpEdTran-PuplTran / Other Supplies : Non-Instructl
L68P2236	MIKE'S MURALS	3,800.00	3,800.00	0104000069 5800	General-Gifts-Sch Adm / Services & Operating Expend
L68P2239	PARADIGM HEALTH CARE SERVICES	144,000.00	43,200.00	0104420004 5800	General-MAA-SupvAdmn / Services & Operating Expend
			100,800.00	0156400004 5800	General-Medi-Cal-SupvAdmn / Services & Operating Expend
L68P2245	WESTERN PSYCHOLOGICAL SERVICES	2,072.40	828.96	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			1,243.44	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2246	PEARSON	523.25	209.30	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			313.95	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2247	PEARSON EDUCATION	902.00	360.80	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			541.20	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2248	PEARSON	233.19	93.28	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			139.91	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2249	CURRICULUM ASSOCIATES	821.90	821.90	0133200034 4500	General-Loc Prsc-PsychSer / Other Supplies : Non-Instructl
L68P2250	CURRICULUM ASSOCIATES	821.90	821.90	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2251	CURRICULUM ASSOCIATES	45.92	45.92	0133200034 4500	General-Loc Prsc-PsychSer / Other Supplies : Non-Instructl
L68P2252	HAWTHORNE EDUCATIONAL SERV	114.22	45.68	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			68.54	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2253	PEARSON	538.60	215.44	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P2253	*** CONTINUED ***				
L68P2256	ORANGE COUNTY DEPT OF EDUC	676,000.00	323.16	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2257	US AIR CONDITIONING DIST.	20,000.00	676,000.00	0165000136 7142	General-Spec Ed-IntrAgnc / Other Tuition:Paymt to County
L68P2259	CLOVIS UNIFIED SCHOOL DISTRICT	2,500.00	20,000.00	0181500009 4500	General-RR&Maint-RR-Bldgs / Other Supplies : Non-Instructl
L68P2260	LAKESHORE LEARNING MATERIALS	388.01	2,500.00	0100000303 5300	General-Undes-SuppSvcs / Dues and Memberships
L68P2262	NCS PEARSON INC.	3,331.60	388.01	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P2263	PALM MOUNTAIN INSTITUTE	29,959.89	1,332.63	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
L68P2264	MASTER TEACHER	13,499.00	1,998.97	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P2266	WEST COAST ARBORISTS INC.	50,000.00	29,959.89	0104000371 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
L68P2267	2NDGEAR LLC	231.66	13,499.00	0162640032 5800	General-EducEffc-StDev In / Services & Operating Expend
L68P2268	STAPLES ADVANTAGE	145.40	50,000.00	0100000518 5605	General-Undes-Op:Grnds / Rental, Leases & Repairs:Other
L68P2290	RUSH TRUCK CENTERS OF CALIFORN	60,000.00	162.16	0172300022 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68R0094	PAUL, PUJA AND AMARDEEP	3,075.00	69.50	0172400020 4600	General-SpEdTran-PuplTran / Pupil Transportation
L68R0095	TOKATLIAN, PETER AND LIANA	4,900.00	145.40	0104000123 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68R0096	CABAN, CELESTE	1,000.00	42,000.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68R0097	BRANDON, CANDY & LEIF	457.90	18,000.00	0172400010 4600	General-SpEdTran-PuplTran / Pupil Transportation
L68R0099	ARC ALTERNATIVES	43,840.00	3,075.00	0165000107 5800	General-Spec Ed-SE0thIns / Services & Operating Expend
L68R0100	DISCOVERY EDUCATION	269,500.00	4,900.00	0165000107 5800	General-Spec Ed-SE0thIns / Services & Operating Expend
L68R0140	SCHNEIDER ELECTRIC BUILDINGS	3,409,320.00	1,000.00	0165000107 5800	General-Spec Ed-SE0thIns / Services & Operating Expend
L68R0145	DOWNTOWN FORD SALES	27,181.19	390.00	0165000284 5800	General-Spec Ed-Spch Aud / Services & Operating Expend
L68X0066	OFFICESUPPLY.COM	492.33	67.90	0165000285 5800	General-Spec Ed-PuplTran / Services & Operating Expend
L68X0067	AMAZON	103.23	43,840.00	0162300010 6200	General-CAEnergy-Fac Acq / Building & Building Improvements
L68X0069	AMAZON	122.29	244,501.00	0105010002 5100	General-15-16 1x-SupvAdmn / Subagreement for Services
L68X0070	OTC BRANDS INC	100.10	24,999.00	0105010002 5800	General-15-16 1x-SupvAdmn / Services & Operating Expend
L68X0071	TEACHERS DISCOVERY	59.06	3,409,320.00	0162300010 6200	General-CAEnergy-Fac Acq / Building & Building Improvements
L68X0072	INFINITY CUTTING TOOLS	141.79	27,181.19	0190300003 6400	General-MicroVch-SupvAdmn / Furniture & Equipment: Instru
L68X0073	MONOPRICE INC	37.26	492.33	0172200017 4300	General-PtrnrAcq-Instrctn / Instruct Materials & Supplies
			103.23	0100020611 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			122.29	0100020483 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			100.10	0130100094 4300	General-Title I-Instrctn / Instruct Materials & Supplies
			59.06	0100020249 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			141.79	0104000461 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
			37.26	0100020458 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68X0075	SIGN UP GENIUS	269.89	269.89	0104040005 5800	General-TeachDev-StuDev In / Services & Operating Expend
L68X0076	AMAZON	40.90	40.90	0130100089 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68X0077	IMPACT COMPUTERS & ELECTRONICS	71.91	71.91	0104000095 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68X0078	AMAZON	286.56	286.56	0100020063 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68X0079	AMAZON	31.26	31.26	0100020549 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0082	AMAZON	4,425.97	118.12	0135550023 4300	Instructional material-LFMS / Instruct Materials & Supplies
			4,307.85	0135550023 4400	Instructional material-LFMS / Non-Capitalized Equipment
L68X0083	AMAZON	40.29	40.29	0104000130 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68X0084	AMAZON	30.16	30.16	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68X0085	AMAZON	34.75	34.75	0165000099 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68X0086	AMAZON	85.11	85.11	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0087	AMAZON	67.78	67.78	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68X0088	AMAZON	849.67	849.67	0100020416 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0090	AMAZON	245.34	148.53	0100020343 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			96.81	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68X0091	THE GREAT BOOKS FOUNDATION	1,126.87	1,126.87	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68X0092	AMAZON	241.39	241.39	0100020228 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
L68X0093	AMAZON	63.88	63.88	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68X0094	APPLE INC	1,499.80	1,499.80	0165000106 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68X0095	AMAZON	15.89	15.89	0100000271 4500	General-Undes-Supt / Other Supplies : Non-Instruct
L68X0096	AMAZON	32.31	32.31	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0097	AMAZON	417.28	417.28	0104000130 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68X0099	AMAZON	137.12	137.12	0100020591 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0100	US GAMES	602.68	602.68	0109860095 4300	General-Bill/Inv-Enterprs / Instruct Materials & Supplies
L68X0101	AMAZON	297.55	297.55	0100020515 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0102	AMAZON	66.32	66.32	0100020402 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0103	AMAZON	54.25	54.25	0165000106 4300	General-Spec Ed-SE0thIns / Instruct Materials & Supplies
L68X0104	AMAZON	743.45	743.45	0107900252 4500	General-LCFFSupp-SupvAdmn / Other Supplies : Non-Instruct
L68X0107	PIKES PEAK INDUSTRIES	65.13	65.13	0100020068 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68X0108	AMAZON	40.79	40.79	0162640003 4500	General-EducEffic-SupvAdmn / Other Supplies : Non-Instructl
L68X0109	AMAZON	155.69	155.69	0165100006 4300	General-SpEd:Inf-SDCInstr / Instruct Materials & Supplies
L68X0111	ORIENTAL TRADING CO	357.43	357.43	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68X0112	AMAZON	215.39	215.39	0104000435 4300	General-Gifts-Instrctn / Instruct Materials & Supplies

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68X0113	AMAZON	943.83	943.83	0130100211 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68X0114	AMAZON	259.39	259.39	0100020271 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0115	AMAZON	64.48	64.48	0130100104 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68X0117	R J COOPER & ASSOC INC	84.65	84.65	0133200027 4300	General-Loc Prsc-SEOther / Instruct Materials & Supplies
L68X0118	AMAZON	53.82	53.82	0165000264 4300	General-Spec Ed-SEOther / Instruct Materials & Supplies
L68X0119	AMAZON	187.99	187.99	0100020058 4500	General-SiteAllo-Sch Adm / Other Supplies ; Non-Instructl
L68X0120	AMAZON	67.53	67.53	0165000106 4300	General-Spec Ed-SEOther / Instruct Materials & Supplies
L68X0121	AMAZON	134.56	134.56	0100020058 4500	General-SiteAllo-Sch Adm / Other Supplies ; Non-Instructl
L68X0122	AMAZON	227.75	227.75	0104000098 4500	General-Gifts-Sch Adm / Other Supplies ; Non-Instructl
L68X0123	AMAZON	903.59	903.59	0130100100 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68X0124	AMAZON	118.53	118.53	0100100004 4500	General-EdBudget-SupvAdmn / Other Supplies ; Non-Instructl
Fund 01 Total:		15,209,253.40	15,209,253.40		

EXHIBIT #4

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1831	UNIVERSITY TRAINING CTR	4,000.00	2,400.00	1261050030 5800	ChildDev-CDStPsch-Sch Adm / Services & Operating Expend
L68P1835	SPARKLETT'S	2,500.00	1,600.00	1291450040 5800	ChildDev-CD:Fees-Sch Adm / Services & Operating Expend
L68P1849	WAL MART L.N.	200.00	1,875.00	1261050030 4500	ChildDev-CDStPsch-Sch Adm / Other Supplies : Non-Instruct
L68P1851	DEPARTMENT OF SOCIAL SERVICES	5,808.00	625.00	1291450040 4500	ChildDev-CD:Fees-Sch Adm / Other Supplies : Non-Instruct
L68P1940	LAKESHORE LEARNING MATERIALS	200.00	200.00	1291400002 4300	ChildDev-CD:Gifts-Instrctn / Instruct Materials & Supplies
L68P2036	SOUTHWEST SCHOOL SUPPLY	200.00	200.00	1261050030 5800	ChildDev-CDStPsch-Sch Adm / Services & Operating Expend
L68P2043	SMART & FINAL **SCHOOL SITES**	200.00	3,484.80	1291450040 5800	ChildDev-CD:Fees-Sch Adm / Services & Operating Expend
Fund 12 Total:		13,108.00	2,323.20	1291450040 5800	ChildDev-CD:Fees-Sch Adm / Services & Operating Expend
			200.00	1291400002 4300	ChildDev-CD:Gifts-Instrctn / Instruct Materials & Supplies
			200.00	1291400002 4300	ChildDev-CD:Gifts-Instrctn / Instruct Materials & Supplies
			200.00	1291400002 4300	ChildDev-CD:Gifts-Instrctn / Instruct Materials & Supplies
			13,108.00		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L68P1877	CDW GOVERNMENT INC.	11,092.81	11,092.81	1353100064 4470	Cafetera-Chld Nut-FoodServ / Computer Equipment-Food Serv
L68P1890	CDW GOVERNMENT INC.	249.49	249.49	1353100064 4470	Cafetera-Chld Nut-FoodServ / Computer Equipment-Food Serv
L68P1941	EKON-O-PAC INC.	1,000.00	1,000.00	1353100064 4574	Cafetera-Chld Nut-FoodServ / Operating Supplies-Food Service
L68P2074	CULVER-NEWLIN	302.04	302.04	1353100064 4471	Cafetera-Chld Nut-FoodServ / Office Furniture-Food Service
L68P2081	FATCAT BAKERY	10,000.00	10,000.00	1353100064 4716	Cafetera-Chld Nut-FoodServ / Food Processed Commodity
L68P2261	ACTION SALES	6,712.83	6,712.83	1353100068 4472	Cafetera-Chld Nut-FoodServ / Small Equipment: Food Service
Fund 13 Total:		29,357.17	29,357.17		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1920	CULVER-NEWLIN	10,862.75	10,862.75	1462050070 4500	DefMaint-DefMntT3-Fac Acq / Other Supplies : Non-Instruct
L68P2010	G.A. DOMINGUEZ	26,890.00	26,890.00	1462050077 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvemen
L68P2085	HERITAGE WINDOW COVERING	13,820.00	13,820.00	1462050078 5605	DefMaint-DefMntT3-Fac Acq / Rental, Leases & Repairs:Other
L68P2235	KYA SERVICES LLC	16,968.75	16,968.75	1462050076 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvemen
L68P2254	EKC ENTERPRISES INC	11,443.94	11,443.94	1462050070 4405	DefMaint-DefMntT3-Fac Acq / Non-Capitalized Equip: Non-In
L68P2255	HI TECH PROTECTION SYSTEMS INC	11,043.01	10,665.88	1462050011 4405	DefMaint-DefMntT3-RR:Bldgs / Non-Capitalized Equip:
			377.13	1462050011 5605	DefMaint-DefMntT3-RR:Bldgs / Rental, Leases & Repairs:Oth
L68P2265	WEATHERPROOFING TECHNOLOGIES	250,000.00	250,000.00	1462050070 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvemen
	Fund 14 Total:	341,028.45	341,028.45		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L68A0151	ORBACH HUFF SUAREZ & HENDERSON	50,000.00	50,000.00	2598060002 5820	Cap FacI-RMVC DEV-Fac Acq / Legal Services
L68R0138	KNOWLAND CONSTRUCTION SERVICES	32,856.25	-15,788.75	2598030010 6200	Cap FacI-Dev Fees-Fac Acq / Building & Building Improvements
L68R0141	CLASS LEASING LLC	103,734.37	51,161.73	2598030012 6276	Cap FacI-Dev Fees-Fac Acq / Building Impr:Interim Housing
Fund 25 Total:		186,590.62	13,302.05	2599010003 6276	Cap FacI-COTO-Fac Acq / Building Impr:Interim Housing
			98,675.03		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L68C0010	CAPISTRANO UNIFIED	2,574.00	2,574.00	4098710002 7299	SpecResv-87-1 Bal-IntraAgency / Transfers Out to all Others
L68R0141	CLASS LEASING LLC	103,734.37	35,813.20	4094410004 6276	SpecResv-94-1-Fac Acq / Building Impr:Interim Housing
			3,457.39	4098810004 6276	SpecResv-88-1 Bal-Fac Acq / Building Impr:Interim Housing
Fund 40 Total:		106,308.37	41,844.59		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L68P2218	MEBA C/O	25.00	25.00	6900000007 5800	Health-Undes-Enterprs / Services & Operating Expend
Fund 69 Total:		25.00	25.00		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68C0017	PAUL C MILLER CONSTRUCTION CO	162,834.35	162,834.35	8999840011 6270	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Construction
L68R0126	CJK CONSTRUCTION MANAGEMENT	70,000.00	70,000.00	8999860010 6272	CFD 90-2-I.A.2013-Fac Acq / Building Impr:Const Mgt Fees
L68R0127	HMC	31,485.00	31,485.00	8999840002 6210	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Architect Fees
L68R0128	HMC	72,843.87	72,843.87	8999840002 6210	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Architect Fees
L68R0129	HMC	24,551.91	24,551.91	8999840002 6210	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Architect Fees
L68R0130	HMC	22,083.81	22,083.81	8999840011 6210	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Architect Fees
L68R0131	KYA SERVICES LLC	3,576.44	3,576.44	8999860010 6200	CFD 90-2-I.A.2013-Fac Acq / Building & Building Improvements
L68R0133	PAUL C MILLER CONSTRUCTION CO	31,116.22	26,137.62	8999840011 6270	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Construction
L68R0134	PAUL C MILLER CONSTRUCTION CO	72,490.51	4,978.60	8999860011 6270	CFD 90-2-I.A.2013-Fac Acq / Building Impr : Construction
L68R0135	PAUL C MILLER CONSTRUCTION CO	90,611.13	7,249.05	8999860010 6270	CFD 90-2-I.A.2013-Fac Acq / Building Impr : Construction
L68R0136	PAUL C MILLER CONSTRUCTION CO	112,893.42	9,061.11	8999860010 6270	CFD 90-2-I.A.2013-Fac Acq / Building Impr : Construction
L68R0137	PAUL C MILLER CONSTRUCTION CO	2,243,842.78	94,830.47	8999840011 6270	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Construction
L68R0138	KNOWLAND CONSTRUCTION SERVICES	32,856.25	18,062.95	8999860011 6270	CFD 90-2-I.A.2013-Fac Acq / Building Impr : Construction
L68R0142	P2S ENGINEERING INC	4,213.00	1,907,266.36	8999840011 6270	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Construction
	Fund 89 Total:	2,975,398.69	336,576.42	8999860011 6270	CFD 90-2-I.A.2013-Fac Acq / Building Impr : Construction
			48,645.00	8999840011 6200	CFD 90-2-BndRfndg-Fac Acq / Building & Building Improvements
			4,213.00	8999840002 6280	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Constr Testing
			2,844,395.96		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L68C0015	US BANK	3,225.00	3,225.00	9299880014 5800	CFD 92-1-2013REF-Fac Acq / Services & Operating Expend
L68C0018	PAUL C MILLER CONSTRUCTION CO	59,837.11	59,837.11	9299880009 6270	CFD 92-1-2013REF-Fac Acq / Building Impr : Construction
L68R0124	PAUL C MILLER CONSTRUCTION CO	5,746,719.93	4,999,646.34	9299880009 6270	CFD 92-1-2013REF-Fac Acq / Building Impr : Construction
L68R0125	AW INDUSTRIES	137,193.82	119,358.62	9299880009 6290	CFD 92-1-2013REF-Fac Acq / Building Impr : Inspection
Fund 92 Total:		5,946,975.86	5,182,067.07		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68C0014	US BANK	2,500.00	2,500.00	9399750009 5800	CFD 2004-OrigBond-Fac Acq / Services & Operating Expend
L68R0134	PAUL C MILLER CONSTRUCTION CO	72,490.51	14,498.10	9399750007 6270	CFD 2004-OrigBond-Fac Acq / Building Impr : Construction
L68R0135	PAUL C MILLER CONSTRUCTION CO	90,611.13	18,122.23	9399750007 6270	CFD 2004-OrigBond-Fac Acq / Building Impr : Construction
Fund 93 Total:		165,601.64	35,120.33		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L68C0012	US BANK	2,825.00	2,825.00	9599840014 5800	CFD98-1A-BndRfndg-Fac Acq / Services & Operating Expend
Fund 95 Total:		2,825.00	2,825.00		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L68C0013	US BANK	2,500.00	2,500.00	9899840023	5800
L68C0016	PAUL C MILLER CONSTRUCTION CO	152,499.01	152,499.01	9899840024	6270
L68R0124	PAUL C MILLER CONSTRUCTION CO	5,746,719.93	747,073.59	9899840019	6270
L68R0125	AW INDUSTRIES	137,193.82	17,835.20	9899840019	6290
L68R0132	MTGL	1,580.00	1,580.00	9899840018	6190
L68R0134	PAUL C MILLER CONSTRUCTION CO	72,490.51	50,743.36	9899810007	6270
L68R0135	PAUL C MILLER CONSTRUCTION CO	90,611.13	63,427.79	9899810007	6270
Fund 98 Total:		6,203,594.40	1,035,658.95		

CAPISTRANO USD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/08/2017

FROM 09/21/2017 TO 10/18/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			24,833,358.95		

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252001	V68146284 BUSWEST	09/21/17		MW	0101-0730-0-4600-1110-3600-000	12,981.17
68	00252002	V68114772 CHRISTINE HORNAK-STEIN	09/21/17		MW	0101-6500-0-5815-5750-3150-000	2,400.00
68	00252003	V68112151 LEGO EDUCATION	09/21/17		MW	0101-0000-0-9510-0000-0000-000	6,706.34
68	00252004	V68144779 MAILFINANCE INC DBA	09/21/17		MW	0101-0000-0-5605-0000-7540-000	4,349.82
68	00252005	V68142582 MESA GOLF CARTS	09/21/17		MW	0101-0000-0-5605-0000-8210-000	6,626.67
68	00252006	V68123679 PACIFIC PLUMBING COMPANY OF	09/21/17		MW	0101-8150-0-5605-0000-8110-000	506.00
68	00252007	V68123679 PACIFIC PLUMBING COMPANY OF	09/21/17		MW	0101-8150-0-5605-0000-8110-000	9,869.00
68	00252008	V68150715 PORT VIEW PREPARATORY SCHOOL	09/21/17		MW	0101-0000-0-9510-0000-0000-000	46,820.00
68	00252009	V68152049 PROJECT DIMENSIONS	09/21/17		MW	0101-0000-0-5605-0000-7690-000	13,140.00
68	00252009	V68152049 PROJECT DIMENSIONS	09/21/17		MW	0101-0000-0-5810-0000-7690-000	5,850.00
68	00252010	V68146103 R&S SOIL PRODUCTS INC	09/21/17		MW	0101-0000-0-4500-0000-8220-000	13,154.20
68	00252011	V68112866 SMARTAN SUPPLY COMPANY	09/21/17		MW	0101-8150-0-4500-0000-8110-000	5,912.17
68	00252012	V68103187 THOUSAND PINES OUTDOOR SCHOOL	09/21/17		MW	0101-0400-0-5840-1130-1000-068	23,302.80
68	00252013	V68149684 ALTERNATIVE COMMUNICATIONS	09/22/17		MW	0101-6500-0-5810-5750-1190-000	624.00
68	00252014	V68148589 ARKEE, SHEILA	09/22/17		MW	0101-0724-0-5800-5001-3600-000	126.68
68	00252015	V68156062 Audet, Brian or Christine	09/22/17		MW	0101-0004-0-4114-1180-1000-003	69.00
68	00252016	V68145454 BAKER, BRAD	09/22/17		MW	0101-6264-0-5216-0000-2100-000	1,195.10
68	00252017	V68141916 BANNERMAN, CARY OR KELLY	09/22/17		MW	0101-0724-0-5800-5001-3600-000	221.92
68	00252018	V68156083 BARRY, KRISTI	09/22/17		MW	0101-0004-0-4114-1180-1000-006	9.00
68	00252019	V68156064 Bass, John or Margrette	09/22/17		MW	0101-0004-0-4114-1180-1000-003	10.00
68	00252020	V68156068 Bautista, Gerardo	09/22/17		MW	0101-0004-0-4200-1180-2420-021	22.95
68	00252021	V68049767 BENS ASPHALT	09/22/17		MW	0101-8150-0-5605-0000-8110-000	3,000.00
68	00252022	V68009305 BLIND CHILDREN S LEARNING	09/22/17		MW	0101-6500-0-5802-5750-1180-000	1,493.31
68	00252023	V68156063 Brackman, Roshelle	09/22/17		MW	0101-0004-0-4114-1180-1000-003	15.00
68	00252024	V68146023 BUI, HONG OR LINH LE	09/22/17		MW	0101-0724-0-5800-5001-3600-000	22.47
68	00252026	V68141660 CAL-STATE AUTO PARTS INC	09/22/17		MW	0101-0724-0-4600-5001-3600-000	5,413.78
68	00252027	V68156065 Calabro, Kellie	09/22/17		MW	0101-0004-0-4114-1180-1000-003	28.00
68	00252028	V68156056 Castaneda, Gabino or Paul Olve	09/22/17		MW	0101-0004-0-4114-1180-1000-003	10.00
68	00252029	V68106764 CDWG Inc	09/22/17		MW	0101-0400-0-5800-1130-1000-087	376.00
68	00252030	V68017386 CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-0986-0-5838-0000-6000-001	6,572.96
68	00252030	V68017386 CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-0986-0-5838-0000-6000-002	3,122.90
68	00252030	V68017386 CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-0986-0-5838-0000-6000-003	1,604.80
68	00252030	V68017386 CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-0986-0-5838-0000-6000-005	3,301.72

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252030	CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-0986-0-5838-0000-6000-006	1,501.50
68	00252030	CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-1100-0-5838-1140-4100-006	1,445.00
68	00252030	CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-1100-0-5838-1140-4200-002	1,778.00
68	00252030	CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-1100-0-5838-1140-4200-003	1,882.25
68	00252030	CERTIFIED TRANSPORTATION SERVI	09/22/17		MW	0101-1100-0-5838-1140-4200-006	3,211.96
68	00252031	Chavarin, Carmen	09/22/17		MW	0101-0004-0-4114-1180-1000-003	85.00
68	00252032	CHEN, EDWARD OR LYNN	09/22/17		MW	0101-0724-0-5800-5001-3600-000	90.73
68	00252033	CIPOLLONE, JOSEPH AND/OR DEBRA	09/22/17		MW	0101-0724-0-5800-5001-3600-000	14.98
68	00252034	CITY OF SAN CLEMENTE	09/22/17		MW	0101-0000-0-5500-0000-8200-000	16,232.67
68	00252035	CITY OF SAN JUAN CAPISTRANO	09/22/17		MW	0101-0000-0-5500-0000-8200-000	15,828.06
68	00252035	CITY OF SAN JUAN CAPISTRANO	09/22/17		MW	0101-8150-0-5800-0000-8120-000	995.20
68	00252036	CONDIE, JOSHUA OR CAROL	09/22/17		MW	0101-0724-0-5800-5001-3600-000	12.84
68	00252037	CONSOLIDATED ELECTRICAL DISTR	09/22/17		MW	0101-8150-0-4500-0000-8110-000	962.44
68	00252038	COON, MATTHEW/ERIKA	09/22/17		MW	0101-0724-0-5800-5001-3600-000	95.87
68	00252039	COPPER HILLS YOUTH CENTER	09/22/17		MW	0101-6500-0-5803-5750-1180-000	2,295.00
68	00252040	COUNTY OF ORANGE-WASTE MNGT	09/22/17		MW	0101-0000-0-5605-0000-8220-000	964.17
68	00252041	Cover, Virginia	09/22/17		MW	0101-0004-0-4114-1180-1000-003	135.00
68	00252042	DANNIS WOLIVER KELLEY	09/22/17		MW	0101-0900-0-5820-0000-6003-000	3,897.00
68	00252043	DIESEL EMISSIONS SERVICE	09/22/17		MW	0101-0730-0-5800-1110-3600-000	22,751.48
68	00252044	DIGITAL NETWORKS GROUP INC	09/22/17		MW	0101-0400-0-4300-1130-1000-055	15,766.41
68	00252045	ECE4AUTISM	09/22/17		MW	0101-6500-0-5802-5750-1180-000	10,635.80
68	00252046	EWING IRRIGATION PRODUCTS INC	09/22/17		MW	0101-0000-0-4500-0000-8220-000	9,084.61
68	00252047	Ferguson Enterprises Inc	09/22/17		MW	0101-8150-0-4500-0000-8110-000	5,032.70
68	00252048	GANAHL LUMBER	09/22/17		MW	0101-8150-0-4500-0000-8110-000	5,182.01
68	00252049	GARAY, DEBRA	09/22/17		MW	0101-0730-0-8675-0000-0000-000	502.50
68	00252050	GARRINGER, RODNEY OR SARA	09/22/17		MW	0101-0724-0-5800-5001-3600-000	17.12
68	00252051	HARRELL, PAUL AND DEBBIE	09/22/17		MW	0101-0724-0-5800-5001-3600-000	163.71
68	00252052	HARRINGTON, JARED OR CANDICE	09/22/17		MW	0101-0724-0-5800-5001-3600-000	191.10
68	00252053	HEAR NOW	09/22/17		MW	0101-3320-0-5801-5730-3150-000	975.37
68	00252053	HEAR NOW	09/22/17		MW	0101-3386-0-5801-5710-3150-000	1,734.00
68	00252053	HEAR NOW	09/22/17		MW	0101-6500-0-5801-5750-3150-000	2,709.38
68	00252054	HEATING & COOLING SUPPLY	09/22/17		MW	0101-8150-0-5605-0000-8110-000	5,827.17
68	00252055	HIERONYMUS, PAUL OR DAYLENE	09/22/17		MW	0101-0724-0-5800-5001-3600-000	97.58

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252056	V68150688 HOWARD TECHNOLOGY SOLUTIONS	09/22/17		MW	0101-0504-0-4300-1110-1000-000	24.50
68	00252057	V68151262 IRVINE RANCH OUTDOOR ED CENTER	09/22/17		MW	0101-0400-0-5840-1130-1000-072	1,000.00
68	00252058	V68156061 Jarman, Brett or Nancy	09/22/17		MW	0101-0004-0-4114-1180-1000-003	69.00
68	00252059	V68046445 JOHNSTONE SUPPLY	09/22/17		MW	0101-8150-0-4500-0000-8110-000	14,886.04
68	00252060	V68152590 KNILANS, JANET OR FRED	09/22/17		MW	0101-0724-0-5800-5001-3600-000	178.26
68	00252061	V68146321 LEEB, ANDREA	09/22/17		MW	0101-0724-0-5800-5001-3600-000	2,060.01
68	00252062	V68145493 LOUIE, DARRYL OR CATHERINE	09/22/17		MW	0101-0724-0-5800-5001-3600-000	304.31
68	00252063	V68056440 MARDAN SCHOOL	09/22/17		MW	0101-6500-0-5102-5750-1180-000	1,246.98
68	00252063	V68056440 MARDAN SCHOOL	09/22/17		MW	0101-6500-0-5802-5750-1180-000	19,878.54
68	00252064	V68154696 MARDER, JEFF	09/22/17		MW	0101-0724-0-5800-5001-3600-000	119.84
68	00252065	V68155871 McCluskey, Fred	09/22/17		MW	0101-0724-0-5800-5001-3600-000	1,667.00
68	00252066	V68113402 MICHEL, WALTER &/OR NANCY	09/22/17		MW	0101-0724-0-5800-5001-3600-000	352.46
68	00252067	V68149740 MOHEB, MEHRDAD	09/22/17		MW	0101-0724-0-5800-5001-3600-000	32.95
68	00252068	V68061270 MOULTON NIGUEL WATER	09/22/17		MW	0101-0000-0-5500-0000-8200-000	7,431.90
68	00252069	V68151138 MYERS, EDWIN OR BRENDA	09/22/17		MW	0101-0724-0-5800-5001-3600-000	202.01
68	00252070	V68021378 NEW HAVEN YOUTH & FAMILY	09/22/17		MW	0101-6500-0-5802-5750-1180-000	1,530.00
68	00252070	V68021378 NEW HAVEN YOUTH & FAMILY	09/22/17		MW	0101-6500-0-5803-5750-1180-000	1,736.00
68	00252070	V68021378 NEW HAVEN YOUTH & FAMILY	09/22/17		MW	0101-6512-0-5104-5750-1180-000	4,767.50
68	00252070	V68021378 NEW HAVEN YOUTH & FAMILY	09/22/17		MW	0101-6512-0-5104-5750-3120-000	4,767.50
68	00252071	V68105372 ORANGE COUNTY THERAPY SERVICE	09/22/17		MW	0101-3320-0-5101-5730-3141-000	3,519.12
68	00252071	V68105372 ORANGE COUNTY THERAPY SERVICE	09/22/17		MW	0101-6500-0-5801-5750-3141-000	4,313.76
68	00252071	V68105372 ORANGE COUNTY THERAPY SERVICE	09/22/17		MW	0101-6500-0-5101-5770-3141-000	3,519.12
68	00252072	V68105435 PEARSON EDUCATION INC	09/22/17		MW	0101-6300-0-4150-1140-1000-000	408.35
68	00252073	V68153793 QUACH, HOANG	09/22/17		MW	0101-0724-0-5800-5001-3600-000	73.61
68	00252074	V68153379 R. JENSEN CO INC	09/22/17		MW	0101-0000-0-9510-0000-0000-000	4,461.12
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-024	72,329.08
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-026	2,531.87
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-032	72,329.08
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4200-3800-1000-031	60,815.89
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-030	58,284.02
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-029	58,284.02
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-028	58,284.02
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-027	58,284.02

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-025	58,284.02
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-023	60,675.92
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-022	58,284.02
68	00252075	V68064170 RANESCO	09/22/17		MW	0101-6387-0-4300-3800-1000-021	58,284.02
68	00252076	V68155209 REILLE, WENDI	09/22/17		MW	0101-0724-0-5800-5001-3600-000	81.32
68	00252077	V68144550 RETTBERG, HELEN	09/22/17		MW	0101-0724-0-5800-5001-3600-000	806.78
68	00252078	V68152686 RICHARDS, EDWARD OR ANITA	09/22/17		MW	0101-0724-0-5800-5001-3600-000	114.70
68	00252079	V68155119 RUSSOMANNO, ANTHONY	09/22/17		MW	0101-6264-0-5216-0000-2100-000	122.06
68	00252080	V68154322 S&K THEATRICAL DRAPERIES INC	09/22/17		MW	0101-8150-0-5800-0000-8110-000	1,224.54
68	00252081	V68078255 SAN DIEGO GAS & ELECTRIC	09/22/17		MW	0101-0000-0-5500-0000-8200-000	118,883.74
68	00252082	V68079190 SANTA MARGARITA WATER	09/22/17		MW	0101-0000-0-5500-0000-8200-000	8,908.46
68	00252083	V68081031 SCOTT FORESMAN	09/22/17		MW	0101-6300-0-4140-1110-1000-000	6,938.70
68	00252084	V68147427 SHACK-LAPPIN, CAROL	09/22/17		MW	0101-6512-0-5115-5750-3110-000	3,676.25
68	00252085	V68153105 SIGNATURE FLOORING INC	09/22/17		MW	0101-8150-0-5605-0000-8110-000	32,349.10
68	00252086	V68084100 SO CA GAS CO	09/22/17		MW	0101-0000-0-5500-0000-8200-000	391.16
68	00252086	V68084100 SO CA GAS CO	09/22/17		MW	0101-0724-0-4600-5001-3600-000	216.57
68	00252087	V68155551 SOLACIUM NEW HAVEN LLC	09/22/17		MW	0101-6500-0-5803-5750-1180-000	5,880.00
68	00252087	V68155551 SOLACIUM NEW HAVEN LLC	09/22/17		MW	0101-6512-0-5104-5750-1180-000	2,387.00
68	00252087	V68155551 SOLACIUM NEW HAVEN LLC	09/22/17		MW	0101-6512-0-5104-5750-3120-000	9,362.00
68	00252088	V68143011 SOUTH COAST WATER DISTRICT	09/22/17		MW	0101-0000-0-5500-0000-8200-000	14,982.07
68	00252089	V68156057 Spellacy, Tamara	09/22/17		MW	0101-0004-0-4114-1180-1000-003	10.00
68	00252090	V68150055 STAFFREHAB	09/22/17		MW	0101-6500-0-5801-5750-1130-000	1,312.50
68	00252090	V68150055 STAFFREHAB	09/22/17		MW	0101-6500-0-5801-5750-1181-000	900.00
68	00252091	V68118721 STEVENS WALSH, KAREN	09/22/17		MW	0101-0724-0-5800-5001-3600-000	87.31
68	00252092	V68148019 SUNBELT STAFFING LLC	09/22/17		MW	0101-6500-0-5101-5750-1181-000	4,320.00
68	00252092	V68148019 SUNBELT STAFFING LLC	09/22/17		MW	0101-6500-0-5801-5750-1181-000	2,029.13
68	00252092	V68148019 SUNBELT STAFFING LLC	09/22/17		MW	0101-6500-0-5101-5770-1181-000	4,320.00
68	00252092	V68148019 SUNBELT STAFFING LLC	09/22/17		MW	0101-6500-0-5801-5770-1181-000	2,029.12
68	00252093	V68089248 TEACHERS DISCOVERY	09/22/17		MW	0101-0002-0-4300-1140-1000-031	275.91
68	00252094	V68140597 TECHEDU	09/22/17		MW	0101-0400-0-4300-1130-1000-087	609.23
68	00252095	V68155948 Track Technology Systems Inc	09/22/17		MW	0101-3010-0-4400-3200-2422-018	1,046.05
68	00252096	V68093334 UNITED RENTALS	09/22/17		MW	0101-0000-0-5605-0000-7700-000	244.31
68	00252097	V68147868 US BANK	09/22/17		MW	0101-0000-0-9517-0000-0000-000	3,569.73

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252098	V68156054	Valovich, Erin	09/22/17		MW	0101-0004-0-4114-1180-1000-003	10.00
68 00252099	V68103795	VORTEX	09/22/17		MW	0101-8150-0-5605-0000-8110-000	2,117.52
68 00252100	V68156067	Williams, Jess or Christiane	09/22/17		MW	0101-0004-0-4114-1180-1000-003	85.00
68 00252114	V68154902	BLUE RIBBON TECHNOLOGIES LLC	09/25/17		MW	0101-0501-0-5800-0000-7400-000	16,188.00
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-0010-0-4500-0000-2100-000	2,813.35
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-024	22,384.22
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-032	22,097.61
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-031	14,204.71
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-030	7,892.90
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-029	25,449.50
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-4400-3800-1000-027	5,390.19
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-027	23,463.34
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-023	10,541.85
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-022	29,339.27
68 00252115	V68024000	CULVER-NEWLIN	09/25/17		MW	0101-6387-0-6400-3800-1000-021	15,512.90
68 00252116	V68113310	EXECUTIVE ENVIRONMENTAL SVCS	09/25/17		MW	0101-8150-0-5800-0000-8110-000	3,104.16
68 00252117	V68059154	HERITAGE SCHOOLS INC	09/25/17		MW	0101-6500-0-5803-5750-1180-000	2,760.00
68 00252117	V68059154	HERITAGE SCHOOLS INC	09/25/17		MW	0101-6512-0-5104-5750-1180-000	7,595.00
68 00252117	V68059154	HERITAGE SCHOOLS INC	09/25/17		MW	0101-6512-0-5104-5750-3120-000	2,573.00
68 00252118	V68117362	IDEAL COMPUTER SOUTH INC	09/25/17		MW	0101-0000-0-5800-0000-7700-000	2,217.00
68 00252119	V68112637	MIND RESEARCH INSTITUTE	09/25/17		MW	0101-3010-0-5800-1110-1000-072	4,000.00
68 00252120	V68155646	Mohawk Commercial Inc	09/25/17		MW	0101-6387-0-5800-3800-1000-000	21,745.13
68 00252121	V68155646	Mohawk Commercial Inc	09/25/17		MW	0101-6387-0-5800-3800-1000-000	4,203.28
68 00252122	V68150654	NSI ACADEMY	09/25/17		MW	0101-6500-0-5803-5750-1180-000	5,375.00
68 00252122	V68150654	NSI ACADEMY	09/25/17		MW	0101-6512-0-5104-5750-1180-000	6,085.46
68 00252122	V68150654	NSI ACADEMY	09/25/17		MW	0101-6512-0-5104-5750-3120-000	7,302.54
68 00252124	V68028870	OFFICE DEPOT	09/25/17		MW	0101-0000-0-4500-0000-3140-000	148.73
68 00252124	V68028870	OFFICE DEPOT	09/25/17		MW	0101-0000-0-4500-0000-3900-000	90.32
68 00252124	V68028870	OFFICE DEPOT	09/25/17		MW	0101-0000-0-4500-1140-2700-014	291.08
68 00252124	V68028870	OFFICE DEPOT	09/25/17		MW	0101-0002-0-4500-0000-2700-025	1,736.87
68 00252124	V68028870	OFFICE DEPOT	09/25/17		MW	0101-0002-0-4300-1130-1000-058	68.21
68 00252124	V68028870	OFFICE DEPOT	09/25/17		MW	0101-0002-0-4300-1140-1000-001	5,315.64
68 00252124	V68028870	OFFICE DEPOT	09/25/17		MW	0101-0002-0-4400-1140-1000-004	1,601.74

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252124	V68028870 OFFICE DEPOT	09/25/17		MW	0101-0002-0-4300-1140-1000-025	551.68
68	00252124	V68028870 OFFICE DEPOT	09/25/17		MW	0101-0002-0-4300-1140-2700-004	76.59
68	00252124	V68028870 OFFICE DEPOT	09/25/17		MW	0101-0404-0-4500-0000-2100-000	35.15
68	00252124	V68028870 OFFICE DEPOT	09/25/17		MW	0101-6500-0-4500-5001-2100-000	70.12
68	00252125	V68123679 PACIFIC PLUMBING COMPANY OF	09/25/17		MW	0101-8150-0-5605-0000-8110-000	4,541.00
68	00252126	V68116957 PALI MOUNTAIN INSTITUTE	09/25/17		MW	0101-0400-0-5840-1130-1000-063	20,470.00
68	00252127	V68116957 PALI MOUNTAIN INSTITUTE	09/25/17		MW	0101-0400-0-5840-1130-1000-074	1,500.00
68	00252128	V68068227 PARKHOUSE TIRE INC.	09/25/17		MW	0101-0724-0-4600-5001-3600-000	9,400.00
68	00252129	V68149161 SILICON VALLEY MATHEMATICS	09/25/17		MW	0101-0010-0-5800-0000-2100-000	6,000.00
68	00252130	V68035303 WESTERN ASSOC SCH & COL	09/25/17		MW	0101-0000-0-5300-1110-2100-099	6,790.00
68	00252131	V68147432 WOODWARD ACADEMY	09/25/17		MW	0101-6500-0-5803-5750-1180-000	2,000.00
68	00252131	V68147432 WOODWARD ACADEMY	09/25/17		MW	0101-6512-0-5104-5750-1180-000	3,042.73
68	00252131	V68147432 WOODWARD ACADEMY	09/25/17		MW	0101-6512-0-5104-5750-3120-000	3,651.27
68	00252133	V68155943 R & S Flooring Solutions	09/26/17		MW	0101-8150-0-5605-0000-8110-000	85,909.38
68	00252134	V68111772 SIGMANET	09/26/17		MW	0101-0750-0-5800-1110-1000-000	6,238.20
68	00252135	V68089320 TARGET SPECIALTY PROD	09/26/17		MW	0101-0000-0-4500-0000-8220-000	6,272.14
68	00252136	V68151697 THE COLLEGE BLUEPRINT	09/26/17		MW	0101-0733-0-5810-1110-1000-000	12,675.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0000-0-8699-0000-0000-000	4.24
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0000-0-9321-0000-0000-000	4,954.35
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0000-0-4500-0000-7180-000	471.96
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0000-0-4500-0000-8310-000	12.31
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-5216-0000-2700-002	510.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-5216-0000-2700-003	935.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-4500-0000-2700-086	581.76
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-4200-1130-1000-061	28.10
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-4300-1130-1000-082	102.14
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-4300-1140-1000-022	264.54
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-4300-1140-1000-029	30.12
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0002-0-5216-1140-2100-003	540.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0004-0-4114-1180-1000-002	488.35
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0010-0-4300-1110-1000-000	59.96
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0010-0-4300-1110-2700-000	78.18
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0400-0-5215-0000-2700-002	60.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0400-0-5216-0000-2700-002	300.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0790-0-4200-0000-2100-000	257.80
68	00252137	V68118382 US BANK	09/26/17		MW	0101-0790-0-5216-0000-3110-000	85.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-3010-0-5800-1110-1000-000	5,000.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-6264-0-5215-1110-1000-000	795.00
68	00252137	V68118382 US BANK	09/26/17		MW	0101-6300-0-4300-1110-1000-000	6.16
68	00252137	V68118382 US BANK	09/26/17		MW	0101-6300-0-4150-1140-1000-000	1,050.25
68	00252137	V68118382 US BANK	09/26/17		MW	0101-6500-0-4405-5001-2700-000	1,207.35
68	00252137	V68118382 US BANK	09/26/17		MW	0101-6500-0-4300-5750-1190-000	28.41
68	00252137	V68118382 US BANK	09/26/17		MW	0101-8150-0-4500-0000-8110-000	824.64
68	00252139	V68110273 WATERLINES TECHNOLOGIES INC	09/26/17		MW	0101-8150-0-4500-0000-8110-000	11,398.17
68	00252140	V68146077 WEST COAST ARBORISTS INC.	09/26/17		MW	0101-0000-0-5605-0000-8220-000	53,081.00
68	00252141	V68122588 IST JON	09/27/17		MW	0101-8150-0-5605-0000-8110-000	1,516.89
68	00252142	V68001470 AARDVARK CLAY	09/27/17		MW	0101-0002-0-4300-1140-1000-003	74.24
68	00252143	V68063438 ABSURD SHIRTS	09/27/17		MW	0101-0400-0-4300-1130-1000-085	2,478.25
68	00252144	V68001670 ACADEMIC THERAPY PUBL	09/27/17		MW	0101-0000-0-4500-0000-3120-000	75.86
68	00252144	V68001670 ACADEMIC THERAPY PUBL	09/27/17		MW	0101-6500-0-4500-5001-3120-000	113.78
68	00252145	V68102781 ALISO VIEJO COMMUNITY ASSN	09/27/17		MW	0101-8150-0-5605-0000-8110-000	2,242.19
68	00252146	V68038349 AWARDS N MORE	09/27/17		MW	0101-0000-0-4500-0000-7180-000	330.25
68	00252147	V68147658 BETTERCHINESE	09/27/17		MW	0101-6300-0-5800-1110-1000-000	690.00
68	00252148	V68101187 BIO-RAD LABORATORIES	09/27/17		MW	0101-0002-0-4300-1140-1000-005	179.47
68	00252149	V68154425 BRIGGS, CHARLIE	09/27/17		MW	0101-6264-0-5216-0000-2100-000	435.39
68	00252150	V68146284 BUSWEST	09/27/17		MW	0101-0730-0-4600-1110-3600-000	4,429.84
68	00252151	V68145221 CALIFORNIA WEEKLY EXPLORER INC	09/27/17		MW	0101-0400-0-5840-1130-1000-088	1,180.00
68	00252152	V68016950 CAROLINA BIOLOGICAL SUPP	09/27/17		MW	0101-0000-0-9510-0000-0000-000	19.18
68	00252152	V68016950 CAROLINA BIOLOGICAL SUPP	09/27/17		MW	0101-0002-0-4300-1140-1000-005	218.25
68	00252153	V68035089 CASBO	09/27/17		MW	0101-0000-0-5216-0000-7300-000	510.00
68	00252154	V68106764 CDWG Inc	09/27/17		MW	0101-0002-0-4300-1130-1000-085	539.84
68	00252155	V68106764 CDWG Inc	09/27/17		MW	0101-0000-0-4405-0000-7400-000	50.51
68	00252155	V68106764 CDWG Inc	09/27/17		MW	0101-0000-0-4405-0000-7700-000	1,357.58
68	00252156	V68123912 CENGAGE LEARNING	09/27/17		MW	0101-6300-0-4150-1140-1000-000	1,902.33
68	00252157	V68017386 CERTIFIED TRANSPORTATION SERVI	09/27/17		MW	0101-1100-0-5838-1140-4200-003	450.00
68	00252158	V68155276 CERVANTES-MANZANARES, JENNIFER	09/27/17		MW	0101-0790-0-5216-0000-3110-000	132.76

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252159	V68108311 CINTAS CORPORATION	09/27/17		MW	0101-0730-0-4500-1110-3600-000	58.72
68	00252159	V68108311 CINTAS CORPORATION	09/27/17		MW	0101-0724-0-4500-5001-3600-000	137.03
68	00252159	V68108311 CINTAS CORPORATION	09/27/17		MW	0101-8150-0-4500-0000-8110-000	380.43
68	00252160	V68018872 CITY OF SAN JUAN CAPISTRANO	09/27/17		MW	0101-0000-0-5500-0000-8200-000	7,673.78
68	00252161	V68147693 COMPLETE OFFICE OF CA	09/27/17		MW	0101-0000-0-4500-0000-2100-000	10.75
68	00252161	V68147693 COMPLETE OFFICE OF CA	09/27/17		MW	0101-3010-0-4500-0000-2100-000	40.88
68	00252161	V68147693 COMPLETE OFFICE OF CA	09/27/17		MW	0101-8150-0-4500-0000-8110-000	219.21
68	00252162	V68027192 CONSOLIDATED ELECTRICAL DISTR	09/27/17		MW	0101-8150-0-4500-0000-8110-000	1,707.64
68	00252163	V68148595 CONTEMPORARY SERVICES CORP.	09/27/17		MW	0101-0986-0-5800-0000-6000-002	779.25
68	00252164	V68108186 CROWLEY, HEIDI	09/27/17		MW	0101-0000-0-5216-0000-2100-000	802.66
68	00252165	V68024822 DANMAR PRODUCTS INC	09/27/17		MW	0101-3320-0-4500-5730-3140-000	143.00
68	00252166	V68153201 Decker Equipment/School Fix	09/27/17		MW	0101-0002-0-4300-1140-1000-005	530.28
68	00252167	V68009300 DICK BLICK WEST	09/27/17		MW	0101-0002-0-4300-1140-1000-025	1,113.75
68	00252168	V68147187 DM COLOR EXPRESS	09/27/17		MW	0101-0002-0-4500-0000-2700-085	1,008.00
68	00252168	V68147187 DM COLOR EXPRESS	09/27/17		MW	0101-0400-0-4300-1130-1000-055	266.42
68	00252169	V68046440 DON JOHNSTON INC	09/27/17		MW	0101-0000-0-9510-0000-0000-000	1,293.41
68	00252170	V68149794 EBBING, CURTIS AND/OR MARYAM	09/27/17		MW	0101-6500-0-5802-5750-1180-000	164.36
68	00252171	V68155592 Ernest Proud	09/27/17		MW	0101-6512-0-5115-5750-3110-000	680.00
68	00252172	V68118205 FASTENAL	09/27/17		MW	0101-0730-0-4600-1110-3600-000	53.95
68	00252173	V68032535 FEDERAL EXPRESS CORP	09/27/17		MW	0101-0000-0-5900-0000-7540-000	694.53
68	00252174	V68032964 FLINN SCIENTIFIC INC	09/27/17		MW	0101-0002-0-4300-1140-1000-005	565.04
68	00252175	V68150202 FOLLETT SCHOOL SOLUTIONS INC	09/27/17		MW	0101-0002-0-4300-1140-1000-001	232.08
68	00252176	V68073437 GANAHL LUMBER	09/27/17		MW	0101-0002-0-4300-1140-1000-029	123.44
68	00252176	V68073437 GANAHL LUMBER	09/27/17		MW	0101-8150-0-4500-0000-8110-000	1,289.39
68	00252177	V68112996 GOODWILL INDUSTRIES OF ORANGE	09/27/17		MW	0101-0504-0-5810-1110-1000-000	150.00
68	00252178	V68035735 GOPHER ATHLETIC	09/27/17		MW	0101-0400-0-4300-1130-1000-055	351.38
68	00252179	V68007500 HENRY SCHEIN INC/MBM	09/27/17		MW	0101-1100-0-4300-1140-4200-002	494.00
68	00252180	V68155707 HI TECH PROTECTION SYSTEMS INC	09/27/17		MW	0101-0400-0-6400-0000-2700-027	4,885.00
68	00252181	V68121975 HOLLIDAY, SUSAN	09/27/17		MW	0101-6264-0-5216-0000-2100-000	58.68
68	00252182	V68114467 IMAGE 2000	09/27/17		MW	0101-0002-0-4300-1140-1000-005	161.46
68	00252182	V68114467 IMAGE 2000	09/27/17		MW	0101-8150-0-5605-0000-8110-000	131.25
68	00252183	V68153485 IPEVO INC	09/27/17		MW	0101-3311-0-4500-5001-2100-000	142.28
68	00252184	V68118455 IRMA R GARCIA MSW ASW	09/27/17		MW	0101-6512-0-5115-5750-3110-000	1,260.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252185	V68153009 J&J ENVIRONMENTAL CONSTRUCTION	09/27/17		MW	0101-8150-0-5605-0000-8110-000	10,000.00
68	00252186	V68156110 JOHNSON, Kyren	09/27/17		MW	0101-0004-0-4200-1180-2420-021	18.00
68	00252187	V68062513 KELLY PAPER COMPANY	09/27/17		MW	0101-0000-0-4500-0000-7550-000	2,269.93
68	00252188	V68049480 LAKESHORE LEARNING MATERIALS	09/27/17		MW	0101-0400-0-4300-1130-1000-056	869.06
68	00252189	V68119345 LAWING, KORIN	09/27/17		MW	0101-0000-0-5213-0000-7690-000	24.61
68	00252190	V68104580 LAWSON PRODUCTS INC	09/27/17		MW	0101-0730-0-4600-1110-3600-000	257.94
68	00252191	V68118980 LOCAL JANITORIAL & VACUUM	09/27/17		MW	0101-0000-0-4500-0000-8210-000	407.81
68	00252192	V68148176 LONGORIA, RICARDO/YVONNE	09/27/17		MW	0101-0724-0-5800-5001-3600-000	2,320.61
68	00252193	V68055550 MCGRAW-HILL SCHOOL EDUCATION	09/27/17		MW	0101-6300-0-4150-1140-1000-000	1,124.24
68	00252194	V68151815 MCNICHOLAS, MARTHA	09/27/17		MW	0101-0000-0-5216-0000-7150-000	62.60
68	00252195	V68104419 MHS RESEARCH DEPARTMENT	09/27/17		MW	0101-0000-0-4500-0000-3120-000	1,156.65
68	00252195	V68104419 MHS RESEARCH DEPARTMENT	09/27/17		MW	0101-6500-0-4500-5001-3120-000	1,734.99
68	00252196	V68061270 MOULTON NIGUEL WATER	09/27/17		MW	0101-0000-0-5500-0000-8200-000	858.82
68	00252197	V68154669 NASARIO SOLIS	09/27/17		MW	0101-0000-0-5800-0000-8300-000	412.00
68	00252198	V68021378 NEW HAVEN YOUTH & FAMILY	09/27/17		MW	0101-6500-0-5802-5750-1180-000	510.00
68	00252198	V68021378 NEW HAVEN YOUTH & FAMILY	09/27/17		MW	0101-6500-0-5803-5750-1180-000	372.00
68	00252199	V68155839 NGUYEN, HUY	09/27/17		MW	0101-0000-0-9510-0000-0000-000	1,336.76
68	00252200	V68150654 NSI ACADEMY	09/27/17		MW	0101-6500-0-5803-5750-1180-000	1,250.00
68	00252200	V68150654 NSI ACADEMY	09/27/17		MW	0101-6512-0-5104-5750-1180-000	1,521.36
68	00252200	V68150654 NSI ACADEMY	09/27/17		MW	0101-6512-0-5104-5750-3120-000	1,825.64
68	00252201	V68154232 OCDE	09/27/17		MW	0101-0000-0-5216-0000-7110-000	10.00
68	00252202	V68066589 OCEAN INSTITUTE	09/27/17		MW	0101-0400-0-5840-1130-1000-060	1,600.00
68	00252203	V68143705 ORANGE COUNTY FIRE PROTECTION	09/27/17		MW	0101-0724-0-5800-5001-3600-000	3,378.07
68	00252204	V68030155 ORANGE COUNTY HEALTH AGENCY	09/27/17		MW	0101-8150-0-5800-0000-8110-000	1,373.00
68	00252205	V68154157 PENDER, MAX	09/27/17		MW	0101-0002-0-5215-1140-1000-002	837.84
68	00252206	V68021466 PRO-ED	09/27/17		MW	0101-6500-0-4500-5750-3140-000	27.50
68	00252207	V68071499 PROGRESS PUBLICATIONS	09/27/17		MW	0101-0002-0-4500-0000-2700-061	827.52
68	00252208	V68155704 Pureland Supply LLC	09/27/17		MW	0101-8150-0-4500-0000-8110-000	1,469.00
68	00252209	V68152415 RICHARD LAPPIN	09/27/17		MW	0101-6512-0-5115-5750-3110-000	467.50
68	00252210	V68026328 RINCON TRUCK PARTS	09/27/17		MW	0101-0730-0-4600-1110-3600-000	3,253.14
68	00252211	V68079190 SANTA MARGARITA WATER	09/27/17		MW	0101-0000-0-5500-0000-8200-000	1,062.25
68	00252212	V68081031 SCOTT FORESMAN	09/27/17		MW	0101-6300-0-4140-1110-1000-000	2,347.20
68	00252213	V68104414 SHRED-IT USA LLC	09/27/17		MW	0101-0000-0-5800-0000-7540-000	588.15

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252214	V68084100 SO CA GAS CO	09/27/17		MW	0101-0000-0-5500-0000-8200-000	105.53
68	00252215	V68083846 SOUTH COAST AIR QUALITY MGMT	09/27/17		MW	0101-8150-0-5800-0000-8110-000	995.85
68	00252216	V68117716 SOUTH COAST ANSWERING SERVICE	09/27/17		MW	0101-8150-0-5800-0000-8110-000	191.79
68	00252217	V68149204 SOUTH COAST FIRE PROTECTION	09/27/17		MW	0101-0000-0-4500-0000-8210-000	1,482.33
68	00252218	V68146319 STORAGE CONTAINER.COM	09/27/17		MW	0101-0000-0-5605-0000-8210-000	825.00
68	00252219	V68152808 THE PEP BOYS-MANNY MOE JACK OF	09/27/17		MW	0101-0730-0-4600-1110-3600-000	176.41
68	00252220	V68149218 VEX ROBOTICS INC	09/27/17		MW	0101-0400-0-4300-1130-1000-086	1,692.14
68	00252221	V68019265 VISTA PAINT & WALLCOVERING	09/27/17		MW	0101-0000-0-4500-0000-8220-000	131.70
68	00252221	V68019265 VISTA PAINT & WALLCOVERING	09/27/17		MW	0101-8150-0-4500-0000-8110-000	1,127.21
68	00252222	V68110273 WATERLINES TECHNOLOGIES INC	09/27/17		MW	0101-8150-0-4500-0000-8110-000	7,425.81
68	00252223	V68098060 WESTERN PSYCHOLOGICAL SERVICES	09/27/17		MW	0101-0002-0-4200-0000-2700-085	345.88
68	00252224	V68104268 WOODRUFF SPRADLIN & SMART	09/27/17		MW	0101-0000-0-5820-0000-7400-000	52.92
68	00252240	V68154905 ADVANCED ENERGY PRODUCTS CORP	09/28/17		MW	0101-8150-0-4500-0000-8110-000	10,613.38
68	00252241	V68152532 ADVANTAGE WEST INVESTMENT	09/28/17		MW	0101-0000-0-4500-0000-8210-000	21,766.68
68	00252242	V68155760 ARC Alternatives	09/28/17		MW	0101-6230-0-6200-0000-8500-000	5,302.50
68	00252243	V68130535 CDW GOVERNMENT INC.	09/28/17		MW	0101-0000-0-9510-0000-0000-000	45.38
68	00252243	V68130535 CDW GOVERNMENT INC.	09/28/17		MW	0101-3010-0-4300-1110-1000-054	2,925.26
68	00252244	V68146378 CR&R INCORPORATED	09/28/17		MW	0101-0000-0-5500-0000-8200-000	42,015.59
68	00252245	V68145918 CREATIVE FORMS DESIGN INC	09/28/17		MW	0101-0000-0-9510-0000-0000-000	2,680.33
68	00252246	V68155886 Daniel, Nancy	09/28/17		MW	0101-0730-0-8675-0000-0000-000	575.00
68	00252247	V68116609 EAGLE	09/28/17		MW	0101-0000-0-9321-0000-0000-000	2,416.83
68	00252248	V68040147 MOBILE COMMUNICATION REPAIR	09/28/17		MW	0101-0002-0-4500-0000-2700-069	1,947.34
68	00252248	V68040147 MOBILE COMMUNICATION REPAIR	09/28/17		MW	0101-8150-0-5605-0000-8110-000	2,205.34
68	00252249	V68155646 Mohawk Commercial Inc	09/28/17		MW	0101-6387-0-5800-3800-1000-000	10,987.38
68	00252250	V68155887 Soliman, Samer	09/28/17		MW	0101-0730-0-8675-0000-0000-000	575.00
68	00252251	V68155888 Velazquez, Jose Guadalupe	09/28/17		MW	0101-0730-0-8675-0000-0000-000	600.00
68	00252258	V68122588 1ST JON	09/29/17		MW	0101-8150-0-5605-0000-8110-000	353.89
68	00252259	V68151551 A.C. LANDSCAPE INC.	09/29/17		MW	0101-0000-0-5605-0000-8220-000	422.62
68	00252260	V68154702 ALCALAY, TYLER	09/29/17		MW	0101-6500-0-5212-5750-1110-000	38.52
68	00252261	V68149684 ALTERNATIVE COMMUNICATIONS	09/29/17		MW	0101-6500-0-5810-5750-1190-000	780.00
68	00252262	V68148751 ALZAMORA, FERNANDO OR LUCERO	09/29/17		MW	0101-0724-0-5800-5001-3600-000	115.34
68	00252263	V68153811 ANDERSON CANIZALES, JULIE	09/29/17		MW	0101-0000-0-5213-0000-3140-000	51.90
68	00252264	V68147757 ANIMAL PEST MANAGEMENT SERVICE	09/29/17		MW	0101-0000-0-5605-0000-8220-000	4,135.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252265	V68153199 ARNAUD, CHELSEA	09/29/17		MW	0101-6500-0-5213-5750-3110-000	39.05
68	00252266	V68076299 BEACH CITIES GLASS INC	09/29/17		MW	0101-8150-0-4500-0000-8110-000	332.02
68	00252266	V68076299 BEACH CITIES GLASS INC	09/29/17		MW	0101-8150-0-5605-0000-8110-000	333.40
68	00252267	V68155781 BEAN, JEFFREY OR LINDSAY	09/29/17		MW	0101-0724-0-5800-5001-3600-000	1,667.00
68	00252268	V68155377 BEBEREIA, DANIEL OR ERIN	09/29/17		MW	0101-0724-0-5800-5001-3600-000	142.09
68	00252269	V68148544 BIOMEDICAL WASTE DISPOSAL	09/29/17		MW	0101-0000-0-5800-0000-8310-000	99.00
68	00252270	V68115554 BROWN, NANCY	09/29/17		MW	0101-0790-0-5213-4760-2100-000	39.59
68	00252271	V68146061 BUCKMAN, JENNIFER	09/29/17		MW	0101-3385-0-5212-5710-1110-000	28.89
68	00252271	V68146061 BUCKMAN, JENNIFER	09/29/17		MW	0101-3386-0-5212-5710-1110-000	19.26
68	00252272	V68146284 BUSWEST	09/29/17		MW	0101-0730-0-4600-1110-3600-000	1,760.81
68	00252273	V68141660 CAL-STATE AUTO PARTS INC	09/29/17		MW	0101-0724-0-4600-5001-3600-000	670.41
68	00252274	V68130535 CDW GOVERNMENT INC.	09/29/17		MW	0101-0002-0-4300-1140-1000-025	483.80
68	00252274	V68130535 CDW GOVERNMENT INC.	09/29/17		MW	0101-3311-0-4500-5001-2100-000	30.95
68	00252275	V68106764 CDWG Inc	09/29/17		MW	0101-0000-0-4500-0000-7700-000	1,879.13
68	00252275	V68106764 CDWG Inc	09/29/17		MW	0101-0002-0-4500-0000-2700-053	128.77
68	00252275	V68106764 CDWG Inc	09/29/17		MW	0101-0010-0-4405-0000-2100-000	412.88
68	00252275	V68106764 CDWG Inc	09/29/17		MW	0101-0400-0-4300-1130-1000-055	775.50
68	00252276	V68146234 CINTAS CORPORATION #640	09/29/17		MW	0101-0000-0-5605-0000-8210-000	176.40
68	00252276	V68146234 CINTAS CORPORATION #640	09/29/17		MW	0101-0000-0-5800-0000-8310-000	41.42
68	00252276	V68146234 CINTAS CORPORATION #640	09/29/17		MW	0101-0730-0-5800-1110-3600-000	255.14
68	00252276	V68146234 CINTAS CORPORATION #640	09/29/17		MW	0101-8150-0-5605-0000-8110-000	3,350.37
68	00252277	V68018870 CITY OF SAN CLEMENTE	09/29/17		MW	0101-0000-0-5500-0000-8200-000	6,915.02
68	00252278	V68018872 CITY OF SAN JUAN CAPISTRANO	09/29/17		MW	0101-0000-0-5500-0000-8200-000	4,144.15
68	00252279	V68019394 COASTAL BLUE	09/29/17		MW	0101-0000-0-4500-0000-7550-000	9.65
68	00252280	V68147693 COMPLETE OFFICE OF CA	09/29/17		MW	0101-3010-0-4500-0000-2100-000	5.92
68	00252281	V68116608 COMPREHENSIVE DRUG TESTING	09/29/17		MW	0101-0730-0-5800-1110-3600-000	112.89
68	00252281	V68116608 COMPREHENSIVE DRUG TESTING	09/29/17		MW	0101-0724-0-5800-5001-3600-000	263.41
68	00252282	V68027192 CONSOLIDATED ELECTRICAL DISTR	09/29/17		MW	0101-8150-0-4500-0000-8110-000	3,937.65
68	00252283	V68107617 COOLE SCHOOL	09/29/17		MW	0101-0400-0-4300-1140-1000-030	2,304.75
68	00252284	V68113980 CROSS, MELINDA	09/29/17		MW	0101-6510-0-5212-5710-1110-000	100.58
68	00252285	V68024000 CULVER-NEWLIN	09/29/17		MW	0101-6387-0-6400-3800-1000-025	22,032.40
68	00252286	V68152689 CURIEL, MICHELE	09/29/17		MW	0101-6500-0-5213-5750-3110-000	70.08
68	00252287	V68145501 CURLEY, JULIE	09/29/17		MW	0101-6500-0-5212-5750-1110-000	55.64

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252288	V68156135 DAVID, SARAH	09/29/17		MW	0101-0790-0-5213-4760-2100-000	35.84
68	00252289	V68026000 DENAULT S HARDWARE	09/29/17		MW	0101-0400-0-4300-1130-1000-055	336.78
68	00252290	V68026001 DENAULT S HARDWARE	09/29/17		MW	0101-0724-0-4600-5001-3600-000	56.73
68	00252291	V68026000 DENAULT S HARDWARE	09/29/17		MW	0101-0400-0-4300-1130-1000-055	347.66
68	00252292	V68026001 DENAULT S HARDWARE	09/29/17		MW	0101-8150-0-4500-0000-8110-000	34.75
68	00252293	V68148175 DESHAZER, ALEX OR DARCY	09/29/17		MW	0101-0724-0-5800-5001-3600-000	47.08
68	00252294	V68152616 DIXON, KAREN	09/29/17		MW	0101-0724-0-5800-5001-3600-000	18.83
68	00252295	V68152282 ELE, APRIL OR ROGER	09/29/17		MW	0101-0724-0-5800-5001-3600-000	17.12
68	00252296	V68120820 ENDER, PAMELA	09/29/17		MW	0101-6500-0-5213-5001-3120-000	15.52
68	00252297	V68156105 ENET Solutions Inc	09/29/17		MW	0101-0000-0-4500-0000-7700-000	22.00
68	00252298	V68141851 EPS	09/29/17		MW	0101-0002-0-4300-1140-1000-002	217.80
68	00252299	V68156130 ERSPAMER, KATIE	09/29/17		MW	0101-3315-0-5213-5730-3140-000	1.54
68	00252299	V68156130 ERSPAMER, KATIE	09/29/17		MW	0101-6500-0-5213-5750-3140-000	17.72
68	00252300	V68142827 FERREN, MATHEW & KATIE	09/29/17		MW	0101-0724-0-5800-5001-3600-000	99.29
68	00252301	V68145444 FINNSSON, JAMIE	09/29/17		MW	0101-6500-0-5212-5750-1130-000	61.53
68	00252302	V68151713 FLORIDA VIRTUAL SCHOOL	09/29/17		MW	0101-6300-0-5800-3300-1000-014	4,680.00
68	00252303	V68032960 FOAM N FABRICS INC	09/29/17		MW	0101-0730-0-4600-1110-3600-000	758.52
68	00252304	V68057042 FOLLETT EDUCATIONAL SERVICES	09/29/17		MW	0101-6300-0-4150-1140-1000-000	873.58
68	00252305	V68150691 FRONTLINE EDUCATION	09/29/17		MW	0101-0000-0-5800-0000-7400-000	26,680.50
68	00252306	V68148248 GALLEGO, MARINA	09/29/17		MW	0101-0790-0-5213-4760-2100-000	12.30
68	00252307	V68121876 GAU, MARY AND TERRY	09/29/17		MW	0101-0724-0-5800-5001-3600-000	39.59
68	00252308	V68153514 GEBAUER, GILLIAN	09/29/17		MW	0101-0000-0-5212-1140-1000-025	7.07
68	00252308	V68153514 GEBAUER, GILLIAN	09/29/17		MW	0101-0000-0-5212-3300-1000-014	4.70
68	00252309	V68035251 GLEN PRODUCTS	09/29/17		MW	0101-8150-0-4500-0000-8110-000	32,711.37
68	00252310	V68121976 GONG, PHOEBE	09/29/17		MW	0101-6500-0-5212-5750-1110-000	56.71
68	00252311	V68035735 GOPHER ATHLETIC	09/29/17		MW	0101-0400-0-4300-1130-1000-055	2,330.21
68	00252311	V68035735 GOPHER ATHLETIC	09/29/17		MW	0101-6500-0-4300-5770-1190-000	270.70
68	00252312	V68122306 HANRATTY-RAJA, JENNIPHER	09/29/17		MW	0101-3315-0-5213-5730-3140-000	1.58
68	00252312	V68122306 HANRATTY-RAJA, JENNIPHER	09/29/17		MW	0101-6500-0-5213-5750-3140-000	18.22
68	00252313	V68154018 HARRINGTON, JARED OR CANDICE	09/29/17		MW	0101-0724-0-5800-5001-3600-000	38.52
68	00252314	V68151434 HEALTH PLUS MEDICAL SUPPLIES	09/29/17		MW	0101-0000-0-9510-0000-0000-000	686.18
68	00252315	V68116999 HITT MARKING DEVICE	09/29/17		MW	0101-0002-0-4300-0000-2700-002	44.00
68	00252316	V68143106 HOUGHTON MIFFLIN HARCOURT	09/29/17		MW	0101-0000-0-4500-0000-3120-000	1,228.15

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252316	V68143106 HOUGHTON MIFFLIN HARCOURT	09/29/17		MW	0101-6500-0-4500-5001-3120-000	1,842.23
68	00252317	V68154526 IMAGE APPAREL FOR BUSINESS INC	09/29/17		MW	0101-0730-0-4500-1110-3600-000	3,084.73
68	00252317	V68154526 IMAGE APPAREL FOR BUSINESS INC	09/29/17		MW	0101-0724-0-4500-5001-3600-000	7,197.69
68	00252318	V68153485 IPEVO INC	09/29/17		MW	0101-0002-0-4300-1140-1000-024	853.70
68	00252319	V68153009 J&J ENVIRONMENTAL CONSTRUCTION	09/29/17		MW	0101-8150-0-5605-0000-8110-000	3,900.00
68	00252320	V68152685 KAPP, BRYAN OR LINDSAY	09/29/17		MW	0101-0724-0-5800-5001-3600-000	548.91
68	00252321	V68146878 KARPUS, DAVID AND MARY	09/29/17		MW	0101-6500-0-5802-5750-1180-000	240.52
68	00252322	V68062513 KELLY PAPER COMPANY	09/29/17		MW	0101-0000-0-4500-0000-7550-000	1,504.18
68	00252323	V68148739 KIMMELL, JULIE	09/29/17		MW	0101-6500-0-5212-5750-1110-000	69.55
68	00252324	V68047970 KNORR POOL SYSTEMS INC	09/29/17		MW	0101-8150-0-4500-0000-8110-000	706.91
68	00252324	V68047970 KNORR POOL SYSTEMS INC	09/29/17		MW	0101-8150-0-5605-0000-8110-000	381.60
68	00252325	V68156134 KO, CAROLINE	09/29/17		MW	0101-0790-0-5213-4760-2100-000	4.81
68	00252326	V68119526 KOPELSON, KATHLEEN	09/29/17		MW	0101-3315-0-5212-5730-1110-000	14.98
68	00252326	V68119526 KOPELSON, KATHLEEN	09/29/17		MW	0101-6500-0-5212-5750-1110-000	14.98
68	00252327	V68049480 LAKESHORE LEARNING MATERIALS	09/29/17		MW	0101-0002-0-4300-1130-1000-075	980.63
68	00252329	V68052878 LAWNMOWERS ETC	09/29/17		MW	0101-0000-0-5605-0000-8220-000	12,406.07
68	00252330	V68152346 LIEGLER, LAURA	09/29/17		MW	0101-0790-0-5213-4760-2100-000	11.23
68	00252331	V68154019 LOPEZ, GREGORY & MICHELLE	09/29/17		MW	0101-0724-0-5800-5001-3600-000	65.05
68	00252332	V68056440 MARDAN SCHOOL	09/29/17		MW	0101-6500-0-5102-5750-1180-000	210.00
68	00252332	V68056440 MARDAN SCHOOL	09/29/17		MW	0101-6500-0-5802-5750-1180-000	180.00
68	00252333	V68150984 MARINO, ANJULI	09/29/17		MW	0101-6500-0-5212-5750-1190-000	44.41
68	00252334	V68154370 MARTIN ZETTEL INC	09/29/17		MW	0101-8150-0-4500-0000-8110-000	6.14
68	00252335	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	09/29/17		MW	0101-0724-0-5800-5001-3600-000	59.92
68	00252336	V68156122 MASTON, LISA STUCKER OR BOBBY	09/29/17		MW	0101-0724-0-5800-5001-3600-000	227.69
68	00252337	V68149001 MATHIESEN, DAN OR TARA	09/29/17		MW	0101-0724-0-5800-5001-3600-000	106.14
68	00252338	V68118632 MATIENZO, NINA RIE	09/29/17		MW	0101-0000-0-5213-0000-3140-000	113.42
68	00252339	V68154091 MEIZHOU CHINESE	09/29/17		MW	0101-6300-0-4150-1140-1000-000	633.19
68	00252340	V68142582 MESA GOLF CARTS	09/29/17		MW	0101-0000-0-5605-0000-8210-000	1,667.95
68	00252341	V68061270 MOULTON NIGUEL WATER	09/29/17		MW	0101-0000-0-5500-0000-8200-000	5,768.30
68	00252342	V68153095 NAKANISHI, KAZUYAKI OR LEANNE	09/29/17		MW	0101-0724-0-5800-5001-3600-000	462.24
68	00252343	V68066589 OCEAN INSTITUTE	09/29/17		MW	0101-0400-0-5840-1130-1000-071	150.00
68	00252344	V68100369 OCEANVIEW SCHOOL	09/29/17		MW	0101-6500-0-5802-5750-1180-000	36,699.51
68	00252345	V68105525 ONE STOP BINDERY	09/29/17		MW	0101-0000-0-5800-0000-7550-000	1,616.00

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252346	V68123679 PACIFIC PLUMBING COMPANY OF	09/29/17		MW	0101-8150-0-5605-0000-8110-000	554.00
68	00252347	V68145389 PARKER, LAURA	09/29/17		MW	0101-6500-0-5212-5750-1110-000	68.48
68	00252348	V68068227 PARKHOUSE TIRE INC.	09/29/17		MW	0101-0724-0-4600-5001-3600-000	48.49
68	00252349	V68153896 PARSI, HOUPAND	09/29/17		MW	0101-0790-0-5213-4760-2100-000	29.42
68	00252350	V68105435 PEARSON EDUCATION INC	09/29/17		MW	0101-9280-0-4300-1110-1000-000	3,703.13
68	00252351	V68154839 PIPPEN, JOHN OR DOREEN	09/29/17		MW	0101-0724-0-5800-5001-3600-000	237.54
68	00252352	V68071227 PITSCO INC.	09/29/17		MW	0101-0400-0-4300-1140-1000-024	160.61
68	00252353	V68003860 PRAXAIR	09/29/17		MW	0101-8150-0-4500-0000-8110-000	138.74
68	00252354	V68071608 PRUDENTIAL OVERALL SUPPLY	09/29/17		MW	0101-0000-0-5800-0000-7550-000	65.72
68	00252355	V68155704 Pureland Supply LLC	09/29/17		MW	0101-8150-0-4500-0000-8110-000	370.00
68	00252356	V68147115 PYRAMID WIRE & CABLE INC.	09/29/17		MW	0101-8150-0-4500-0000-8110-000	530.91
68	00252357	V68074000 REEL LUMBER SERVICE	09/29/17		MW	0101-0002-0-4300-1140-1000-024	1,245.37
68	00252358	V68151361 REM INC - REVEL ENVIRONMENTAL	09/29/17		MW	0101-8150-0-5605-0000-8110-000	1,980.00
68	00252359	V68154144 ROMBERG, STEPHANIE	09/29/17		MW	0101-6500-0-5213-5750-2100-000	128.94
68	00252360	V68155119 RUSSOMANNO, ANTHONY	09/29/17		MW	0101-0790-0-5213-0000-3110-000	79.18
68	00252361	V68123515 SAFETY KLEEN CORP	09/29/17		MW	0101-0000-0-5800-0000-8310-000	531.78
68	00252362	V68078255 SAN DIEGO GAS & ELECTRIC	09/29/17		MW	0101-0000-0-5500-0000-8200-000	291,731.89
68	00252363	V68101222 SANTA MARGARITA FORD	09/29/17		MW	0101-0730-0-4600-1110-3600-000	972.87
68	00252364	V68118015 SCHOOL OUTFITTERS.COM	09/29/17		MW	0101-3311-0-4500-5001-2100-000	144.70
68	00252365	V68155938 SchoolMart	09/29/17		MW	0101-0002-0-4300-1140-1000-002	1,263.10
68	00252366	V68147036 SELECMAN, LANA	09/29/17		MW	0101-6500-0-5213-5770-3150-000	40.66
68	00252367	V68155662 SHARON, KEITH	09/29/17		MW	0101-0724-0-5800-5001-3600-000	101.00
68	00252368	V68111772 SIGMANET	09/29/17		MW	0101-0750-0-5800-1110-1000-000	5,240.80
68	00252369	V68023172 SIGNS BY CREATIONS UNLIMITED	09/29/17		MW	0101-8150-0-4500-0000-8110-000	381.27
68	00252370	V68152674 SITEONE LANDSCAPE SUPPLY	09/29/17		MW	0101-0000-0-4500-0000-8220-000	3,489.57
68	00252371	V68084100 SO CA GAS CO	09/29/17		MW	0101-0000-0-5500-0000-8200-000	6,386.23
68	00252372	V68121444 SOLARWINDS	09/29/17		MW	0101-0000-0-5800-0000-7700-000	1,000.00
68	00252373	V68152173 SOTO, MARTA EVELYN	09/29/17		MW	0101-0790-0-5213-4760-2100-000	22.47
68	00252374	V68150055 STAFFREHAB	09/29/17		MW	0101-6500-0-5801-5750-1130-000	1,512.50
68	00252375	V68154554 STALKER, CLINT OR GINA	09/29/17		MW	0101-0724-0-5800-5001-3600-000	122.83
68	00252376	V68999999 STATE BOARD OF EQUALIZATION	09/29/17		MW	0101-0000-0-5800-0000-8310-000	176.20
68	00252377	V68155064 STAYBERG, BRITTANY	09/29/17		MW	0101-6500-0-5212-5750-1110-000	74.90
68	00252378	V68146319 STORAGE CONTAINER.COM	09/29/17		MW	0101-0000-0-5605-0000-8210-000	82.50

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252379	V68155919 Sweet Evergreen	09/29/17		MW	0101-0002-0-4500-0000-2700-079	274.13
68	00252380	V68121007 TEXTBOOK WAREHOUSE	09/29/17		MW	0101-6300-0-4150-1140-1000-000	20,491.96
68	00252381	V68117757 THINKING MAPS INC	09/29/17		MW	0101-0400-0-4300-1130-1000-060	2,712.60
68	00252382	V68152756 TICE, RUTH	09/29/17		MW	0101-6500-0-5212-5750-1190-000	13.38
68	00252383	V68147300 TUTTLE CLICK FORD LINCOLN	09/29/17		MW	0101-8150-0-4500-0000-8230-000	2,863.89
68	00252384	V68067850 VERIZON WIRELESS	09/29/17		MW	0101-8150-0-5605-0000-8110-000	2,037.51
68	00252385	V68151316 VERTICAL TRANSPORT INC	09/29/17		MW	0101-8150-0-5605-0000-8110-000	3,234.91
68	00252386	V68150987 VILCEK, JULIE	09/29/17		MW	0101-6500-0-5212-5750-1190-000	137.50
68	00252387	V68019265 VISTA PAINT & WALLCOVERING	09/29/17		MW	0101-8150-0-4500-0000-8110-000	541.50
68	00252388	V68040766 WARDS NATURAL SCIENCE	09/29/17		MW	0101-0002-0-4300-1140-1000-005	1,927.16
68	00252388	V68040766 WARDS NATURAL SCIENCE	09/29/17		MW	0101-0002-0-4300-1140-1000-026	332.78
68	00252389	V68096332 WAXIE	09/29/17		MW	0101-0000-0-4500-0000-8210-000	297.94
68	00252390	V68015090 WESTERN GRAPHIX	09/29/17		MW	0101-8150-0-5605-0000-8110-000	1,074.34
68	00252391	V68098018 WESTERN ILLUMINATED PLASTIC	09/29/17		MW	0101-8150-0-4500-0000-8110-000	1,875.84
68	00252392	V68156129 WILSON, TAMMY	09/29/17		MW	0101-0000-0-5213-0000-7150-000	12.84
68	00252393	V68150730 YOUNG, JENNA	09/29/17		MW	0101-3315-0-5213-5730-3140-000	1.29
68	00252393	V68150730 YOUNG, JENNA	09/29/17		MW	0101-6500-0-5213-5750-3140-000	14.76
68	00252403	V68146310 BARBER & GONZALES CONSULTING	10/03/17		MW	0101-0000-0-5800-0000-7120-000	5,719.19
68	00252404	V68049767 BENS ASPHALT	10/03/17		MW	0101-8150-0-5605-0000-8110-000	39,008.00
68	00252405	V68123700 BSN SPORTS	10/03/17		MW	0101-1100-0-4300-1140-4200-003	12,500.01
68	00252406	V68119648 CAMPCO RECREATION	10/03/17		MW	0101-6010-0-5810-1110-1000-055	12,681.52
68	00252407	V68017386 CERTIFIED TRANSPORTATION SERVI	10/03/17		MW	0101-1100-0-5838-1140-4100-004	961.56
68	00252407	V68017386 CERTIFIED TRANSPORTATION SERVI	10/03/17		MW	0101-1100-0-5838-1140-4200-004	3,926.68
68	00252407	V68017386 CERTIFIED TRANSPORTATION SERVI	10/03/17		MW	0101-1100-0-5838-1140-4200-006	1,933.92
68	00252408	V68155656 Control Air Conditioning Servi	10/03/17		MW	0101-8150-0-5605-0000-8110-000	14,471.00
68	00252409	V68155118 DIESEL EMISSIONS SERVICE	10/03/17		MW	0101-0730-0-5800-1110-3600-000	5,298.52
68	00252409	V68155118 DIESEL EMISSIONS SERVICE	10/03/17		MW	0101-0724-0-5800-5001-3600-000	6,077.22
68	00252410	V68155689 Economou Law Group Inc	10/03/17		MW	0101-6500-0-5820-5750-2100-000	4,500.00
68	00252411	V68113310 EXECUTIVE ENVIRONMENTAL SVCS	10/03/17		MW	0101-8150-0-5800-0000-8110-000	2,237.79
68	00252412	V68153326 FORENSIC ANALYTICAL CONSULTING	10/03/17		MW	0101-8150-0-5800-0000-8110-000	2,870.00
68	00252413	V68154596 HANOVER RESEARCH COUNCIL	10/03/17		MW	0101-0010-0-5800-0000-2100-000	47,000.00
68	00252414	V68152626 HATCH & CESARIO ATTY S AT LAW	10/03/17		MW	0101-6500-0-5820-5001-2100-000	8,897.50
68	00252415	V68153590 LUX BUS AMERICA	10/03/17		MW	0101-0986-0-5838-0000-6000-003	1,400.00

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252415	V68153590 LUX BUS AMERICA	10/03/17		MW	0101-1100-0-5838-1140-4200-000	1,595.00
68	00252416	V68154268 MARINE AIR INC	10/03/17		MW	0101-8150-0-5605-0000-8110-000	5,517.18
68	00252417	V68145577 MC ILVAIN, PATRICK & STEPHANIE	10/03/17		MW	0101-0000-0-9510-0000-0000-000	2,337.00
68	00252418	V68112637 MIND RESEARCH INSTITUTE	10/03/17		MW	0101-0010-0-5800-1110-1000-000	7,180.00
68	00252419	V68110339 RENAISSANCE LEARNING	10/03/17		MW	0101-0000-0-5800-0000-7700-000	63,330.65
68	00252420	V68154322 S&K THEATRICAL DRAPERIES INC	10/03/17		MW	0101-8150-0-5605-0000-8110-000	2,075.42
68	00252420	V68154322 S&K THEATRICAL DRAPERIES INC	10/03/17		MW	0101-8150-0-5800-0000-8110-000	4,112.01
68	00252421	V68153408 SALLY EDWARDS	10/03/17		MW	0101-0000-0-9510-0000-0000-000	10,375.00
68	00252421	V68153408 SALLY EDWARDS	10/03/17		MW	0101-6500-0-5800-5750-3600-000	3,500.00
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0000-0-4500-0000-7180-000	298.56
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0000-0-4500-1180-2420-000	900.72
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0002-0-4500-0000-2700-006	402.80
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0002-0-4300-1130-1000-059	2,401.59
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0002-0-4300-1130-1000-063	1,785.28
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0002-0-4300-1140-1000-006	402.81
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0002-0-4300-1140-1000-026	1,336.99
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0002-0-4500-3300-2700-019	267.40
68	00252422	V68084770 SOUTHWEST SCHOOL SUPPLY	10/03/17		MW	0101-0002-0-4300-1130-1000-031	1,615.95
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0000-0-9321-0000-0000-000	195.02
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0000-0-4500-0000-3120-000	47.74
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0000-0-4500-0000-7180-000	21.74
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0000-0-4500-0000-7700-000	364.13
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0002-0-4500-1130-1000-054	23.06
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0002-0-4300-1130-1000-060	115.40
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0002-0-4200-1130-1000-061	0.13
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0002-0-4300-1140-1000-002	85.10
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0002-0-4300-1140-1000-022	74.31
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0002-0-4300-1140-1000-031	18.72
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0010-0-4300-1110-1000-000	4.64
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-4500-0000-2700-004	1.08
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-6400-0000-2700-027	378.59
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-4300-1130-1000-055	541.35
68	00252424	V68999999 STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-4300-1130-1000-060	115.38

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-4400-1130-1000-061	60.52
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-4300-1130-1000-086	127.87
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-4300-1130-1000-087	42.44
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0400-0-4300-1140-1000-030	178.62
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-0790-0-5216-0000-3110-000	6.59
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-1100-0-4300-1140-4200-002	264.37
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-3010-0-4400-3200-2422-018	63.40
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-3320-0-4500-5730-3140-000	9.53
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-3555-0-4300-3800-1000-005	260.75
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-6300-0-4300-1110-1000-000	0.48
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-6300-0-4150-1140-1000-000	1.11
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-6500-0-4405-5001-2700-000	80.01
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-6500-0-4500-5001-3120-000	71.61
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-6500-0-4500-5750-3140-000	1.94
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-8150-0-4500-0000-8110-000	196.38
68	00252424	STATE BOARD OF EQUALIZATION	10/03/17		MW	0101-8150-0-4500-0000-8230-000	32.32
68	00252425	TENLEY LERCH	10/03/17		MW	0101-0000-0-9510-0000-0000-000	3,075.00
68	00252426	UNITED REFRIGERATION	10/03/17		MW	0101-8150-0-4500-0000-8110-000	12,822.25
68	00252427	XEROX CORPORATION	10/03/17		MW	0101-0000-0-5600-0000-7550-000	25,336.52
68	00252427	XEROX CORPORATION	10/03/17		MW	0101-0000-0-5600-1110-1000-099	51,336.41
68	00252431	2NDGEAR LLC	10/04/17		MW	0101-0400-0-4400-1140-1000-025	231.67
68	00252432	A Z BUS SALES INC	10/04/17		MW	0101-0730-0-4600-1110-3600-000	2,050.28
68	00252433	Abel, Teresa	10/04/17		MW	0101-0004-0-4114-1180-1000-001	22.00
68	00252434	ACADEMIC THERAPY PUBL	10/04/17		MW	0101-6500-0-4500-5001-3150-000	474.10
68	00252435	ADVANTAGE WEST INVESTMENT	10/04/17		MW	0101-0000-0-4500-0000-8210-000	20,973.96
68	00252436	ALPHA SOUND AND LIGHTING	10/04/17		MW	0101-8150-0-4500-0000-8110-000	1,193.18
68	00252437	ALTERNATIVE COMMUNICATIONS	10/04/17		MW	0101-6500-0-5810-5750-1190-000	780.00
68	00252438	ANIMAL PEST MANAGEMENT SERVICE	10/04/17		MW	0101-0000-0-5605-0000-8220-000	245.00
68	00252439	Arroyo, Shirley	10/04/17		MW	0101-0004-0-4114-1180-1000-005	15.00
68	00252440	Avendano, Paulina	10/04/17		MW	0101-0004-0-4114-1180-1000-001	17.00
68	00252441	BARREIRA, KELLY	10/04/17		MW	0101-0002-0-4300-1130-1000-067	30.82
68	00252442	BEACH CITIES GLASS INC	10/04/17		MW	0101-8150-0-4500-0000-8110-000	968.17
68	00252443	BEEKMAN, MICHAEL	10/04/17		MW	0101-0000-0-4500-0000-3900-000	138.17

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252444	V68156163	Bennett, Rachel	10/04/17		MW	0101-0004-0-4114-1180-1000-005	69.00
68 00252445	V68049767	BENS ASPHALT	10/04/17		MW	0101-8150-0-5605-0000-8110-000	10,011.20
68 00252446	V68101433	BEST BEST & KRIEGER LLP	10/04/17		MW	0101-6500-0-5820-5001-2100-000	11,858.70
68 00252447	V68154658	BIG E GROUP, THE	10/04/17		MW	0101-8150-0-4500-0000-8110-000	263.84
68 00252448	V68155535	BONET, MARISOL	10/04/17		MW	0101-3010-0-4500-0000-2700-054	15.00
68 00252449	V68104991	BROOKS, TIM	10/04/17		MW	0101-0000-0-4500-0000-7400-000	39.16
68 00252450	V68156159	Buchan, Dave or Blair	10/04/17		MW	0101-0004-0-4114-1180-1000-003	15.00
68 00252451	V68155741	Bulk Office Supply	10/04/17		MW	0101-6300-0-4300-1140-1000-000	2,097.76
68 00252452	V68156158	Bush, Amy	10/04/17		MW	0101-0004-0-4114-1180-1000-021	73.00
68 00252453	V68014652	CAL STAGE & LIGHTING INC	10/04/17		MW	0101-8150-0-5605-0000-8110-000	328.75
68 00252454	V68118161	CAPISTRANO CONNECTIONS ACADEMY	10/04/17		MW	0101-0000-0-8096-0000-0000-205	1,843,887.00
68 00252455	V68035089	CASBO	10/04/17		MW	0101-0000-0-5216-0000-7300-000	255.00
68 00252456	V68156164	Catanzariti, Ronald/Renee	10/04/17		MW	0101-0004-0-4114-1180-1000-005	87.00
68 00252457	V68130535	CDW GOVERNMENT INC.	10/04/17		MW	0101-0400-0-4300-1130-1000-087	5,897.57
68 00252458	V68106764	CDWG Inc	10/04/17		MW	0101-0002-0-4500-0000-2700-059	122.77
68 00252459	V68123912	CENGAGE LEARNING	10/04/17		MW	0101-4203-0-4300-4760-1000-000	6,227.96
68 00252460	V68017386	CERTIFIED TRANSPORTATION SERVI	10/04/17		MW	0101-1100-0-5838-1140-4200-006	2,142.00
68 00252461	V68108311	CINTAS CORPORATION	10/04/17		MW	0101-8150-0-4500-0000-8110-000	400.62
68 00252462	V68018872	CITY OF SAN JUAN CAPISTRANO	10/04/17		MW	0101-0000-0-5500-0000-8200-000	8,999.02
68 00252463	V68019025	CLARK SECURITY PRODUCTS	10/04/17		MW	0101-8150-0-4500-0000-8110-000	1,597.29
68 00252464	V68155541	COLLEGE AND CAREER ADVANTAGE	10/04/17		MW	0101-0000-0-7283-6000-9200-000	159,000.00
68 00252465	V68146265	COMMUNITY ROOTS ACADEMY	10/04/17		MW	0101-0000-0-8096-0000-0000-206	304,525.00
68 00252466	V68147693	COMPLETE OFFICE OF CA	10/04/17		MW	0101-0000-0-4500-0000-7690-000	169.89
68 00252466	V68147693	COMPLETE OFFICE OF CA	10/04/17		MW	0101-0790-0-4500-4760-2100-000	274.93
68 00252466	V68147693	COMPLETE OFFICE OF CA	10/04/17		MW	0101-8150-0-4500-0000-8110-000	105.95
68 00252467	V68027192	CONSOLIDATED ELECTRICAL DISTR	10/04/17		MW	0101-8150-0-4500-0000-8110-000	2,732.97
68 00252468	V68079251	COUTS HEATING AND COOLING	10/04/17		MW	0101-8150-0-5605-0000-8110-000	15,511.76
68 00252469	V68112600	COX COMMUNICATIONS	10/04/17		MW	0101-0400-0-4300-1130-1000-055	117.30
68 00252470	V68108186	CROWLEY, HEIDI	10/04/17		MW	0101-0000-0-4500-0000-2100-000	27.50
68 00252471	V68155785	CSM International	10/04/17		MW	0101-0400-0-4500-0000-2700-079	120.50
68 00252472	V68147214	DANIELS TIRE SERVICE	10/04/17		MW	0101-0730-0-4600-1110-3600-000	1,306.57
68 00252473	V68026001	DENAULT S HARDWARE	10/04/17		MW	0101-8150-0-4500-0000-8110-000	147.56
68 00252474	V68154930	DOHENY PLUMBING	10/04/17		MW	0101-8150-0-5605-0000-8110-000	2,658.50

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252475	V68156124	DORN, MICHELE	10/04/17		MW	0101-3410-0-4300-5750-1190-000	55.00
68 00252476	V68028500	DUNN-EDWARDS CORP	10/04/17		MW	0101-8150-0-4500-0000-8110-000	2,263.82
68 00252477	V68009761	EBERHARD EQUIPMENT	10/04/17		MW	0101-0000-0-5605-0000-8220-000	3,019.16
68 00252478	V68106874	EDUCATIONAL DATA SYSTEMS	10/04/17		MW	0101-0790-0-4500-0000-2100-000	736.12
68 00252479	V68156138	Edwards, Justin	10/04/17		MW	0101-0004-0-4114-1180-1000-001	5.00
68 00252480	V68154409	EWING IRRIGATION PRODUCTS INC	10/04/17		MW	0101-0000-0-4500-0000-8220-000	1,191.15
68 00252481	V68032964	FLINN SCIENTIFIC INC	10/04/17		MW	0101-0002-0-4300-1140-1000-002	2,941.85
68 00252481	V68032964	FLINN SCIENTIFIC INC	10/04/17		MW	0101-0002-0-4300-1140-1000-005	828.73
68 00252482	V68073437	GANAHL LUMBER	10/04/17		MW	0101-8150-0-4500-0000-8110-000	3,612.81
68 00252483	V68156147	Glass, Lauren	10/04/17		MW	0101-0004-0-4200-1180-2420-001	18.00
68 00252484	V68156126	GOMEZ, BIANCA	10/04/17		MW	0101-0002-0-4500-0000-2700-002	7.22
68 00252485	V68156075	GRAHAM, TAMMIE	10/04/17		MW	0101-6264-0-5215-1110-1000-000	400.28
68 00252486	V68156137	Granados, Jean	10/04/17		MW	0101-0004-0-4114-1180-1000-001	5.00
68 00252487	V68156140	Hankin, Jayna	10/04/17		MW	0101-0004-0-4114-1180-1000-001	25.00
68 00252488	V68156148	Hardgrave, Camille	10/04/17		MW	0101-0004-0-4114-1180-1000-001	92.00
68 00252489	V68147116	HD SUPPLY FACILITIES	10/04/17		MW	0101-8150-0-4500-0000-8110-000	2,722.36
68 00252490	V68151531	HD SUPPLY CONSTRUCTION AND	10/04/17		MW	0101-0000-0-4500-0000-8220-000	746.08
68 00252490	V68151531	HD SUPPLY CONSTRUCTION AND	10/04/17		MW	0101-8150-0-4500-0000-8110-000	2,043.51
68 00252491	V68059154	HERITAGE SCHOOLS INC	10/04/17		MW	0101-6500-0-5803-5750-1180-000	71.75
68 00252492	V68154276	HERITAGE WINDOW COVERING	10/04/17		MW	0101-8150-0-5605-0000-8110-000	360.00
68 00252493	V68156144	Hernandez, Ismael	10/04/17		MW	0101-0004-0-4114-1180-1000-001	5.00
68 00252494	V68059250	HIRSCH PIPE & SUPPLY	10/04/17		MW	0101-8150-0-4500-0000-8110-000	2,263.26
68 00252495	V68156149	Holtby, Grayson	10/04/17		MW	0101-0004-0-4114-1180-1000-001	84.00
68 00252496	V68101178	HOME ECONOMICS EDUCATION	10/04/17		MW	0101-0000-0-9510-0000-0000-000	305.00
68 00252497	V68148925	IBREIGHITH, NEDA	10/04/17		MW	0101-0004-0-4200-1180-2420-052	15.20
68 00252498	V68114467	IMAGE 2000	10/04/17		MW	0101-0002-0-4500-0000-2700-025	630.34
68 00252499	V68153149	ISMAEL, AHMED MUSTAFA	10/04/17		MW	0101-0004-0-4114-1180-1000-001	87.00
68 00252500	V68153009	J&J ENVIRONMENTAL CONSTRUCTION	10/04/17		MW	0101-8150-0-5605-0000-8110-000	2,900.00
68 00252501	V68154746	JAMES AND GRETCHEN RADZWILL	10/04/17		MW	0101-6500-0-5800-5770-1190-000	925.00
68 00252502	V68144628	JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4100-001	1,283.75
68 00252502	V68144628	JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4100-002	395.00
68 00252502	V68144628	JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4100-004	454.25
68 00252502	V68144628	JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4100-005	790.00

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252502	V68144628 JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4100-006	513.50
68	00252502	V68144628 JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4200-001	395.00
68	00252502	V68144628 JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4200-003	454.25
68	00252502	V68144628 JFK TRANSPORTATION CO INC	10/04/17		MW	0101-1100-0-5838-1140-4200-005	1,066.50
68	00252502	V68144628 JFK TRANSPORTATION CO INC	10/04/17		MW	0101-0730-0-8699-0000-0000-000	829.50
68	00252503	V68146261 JOCHAM, SARA	10/04/17		MW	0101-0730-0-8675-0000-0000-000	400.00
68	00252504	V68046445 JOHNSTONE SUPPLY	10/04/17		MW	0101-8150-0-4500-0000-8110-000	11,030.54
68	00252505	V68105873 JOURNEY CHARTER SCHOOL	10/04/17		MW	0101-0000-0-8096-0000-0000-201	212,756.00
68	00252506	V68141203 KUBBA, DINA	10/04/17		MW	0101-0010-0-5215-1140-1000-002	940.14
68	00252507	V68100464 KUNZE-THIBEAU, LORI	10/04/17		MW	0101-6520-0-4300-5750-1190-000	19.89
68	00252508	V68156166 Lafond, Kim	10/04/17		MW	0101-0004-0-4200-1180-2420-071	17.00
68	00252509	V68141506 LIFE TRENDS GROUP TLTG INC	10/04/17		MW	0101-0002-0-4300-1140-1000-001	236.60
68	00252510	V68118980 LOCAL JANITORIAL & VACUUM	10/04/17		MW	0101-0000-0-4500-0000-8210-000	96.96
68	00252511	V68145274 LOPER-LEDDY, KAY	10/04/17		MW	0101-6520-0-4300-5750-1190-000	50.04
68	00252512	V68156094 MCELROY, JACQUELINE	10/04/17		MW	0101-3010-0-5800-1110-1000-000	150.33
68	00252513	V68156160 Medina, Moises or Isabel Ramir	10/04/17		MW	0101-0004-0-4114-1180-1000-003	88.00
68	00252514	V68144881 MERCURY DISPOSAL SYSTEM INC.	10/04/17		MW	0101-0000-0-5800-0000-8310-000	1,517.59
68	00252515	V68155933 Mindful Heart Connection	10/04/17		MW	0101-6264-0-5800-0000-2100-000	600.00
68	00252516	V68146993 MISSION AUTO SERVICE	10/04/17		MW	0101-8150-0-5605-0000-8230-000	732.42
68	00252517	V68156150 Morrison, Chase	10/04/17		MW	0101-0004-0-4200-1180-2420-001	18.00
68	00252518	V68061270 MOULTON NIGUEL WATER	10/04/17		MW	0101-0000-0-5500-0000-8200-000	10,336.66
68	00252519	V68062160 NASCO MODESTO A DIVISION OF	10/04/17		MW	0101-0002-0-4300-1140-1000-029	230.53
68	00252520	V68102359 NCS PEARSON	10/04/17		MW	0101-0000-0-4500-0000-3120-000	2,192.00
68	00252520	V68102359 NCS PEARSON	10/04/17		MW	0101-6500-0-4500-5001-3120-000	3,288.00
68	00252521	V68121862 NCS PEARSON INC.	10/04/17		MW	0101-0000-0-4500-0000-3120-000	4,283.13
68	00252521	V68121862 NCS PEARSON INC.	10/04/17		MW	0101-6500-0-4500-5001-3120-000	6,424.68
68	00252522	V68149897 O REILLY AUTO PARTS	10/04/17		MW	0101-8150-0-4500-0000-8230-000	236.79
68	00252523	V68145020 OCDE	10/04/17		MW	0101-0000-0-8096-0000-0000-000	97,894.00
68	00252524	V68154232 OCDE	10/04/17		MW	0101-0000-0-5216-0000-7400-000	111.12
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-0000-0-4500-0000-3900-000	47.45
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-0002-0-4500-0000-2700-025	260.52
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-0002-0-4300-1130-1000-058	115.96
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-0002-0-4300-1140-1000-001	131.23

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-0002-0-4400-1140-1000-004	348.28
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-0002-0-4300-1140-2700-004	16.47
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-3311-0-4500-5001-2100-000	25.56
68	00252525	V68028870 OFFICE DEPOT	10/04/17		MW	0101-6500-0-4500-5001-2100-000	176.42
68	00252526	V68156178 Olivera, Karen	10/04/17		MW	0101-0730-0-8675-0000-0000-000	502.50
68	00252527	V68113144 OPPORTUNITY FOR LEARNING	10/04/17		MW	0101-0000-0-8096-0000-0000-203	74,961.00
68	00252528	V68153868 ORANGE COUNTY ACADEMY OF	10/04/17		MW	0101-0000-0-8096-0000-0000-202	148,220.00
68	00252529	V68066570 ORANGE COUNTY DEPT OF EDUC	10/04/17		MW	0101-0000-0-5500-0000-8200-000	9,070.83
68	00252530	V68146264 OXFORD ACADEMY	10/04/17		MW	0101-0000-0-8096-0000-0000-204	370,550.00
68	00252531	V68156136 Palmer, Logan	10/04/17		MW	0101-0004-0-4114-1180-1000-001	10.00
68	00252532	V68144925 PARADIGM HEALTH CARE SERVICES	10/04/17		MW	0101-0442-0-5800-5001-2100-000	2,000.00
68	00252533	V68069674 PARENT INST QUALITY EDUC	10/04/17		MW	0101-3010-0-4300-0000-2495-082	5,800.00
68	00252534	V68149848 PC & MACEXCHANGE	10/04/17		MW	0101-0400-0-4300-1130-1000-055	1,050.56
68	00252534	V68149848 PC & MACEXCHANGE	10/04/17		MW	0101-0400-0-4400-1130-1000-073	1,050.56
68	00252534	V68149848 PC & MACEXCHANGE	10/04/17		MW	0101-0400-0-4400-1140-1000-005	1,050.56
68	00252535	V68105435 PEARSON EDUCATION INC	10/04/17		MW	0101-0002-0-4300-3300-1000-014	5,384.27
68	00252536	V68105435 PEARSON EDUCATION INC	10/04/17		MW	0101-6300-0-4150-1140-1000-000	136.12
68	00252537	V68156142 Perez, Brian	10/04/17		MW	0101-0004-0-4114-1180-1000-001	20.00
68	00252538	V68154724 PINNACLE PETROLEUM INC	10/04/17		MW	0101-0730-0-4600-1110-3600-000	9,799.69
68	00252538	V68154724 PINNACLE PETROLEUM INC	10/04/17		MW	0101-0724-0-4600-5001-3600-000	9,799.69
68	00252539	V68151607 PORTER BOILER SERVICE	10/04/17		MW	0101-8150-0-5605-0000-8110-000	705.00
68	00252540	V68156145 Portilla, Armando Acevedo	10/04/17		MW	0101-0004-0-4200-1180-2420-001	15.00
68	00252541	V68003860 PRAXAIR	10/04/17		MW	0101-8150-0-4500-0000-8110-000	1,788.82
68	00252542	V68021466 PRO-ED	10/04/17		MW	0101-0000-0-4500-0000-3120-000	88.00
68	00252542	V68021466 PRO-ED	10/04/17		MW	0101-6500-0-4500-5001-3120-000	132.00
68	00252543	V68071608 PRUDENTIAL OVERALL SUPPLY	10/04/17		MW	0101-0000-0-5800-0000-7550-000	65.72
68	00252544	V68156154 Puff, Kelly	10/04/17		MW	0101-0004-0-4114-1180-1000-001	69.00
68	00252545	V68155704 Pureland Supply LLC	10/04/17		MW	0101-8150-0-4500-0000-8110-000	850.50
68	00252546	V68156151 Ramirez, Logan	10/04/17		MW	0101-0004-0-4114-1180-1000-001	25.00
68	00252547	V68156102 Rawlins Piano Co Inc	10/04/17		MW	0101-8150-0-5605-0000-8110-000	600.00
68	00252548	V68149751 REPAIRZOOM	10/04/17		MW	0101-6500-0-5600-5750-1190-000	79.46
68	00252548	V68149751 REPAIRZOOM	10/04/17		MW	0101-6500-0-5600-5770-1190-000	79.46
68	00252549	V68156146 Riley, Cory	10/04/17		MW	0101-0004-0-4200-1180-2420-001	15.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252550	V68156157 Rodriguez, Alison	10/04/17		MW	0101-0004-0-4114-1180-1000-024	88.00
68	00252551	V68145500 RUSSELL SIGLER INC.	10/04/17		MW	0101-8150-0-4500-0000-8110-000	754.92
68	00252552	V68078255 SAN DIEGO GAS & ELECTRIC	10/04/17		MW	0101-0000-0-5500-0000-8200-000	168,328.42
68	00252553	V68079190 SANTA MARGARITA WATER	10/04/17		MW	0101-0000-0-5500-0000-8200-000	13,955.27
68	00252554	V68156141 Schlereth, Preston	10/04/17		MW	0101-0004-0-4200-1180-2420-001	15.00
68	00252555	V68079550 SCHOOL HEALTH CORPORATION	10/04/17		MW	0101-0000-0-4500-0000-8310-000	206.20
68	00252555	V68079550 SCHOOL HEALTH CORPORATION	10/04/17		MW	0101-0400-0-4500-0000-2700-055	225.40
68	00252556	V68081031 SCOTT FORESMAN	10/04/17		MW	0101-6300-0-4140-1110-1000-000	6,382.06
68	00252557	V68153530 SIMPSON IRVINE INC	10/04/17		MW	0101-0724-0-4600-5001-3600-000	590.31
68	00252557	V68153530 SIMPSON IRVINE INC	10/04/17		MW	0101-8150-0-4500-0000-8230-000	400.41
68	00252558	V68121765 SMITH, SARAH T.	10/04/17		MW	0101-3555-0-4300-3800-1000-018	187.44
68	00252559	V68084100 SO CA GAS CO	10/04/17		MW	0101-0000-0-5500-0000-8200-000	1,657.19
68	00252560	V68083880 SO COAST DISTRIBUTING CO	10/04/17		MW	0101-0000-0-4500-0000-8210-000	53.66
68	00252561	V68156152 Sotelo, Isaac	10/04/17		MW	0101-0004-0-4200-1180-2420-001	15.00
68	00252562	V68116610 SOUTH COAST FAMILY MEDI CENTER	10/04/17		MW	0101-0000-0-5800-0000-7400-000	525.00
68	00252563	V68143011 SOUTH COAST WATER DISTRICT	10/04/17		MW	0101-0000-0-5500-0000-8200-000	15,210.36
68	00252564	V68122718 SOUTHERN CALIFORNIA EDISON	10/04/17		MW	0101-0000-0-5500-0000-8200-000	63,726.51
68	00252565	V68084800 SPARKLETTS	10/04/17		MW	0101-0002-0-4500-0000-2700-052	14.56
68	00252565	V68084800 SPARKLETTS	10/04/17		MW	0101-0002-0-4300-1140-1000-005	8.20
68	00252565	V68084800 SPARKLETTS	10/04/17		MW	0101-0002-0-4500-3200-2700-018	14.28
68	00252565	V68084800 SPARKLETTS	10/04/17		MW	0101-0002-0-4500-3300-2700-019	53.51
68	00252565	V68084800 SPARKLETTS	10/04/17		MW	0101-0400-0-4500-5750-2700-049	32.56
68	00252565	V68084800 SPARKLETTS	10/04/17		MW	0101-3010-0-4500-3200-2700-000	14.28
68	00252565	V68084800 SPARKLETTS	10/04/17		MW	0101-6500-0-4500-5001-2700-000	162.08
68	00252566	V68050288 SPICERS PAPER CO	10/04/17		MW	0101-0000-0-9321-0000-0000-000	129.28
68	00252566	V68050288 SPICERS PAPER CO	10/04/17		MW	0101-0000-0-4500-0000-7550-000	732.59
68	00252567	V68120997 SPINART	10/04/17		MW	0101-0002-0-4300-1140-1000-025	324.65
68	00252568	V68116925 SPORTS FACILITIES GROUP INC	10/04/17		MW	0101-8150-0-5605-0000-8110-000	6,300.00
68	00252569	V68150055 STAFFREHAB	10/04/17		MW	0101-6500-0-5801-5750-1130-000	1,200.00
68	00252570	V68007162 STAPLES ADVANTAGE	10/04/17		MW	0101-0000-0-4500-0000-7300-000	109.88
68	00252570	V68007162 STAPLES ADVANTAGE	10/04/17		MW	0101-0000-0-4500-0000-7550-000	86.19
68	00252570	V68007162 STAPLES ADVANTAGE	10/04/17		MW	0101-0002-0-4300-1130-1000-058	1,198.18
68	00252571	V68156143 Sterkel, Kaeley	10/04/17		MW	0101-0004-0-4114-1180-1000-001	152.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252572	V68156073 SUDA, SHARI	10/04/17		MW	0101-6264-0-5215-1110-1000-000	75.00
68	00252573	V68065391 THE TOLL ROADS	10/04/17		MW	0101-0730-0-4500-1110-3600-000	300.00
68	00252573	V68065391 THE TOLL ROADS	10/04/17		MW	0101-0724-0-4500-5001-3600-000	700.00
68	00252574	V68103847 TIFCO INDUSTRIES	10/04/17		MW	0101-8150-0-4500-0000-8110-000	712.80
68	00252575	V68155615 Total Imaging Solutions LLC	10/04/17		MW	0101-0000-0-4405-0000-3900-000	7,974.34
68	00252576	V68156165 Tran, Hai	10/04/17		MW	0101-0004-0-4114-1180-1000-031	10.00
68	00252577	V68156180 Troyanker, Mariya	10/04/17		MW	0101-0730-0-8675-0000-0000-000	560.00
68	00252578	V68156179 Ubillus, Rosa Cristina	10/04/17		MW	0101-0730-0-8675-0000-0000-000	600.00
68	00252579	V68140060 WADA, LISA	10/04/17		MW	0101-0002-0-5216-0000-3116-005	67.52
68	00252580	V68101017 WAL MART L.N.	10/04/17		MW	0101-0002-0-4300-3300-1000-019	94.01
68	00252580	V68101017 WAL MART L.N.	10/04/17		MW	0101-3010-0-4500-3200-2700-000	63.97
68	00252581	V68106830 WAL MART S.C.	10/04/17		MW	0101-6500-0-4300-5750-1190-000	131.44
68	00252582	V68156153 Walker, Francis	10/04/17		MW	0101-0004-0-4114-1180-1000-001	5.00
68	00252583	V68146077 WEST COAST ARBORISTS INC.	10/04/17		MW	0101-0000-0-5605-0000-8220-000	5,973.00
68	00252584	V68035303 WESTERN ASSOC SCH & COL	10/04/17		MW	0101-0000-0-5300-1110-2100-006	970.00
68	00252585	V68156139 Wolf, Emily	10/04/17		MW	0101-0004-0-4200-1180-2420-001	20.00
68	00252586	V68120395 YOGI, STACY	10/04/17		MW	0101-0400-0-4500-8100-5000-013	222.76
68	00252587	V68151490 ZHENG, BIN	10/04/17		MW	0101-0730-0-8675-0000-0000-000	575.00
68	00252588	V68156181 Zulauf, Lesa	10/04/17		MW	0101-0730-0-8675-0000-0000-000	360.00
68	00252621	V68104979 AGUILERA, DANA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252622	V68152620 ALLAN, KRYSTAL	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252623	V68153471 AMERSON, GORDON	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252624	V68058875 ATKINSON ANDELSON LOYA	10/05/17		MW	0101-6500-0-5820-5001-2100-000	30,218.77
68	00252625	V68144744 BAERST, MARGARET	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252626	V68145454 BAKER, BRAD	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252627	V68119629 BEALES, TOM	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252628	V68101526 BECERRA, JESUS	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252629	V68102963 BEEKMAN, MICHAEL	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252630	V68012252 BENHAM, MICHELLE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252631	V68102180 BERTINI, CARRIE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252632	V68100194 BOGLE, ANTHONY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252633	V68073650 BOGLE, JILL O CONNELL	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252634	V68149505 BRENNAN, JILL	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252635	V68104991 BROOKS, TIM	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252636	V68114813 BUCKINGHAM, DIANN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252637	V68152833 BURRIS, RYAN K	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252638	V68057679 CAMPBELL, JACQUELINE L	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252639	V68106846 CARTER, CHRIS	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252640	V68152771 CARTER, RYAN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252641	V68150267 CHICAS, CARLOS	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252642	V68106740 CHRISTENSEN, DENI	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252643	V68148055 COLLINS, CLINT	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252644	V68155439 CONDON, WILLIAM J.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252645	V68153691 COURY, CRISTINA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252646	V68145288 DAGLEY, JEANA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252647	V68149737 DAVIS, JEREMY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252648	V68123529 DORE, JUDY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252649	V68072587 DOUGHERTY, JOLENE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252650	V68107323 DUARTE, GEORGE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252651	V68155878 Eric Hall & Associates LLC	10/05/17		MW	0101-0000-0-5800-0000-7530-000	4,945.18
68	00252652	V68101452 ERVAIS, MEG	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252653	V68149300 FISHER, CLARK	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252654	V68155440 FLOR, JOANA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252655	V68123048 FORNEY, JOHN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252656	V68149516 FOUCART, PAUL	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252657	V68053348 GARRETT, JENNIFER	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252658	V68067610 GEARY PACIFIC CORP	10/05/17		MW	0101-8150-0-4500-0000-8110-000	37,508.20
68	00252659	V68155441 GRABOWSKI, JEAN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252660	V68115911 HAUSER, GREG	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252661	V68155231 HERNANDEZ, ALEX	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252662	V68151687 HILL, JOSHUA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252663	V68155442 HILLEMAN, KRISTIN L.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252664	V68150259 HOFFACKER-HARVEY, HEIDI	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252665	V68121975 HOLLIDAY, SUSAN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252666	V68149276 HUNT, TROY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252667	V68154056 JONES, JEFF	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252668	V68155000 KLINKENBERG, ANDREW	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252669	V68109904 KRAUSE, MATTHEW	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252670	V68106902 KURTZ, SHELLY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252671	V68142446 LYON, LAURA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252672	V68115698 MAHINDRAKAR, MANOJ	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252673	V68055970 MAHONEY, DONALD	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252674	V68122675 MALFAVON, ALEX	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252675	V68156191 MANJARREZ-MATA, GERARDO	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252676	V68100450 MARTIN, JAYNE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252677	V68154844 MCCLURE, TRAVIS	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252678	V68021162 MCGANN, JOE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252679	V68155444 MCKANE, ROB W.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252680	V68155445 MCNAMARA, JAY J.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252681	V68111933 MCNAMARA, SEAN P	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252682	V68155236 MENDOZA, ADAM	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252683	V68153144 MERWIN, GREG	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252684	V68152998 MILLER, ROBERT	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252685	V68103080 MILLER, SANDRA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252686	V68153242 MISUSTIN, JOHN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252687	V68153341 MOCNIK, BILL	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252688	V68153148 MONTGOMERY, RICH	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252689	V68149531 MOORE, MICHELLE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252690	V68100217 MORRIS, FAITH	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252691	V68056614 NELSON, KRISTEN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252692	V68021378 NEW HAVEN YOUTH & FAMILY	10/05/17		MW	0101-6512-0-5101-5750-3110-000	18,522.58
68	00252693	V68153365 NORMAN, TED	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252694	V68155239 NOWAK, ALAN	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252695	V68112255 OKUMA, GARY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252696	V68141537 PATTERSON, DEBORAH	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252697	V68146477 PEDRAZA, JOSE LUIS	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252698	V68107725 PITZEN, SHARLA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252699	V68156192 PORTER, JOSHUA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68	00252700	V68119580 PORTILLO, CHRISTINA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00

CAPISTRANO USD

Consolidated Check Register w. Account

from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252701	V68152442	POSPICHAL, WENDY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252702	V68026245	PULE, SILVIA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252703	V68130146	QUALTIERE, DEBORAH	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252704	V68064576	REECE, TIM	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252705	V68155446	ROMO, PATRICIA J.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252706	V68154678	RUST, LYNH N.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252707	V68152132	RYAN JACKSON	10/05/17		MW	0101-6500-0-5800-5750-1190-000	2,350.00
68 00252708	V68149841	SAMPSON, CHERYL	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252709	V68149595	SAWYER, PAMELA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252710	V68122796	SCHAEFER, MELISSA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252711	V68156193	SHEARER, BRADLEY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252712	V68155447	SMITH, KENT D.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252713	V68153502	STEINERT, CYNDIE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252714	V68155448	STEVEER, NICK R.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252715	V68152573	STEWART, DAVID	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252716	V68155449	STILWAGNER, LISA C.	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252717	V68156190	SUZANNE, HECK	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252718	V68100520	TOWNSEND, PHILIPPA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252719	V68118407	VERNAZA, LARRY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252720	V68026732	VISCA, CURT	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252721	V68123255	WELLIKSON, JOSH	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252722	V68154455	WILLIAMS, VIVIENNE	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252723	V68112026	WISEMAN, HOLLY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252724	V68120395	YOGI, STACY	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252725	V68151132	YOUNG, SARA	10/05/17		MW	0101-0000-0-5900-0000-7601-099	105.00
68 00252727	V68024547	ACORN MEDIA	10/06/17		MW	0101-0400-0-4300-1130-1000-086	530.13
68 00252728	V68154853	ADAMS, ALISON	10/06/17		MW	0101-3315-0-5213-5730-3140-000	60.45
68 00252729	V68143967	ADAMSON, CORAL	10/06/17		MW	0101-3315-0-5212-5730-1110-000	112.35
68 00252729	V68143967	ADAMSON, CORAL	10/06/17		MW	0101-6500-0-5212-5750-1110-000	112.36
68 00252730	V68155902	Akradi, Soheila	10/06/17		MW	0101-0004-0-4114-1180-1000-006	97.00
68 00252731	V68155897	Baldasare, Michelle	10/06/17		MW	0101-0004-0-4114-1180-1000-006	20.00
68 00252732	V68155885	Bauman, Corey	10/06/17		MW	0101-0004-0-4114-1180-1000-006	61.00
68 00252733	V68107319	BAVCO	10/06/17		MW	0101-8150-0-4500-0000-8110-000	295.27

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252734	V68155954	Be Ready Earthquake And Surviv	10/06/17		MW	0101-0002-0-4500-0000-2700-054	70.04
68 00252735	V68101433	BEST BEST & KRIEGER LLP	10/06/17		MW	0101-6500-0-5820-5001-2100-000	1,136.20
68 00252736	V68142256	BIRKINSHAW, SANDY	10/06/17		MW	0101-3315-0-5212-5730-1110-000	10.43
68 00252736	V68142256	BIRKINSHAW, SANDY	10/06/17		MW	0101-6500-0-5212-5750-1110-000	10.44
68 00252737	V68123273	BLAIRS TOWING INC	10/06/17		MW	0101-0730-0-5800-1110-3600-000	400.00
68 00252738	V68120901	BLEIDISTEL, DEANNA	10/06/17		MW	0101-6264-0-5215-1110-1000-000	139.31
68 00252739	V68155892	Boatman, Maureen	10/06/17		MW	0101-0004-0-4114-1180-1000-006	16.00
68 00252740	V68155899	Boshman, Maria	10/06/17		MW	0101-0004-0-4114-1180-1000-006	14.00
68 00252741	V68155903	Bouzari, Samar	10/06/17		MW	0101-0004-0-4114-1180-1000-006	100.00
68 00252742	V68154936	BRITISH PERFORMANCE INC.	10/06/17		MW	0101-8150-0-5605-0000-8230-000	333.07
68 00252743	V68109351	BROWN, SUSAN	10/06/17		MW	0101-3315-0-5213-5730-3150-000	35.10
68 00252743	V68109351	BROWN, SUSAN	10/06/17		MW	0101-6510-0-5213-5710-3150-000	8.77
68 00252744	V68114809	BUTLER, SUSAN	10/06/17		MW	0101-0000-0-5212-1110-1000-000	31.03
68 00252744	V68114809	BUTLER, SUSAN	10/06/17		MW	0101-6500-0-5212-5750-1190-000	75.97
68 00252745	V68120390	CARDIN, PATTI	10/06/17		MW	0101-3315-0-5212-5730-1110-000	92.55
68 00252745	V68120390	CARDIN, PATTI	10/06/17		MW	0101-6500-0-5212-5750-1110-000	92.56
68 00252746	V68108311	CINTAS CORPORATION	10/06/17		MW	0101-8150-0-4500-0000-8110-000	557.39
68 00252747	V68146234	CINTAS CORPORATION #640	10/06/17		MW	0101-0000-0-5605-0000-8210-000	58.80
68 00252747	V68146234	CINTAS CORPORATION #640	10/06/17		MW	0101-0730-0-5800-1110-3600-000	510.28
68 00252747	V68146234	CINTAS CORPORATION #640	10/06/17		MW	0101-8150-0-4500-0000-8110-000	226.47
68 00252747	V68146234	CINTAS CORPORATION #640	10/06/17		MW	0101-8150-0-5605-0000-8110-000	626.58
68 00252748	V68152660	COLLINS MUFFLER AND HITCH CO	10/06/17		MW	0101-0724-0-5605-5001-3600-000	477.13
68 00252749	V68148595	CONTEMPORARY SERVICES CORP.	10/06/17		MW	0101-0986-0-5800-0000-6000-002	1,038.75
68 00252750	V68140610	COX, ASHLEIGH	10/06/17		MW	0101-3315-0-5212-5730-1110-000	79.18
68 00252750	V68140610	COX, ASHLEIGH	10/06/17		MW	0101-6500-0-5212-5750-1110-000	79.18
68 00252751	V68108186	CROWLEY, HEIDI	10/06/17		MW	0101-0000-0-5213-0000-2100-000	191.01
68 00252752	V68023880	CROWN VALLEY TRANSMISSION	10/06/17		MW	0101-0724-0-5605-5001-3600-000	3,308.50
68 00252753	V68026001	DENAULT S HARDWARE	10/06/17		MW	0101-0724-0-4600-5001-3600-000	211.06
68 00252754	V68101073	DENAULT S TRUE VALUE HARDWARE	10/06/17		MW	0101-0002-0-4300-1140-1000-024	217.52
68 00252755	V68153348	DINSMOOR, JOY	10/06/17		MW	0101-3315-0-5212-5730-1110-000	21.67
68 00252755	V68153348	DINSMOOR, JOY	10/06/17		MW	0101-6500-0-5212-5750-1110-000	21.67
68 00252756	V68155896	Donello, Jill	10/06/17		MW	0101-0004-0-4114-1180-1000-006	13.00
68 00252757	V68116368	FARRAND PT, RAMONA	10/06/17		MW	0101-3386-0-5213-5710-3140-000	24.52

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252757	V68116368	FARRAND PT, RAMONA	10/06/17		MW	0101-6500-0-5213-5750-3140-000	72.31
68 00252758	V68118205	FASTENAL	10/06/17		MW	0101-0730-0-4600-1110-3600-000	111.65
68 00252759	V68150202	FOLLETT SCHOOL SOLUTIONS INC	10/06/17		MW	0101-3010-0-4300-1110-1000-000	501.81
68 00252760	V68123010	FRIEDLANDER, DOROTHY	10/06/17		MW	0101-3315-0-5212-5730-1110-000	27.28
68 00252760	V68123010	FRIEDLANDER, DOROTHY	10/06/17		MW	0101-6500-0-5212-5750-1110-000	27.29
68 00252761	V68155906	Garvey, Tisha	10/06/17		MW	0101-0004-0-4114-1180-1000-006	21.00
68 00252762	V68153514	GEBAUER, GILLIAN	10/06/17		MW	0101-0000-0-5212-1140-1000-025	14.14
68 00252762	V68153514	GEBAUER, GILLIAN	10/06/17		MW	0101-0000-0-5212-3300-1000-014	9.40
68 00252763	V68035335	GOLDEN RULE BINDERY	10/06/17		MW	0101-6300-0-4140-1110-1000-000	615.10
68 00252763	V68035335	GOLDEN RULE BINDERY	10/06/17		MW	0101-6300-0-4150-1140-1000-000	9,090.81
68 00252764	V68112996	GOODWILL INDUSTRIES OF ORANGE	10/06/17		MW	0101-6500-0-5110-5750-1130-000	412.50
68 00252765	V68155904	Griffin, Yvonne	10/06/17		MW	0101-0004-0-4114-1180-1000-006	84.00
68 00252766	V68144892	GUINAN, ELLEN	10/06/17		MW	0101-6500-0-5213-5001-3150-000	47.62
68 00252767	V68156201	HASSETT, JASMINE	10/06/17		MW	0101-6264-0-5215-1110-1000-000	720.25
68 00252768	V68059250	HIRSCH PIPE & SUPPLY	10/06/17		MW	0101-8150-0-4500-0000-8110-000	663.50
68 00252769	V68155905	Humphrey, Laura	10/06/17		MW	0101-0004-0-4114-1180-1000-006	15.00
68 00252770	V68114467	IMAGE 2000	10/06/17		MW	0101-0002-0-4300-1130-1000-061	665.63
68 00252771	V68120118	IMSLAND, TRACEY	10/06/17		MW	0101-0000-0-5213-0000-3120-000	9.84
68 00252771	V68120118	IMSLAND, TRACEY	10/06/17		MW	0101-3315-0-5213-5730-3120-000	9.84
68 00252771	V68120118	IMSLAND, TRACEY	10/06/17		MW	0101-6510-0-5213-5710-3120-000	4.93
68 00252772	V68044032	INTERSTATE BATTERIES	10/06/17		MW	0101-0730-0-4600-1110-3600-000	677.84
68 00252773	V68155907	Kader, Connie	10/06/17		MW	0101-0004-0-4114-1180-1000-004	94.00
68 00252774	V68100891	KERINS, TRACY	10/06/17		MW	0101-3386-0-5212-5710-1190-000	2.14
68 00252774	V68100891	KERINS, TRACY	10/06/17		MW	0101-6500-0-5213-5001-3150-000	1.08
68 00252774	V68100891	KERINS, TRACY	10/06/17		MW	0101-6500-0-5212-5750-1190-000	1.33
68 00252774	V68100891	KERINS, TRACY	10/06/17		MW	0101-6500-0-5212-5770-1190-000	0.80
68 00252775	V68119526	KOPELSON, KATHLEEN	10/06/17		MW	0101-3315-0-5212-5730-1110-000	42.53
68 00252775	V68119526	KOPELSON, KATHLEEN	10/06/17		MW	0101-6500-0-5212-5750-1110-000	42.54
68 00252776	V68155908	Kusano-Mosher, Nicole	10/06/17		MW	0101-0004-0-4114-1180-1000-006	15.00
68 00252777	V68111383	LAIDLEY, JOANIE	10/06/17		MW	0101-3315-0-5212-5730-1110-000	48.30
68 00252777	V68111383	LAIDLEY, JOANIE	10/06/17		MW	0101-6500-0-5212-5750-1110-000	48.31
68 00252778	V68049480	LAKESHORE LEARNING MATERIALS	10/06/17		MW	0101-0002-0-4300-1130-1000-079	232.65
68 00252778	V68049480	LAKESHORE LEARNING MATERIALS	10/06/17		MW	0101-0400-0-4300-1130-1000-071	490.31

CAPISTRANO USD

Consolidated Check Register w. Account

from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252779	V68104580 LAWSON PRODUCTS INC	10/06/17		MW	0101-0730-0-4600-1110-3600-000	212.66
68	00252780	V68108708 LEWIS, SHARON A.	10/06/17		MW	0101-3315-0-5212-5730-1110-000	85.86
68	00252780	V68108708 LEWIS, SHARON A.	10/06/17		MW	0101-6500-0-5212-5750-1110-000	85.87
68	00252781	V68118980 LOCAL JANITORIAL & VACUUM	10/06/17		MW	0101-0000-0-4500-0000-8210-000	413.17
68	00252782	V68155891 Maldonado, Isabel	10/06/17		MW	0101-0004-0-4114-1180-1000-006	81.00
68	00252783	V68156195 Manseau-Sauceda, James Steven	10/06/17		MW	0101-0000-0-8699-0000-0000-000	185.44
68	00252784	V68115369 MONTELONGO, ISELA	10/06/17		MW	0101-0000-0-5213-0000-7300-000	24.61
68	00252785	V68146862 MORRIS, LINDSEY	10/06/17		MW	0101-3315-0-5213-5730-3140-000	0.77
68	00252785	V68146862 MORRIS, LINDSEY	10/06/17		MW	0101-6500-0-5213-5750-3140-000	8.86
68	00252786	V68119010 MURPHY, MARISSA	10/06/17		MW	0101-3315-0-5212-5730-1110-000	27.82
68	00252786	V68119010 MURPHY, MARISSA	10/06/17		MW	0101-6500-0-5212-5750-1110-000	27.83
68	00252787	V68155898 Murr, Janet	10/06/17		MW	0101-0004-0-4114-1180-1000-006	144.00
68	00252788	V68154401 NETH, JESSICA	10/06/17		MW	0101-3410-0-5212-5750-1190-000	105.93
68	00252789	V68154389 NEUMILLER, ALIA	10/06/17		MW	0101-0790-0-5213-4760-2100-000	283.55
68	00252790	V68100369 OCEANVIEW SCHOOL	10/06/17		MW	0101-6500-0-5802-5750-1180-000	2,118.00
68	00252791	V68155909 Olson, Jayson	10/06/17		MW	0101-0000-0-4500-0000-7700-000	18.99
68	00252792	V68148042 ORGILL, JANELL	10/06/17		MW	0101-3315-0-5212-5730-1110-000	55.91
68	00252792	V68148042 ORGILL, JANELL	10/06/17		MW	0101-6500-0-5212-5750-1110-000	55.91
68	00252793	V68152589 PAI, FERRIS	10/06/17		MW	0101-3315-0-5213-5730-3140-000	2.69
68	00252793	V68152589 PAI, FERRIS	10/06/17		MW	0101-3386-0-5213-5710-3140-000	3.37
68	00252793	V68152589 PAI, FERRIS	10/06/17		MW	0101-6500-0-5213-5750-3140-000	27.64
68	00252794	V68156199 PAK, MUN	10/06/17		MW	0101-0790-0-5213-4760-2100-000	287.83
68	00252795	V68146381 PATTERSON, DEBBIE	10/06/17		MW	0101-6500-0-5213-5001-3150-000	23.33
68	00252795	V68146381 PATTERSON, DEBBIE	10/06/17		MW	0101-6500-0-5212-5750-1190-000	9.33
68	00252795	V68146381 PATTERSON, DEBBIE	10/06/17		MW	0101-6500-0-5212-5770-1190-000	25.66
68	00252796	V68155893 Penna, Natalie	10/06/17		MW	0101-0004-0-4114-1180-1000-006	84.00
68	00252797	V68155884 Quilantan, Maria	10/06/17		MW	0101-0004-0-4114-1180-1000-006	40.00
68	00252798	V68155900 Quiroa, Gabriela	10/06/17		MW	0101-0004-0-4114-1180-1000-006	20.00
68	00252799	V68156198 RANDLE, JESSICA	10/06/17		MW	0101-6500-0-5213-5001-3150-000	6.86
68	00252799	V68156198 RANDLE, JESSICA	10/06/17		MW	0101-6500-0-5212-5750-1190-000	2.73
68	00252799	V68156198 RANDLE, JESSICA	10/06/17		MW	0101-6500-0-5212-5770-1190-000	7.53
68	00252800	V68118595 RASHIDI, AKRAM KIM	10/06/17		MW	0101-3315-0-5212-5730-1110-000	42.45
68	00252800	V68118595 RASHIDI, AKRAM KIM	10/06/17		MW	0101-6500-0-5212-5750-1110-000	42.45

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252801	V68156197 RITNER, MEREDITH	10/06/17		MW	0101-0000-0-5213-0000-7700-000	47.08
68	00252802	V68156106 Robotics Education & Competiti	10/06/17		MW	0101-0400-0-4300-1130-1000-087	150.00
68	00252803	V68155895 Sakach, Tiffany	10/06/17		MW	0101-0004-0-4114-1180-1000-006	16.00
68	00252804	V68156202 SEPE, CHRISTINA	10/06/17		MW	0101-0000-0-9510-0000-0000-000	163.07
68	00252805	V68146945 SIELING, TARA	10/06/17		MW	0101-0000-0-5213-0000-3120-000	18.19
68	00252805	V68146945 SIELING, TARA	10/06/17		MW	0101-3315-0-5213-5730-3120-000	18.19
68	00252805	V68146945 SIELING, TARA	10/06/17		MW	0101-6510-0-5213-5710-3120-000	9.09
68	00252806	V68145533 SMITH, ANNE	10/06/17		MW	0101-3315-0-5212-5730-1110-000	11.23
68	00252806	V68145533 SMITH, ANNE	10/06/17		MW	0101-6500-0-5212-5750-1110-000	11.24
68	00252807	V68155883 Stanley, Dawn	10/06/17		MW	0101-0400-0-4500-0000-2700-004	14.94
68	00252808	V68155901 Strother, Karen	10/06/17		MW	0101-0004-0-4114-1180-1000-006	100.00
68	00252809	V68155894 Sweeney, Sean	10/06/17		MW	0101-0004-0-4114-1180-1000-006	20.00
68	00252810	V68115461 TALILI, MAILUMAI	10/06/17		MW	0101-3410-0-5212-5750-1190-000	96.30
68	00252811	V68153526 TORY AND AMY SIRKIN	10/06/17		MW	0101-0000-0-9510-0000-0000-000	39,521.30
68	00252812	V68119630 TUNULI, JESSICA	10/06/17		MW	0101-3315-0-5212-5730-1110-000	106.73
68	00252812	V68119630 TUNULI, JESSICA	10/06/17		MW	0101-6500-0-5212-5750-1110-000	106.73
68	00252813	V68147868 US BANK	10/06/17		MW	0101-0000-0-9517-0000-0000-000	9,785.81
68	00252814	V68154670 WILLIAMS, JOHN	10/06/17		MW	0101-6500-0-5213-5750-1190-000	64.20
68	00252815	V68156129 WILSON, TAMMY	10/06/17		MW	0101-0000-0-5213-0000-7150-000	12.84
68	00252816	V68118596 WOLFSON, DONNA	10/06/17		MW	0101-3315-0-5212-5730-1110-000	25.94
68	00252816	V68118596 WOLFSON, DONNA	10/06/17		MW	0101-6500-0-5212-5750-1110-000	25.95
68	00252817	V68148471 WOLFSON, MEGHAN	10/06/17		MW	0101-3315-0-5212-5730-1110-000	65.81
68	00252817	V68148471 WOLFSON, MEGHAN	10/06/17		MW	0101-6500-0-5212-5750-1110-000	65.81
68	00252818	V68149675 WRAY, ALLISON	10/06/17		MW	0101-6500-0-5213-5750-3140-000	47.08
68	00252819	V68153812 YOUNT, CHRISTINE	10/06/17		MW	0101-3315-0-5213-5730-3140-000	17.63
68	00252819	V68153812 YOUNT, CHRISTINE	10/06/17		MW	0101-6500-0-5213-5750-3140-000	202.78
68	00252830	V68152532 ADVANTAGE WEST INVESTMENT	10/09/17		MW	0101-0000-0-4500-0000-8210-000	12,560.27
68	00252831	V68148844 BACKSEAT DRIVER & ASSOC INC	10/09/17		MW	0101-0010-0-5800-1110-1000-000	5,496.00
68	00252832	V68123426 CONTRACT PAPER GROUP INC.	10/09/17		MW	0101-0000-0-9321-0000-0000-000	15,076.40
68	00252833	V68026640 DIGITAL NETWORKS GROUP INC	10/09/17		MW	0101-6387-0-5800-3800-1000-000	77,822.30
68	00252834	V68116957 PALI MOUNTAIN INSTITUTE	10/09/17		MW	0101-0400-0-5840-1130-1000-087	1,500.00
68	00252835	V68122835 PAUL, PUJA AND AMARDEEP	10/09/17		MW	0101-6500-0-5800-5750-1190-000	3,015.00
68	00252836	V68155551 SOLACIUM NEW HAVEN LLC	10/09/17		MW	0101-6500-0-5803-5750-1180-000	4,116.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252836	V68155551 SOLACIUM NEW HAVEN LLC	10/09/17		MW	0101-6512-0-5104-5750-1180-000	2,387.00
68	00252836	V68155551 SOLACIUM NEW HAVEN LLC	10/09/17		MW	0101-6512-0-5104-5750-3120-000	9,362.00
68	00252837	V68100982 TANAKA FARMS LLC	10/09/17		MW	0101-0400-0-5840-1130-1000-061	1,960.00
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0000-0-9321-0000-0000-000	23,037.16
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0000-0-4500-0000-7150-000	317.84
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0000-0-4500-0000-7400-000	85.45
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0000-0-4500-0000-7700-000	110.16
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4500-0000-2700-006	954.34
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4500-0000-2700-023	167.17
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-050	598.62
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-052	2,732.51
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-056	1,349.30
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-059	15.61
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-060	745.85
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-061	-23.65
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-063	400.75
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-064	200.07
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-068	488.39
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-069	1,274.09
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-071	1,743.61
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-072	1,717.83
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-073	2,605.03
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-074	1,074.19
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-075	984.31
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-076	2,174.15
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-078	2,925.33
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-079	789.38
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-080	1,957.46
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-082	5,145.85
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-083	266.09
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-084	4,159.00
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-085	6,000.18
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-086	3,592.93

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1130-1000-088	1,293.13
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1140-1000-006	954.34
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1140-1000-021	2,902.19
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1140-1000-023	710.99
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1140-1000-024	131.76
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1140-1000-026	3,621.60
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1140-1000-028	1,419.28
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0002-0-4300-1140-1000-030	845.24
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0400-0-4300-1130-1000-055	425.74
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-0400-0-4300-1130-1000-087	4,970.64
68	00252840	V68084770 SOUTHWEST SCHOOL SUPPLY	10/10/17		MW	0101-3010-0-4300-1110-1000-021	1,024.31
68	00252841	V68099210 XEROX CORPORATION	10/10/17		MW	0101-0000-0-5600-1110-1000-099	110,086.46
68	00252842	V68150700 ZONAR	10/10/17		MW	0101-0501-0-6405-0000-3600-000	123,768.38
68	00252843	V68152143 1 800 RADIATOR & AC	10/11/17		MW	0101-0730-0-5605-1110-3600-000	850.14
68	00252844	V68152495 4WALL LOS ANGELES INC	10/11/17		MW	0101-8150-0-5605-0000-8110-000	871.31
68	00252845	V68001018 A Z BUS SALES INC	10/11/17		MW	0101-0730-0-4600-1110-3600-000	2,639.70
68	00252846	V68145645 ALISO NIGUEL AUTO CARE	10/11/17		MW	0101-0724-0-5605-5001-3600-000	210.49
68	00252846	V68145645 ALISO NIGUEL AUTO CARE	10/11/17		MW	0101-8150-0-5605-0000-8230-000	481.12
68	00252847	V68076299 BEACH CITIES GLASS INC	10/11/17		MW	0101-8150-0-4500-0000-8110-000	92.40
68	00252848	V68104815 BIO CORPORATION	10/11/17		MW	0101-0002-0-4300-1140-1000-006	653.15
68	00252849	V68110763 BRAIN POP LLC	10/11/17		MW	0101-0002-0-4300-1140-1000-025	1,795.00
68	00252850	V68156200 BUCKMAN, KAREN	10/11/17		MW	0101-0002-0-4500-0000-2700-002	26.94
68	00252851	V68146284 BUSWEST	10/11/17		MW	0101-0730-0-4600-1110-3600-000	7,870.92
68	00252852	V68141660 CAL-STATE AUTO PARTS INC	10/11/17		MW	0101-0724-0-4600-5001-3600-000	1,197.42
68	00252853	V68114965 CARD INTEGRATORS CORP DBA	10/11/17		MW	0101-0730-0-4600-1110-3600-000	490.93
68	00252853	V68114965 CARD INTEGRATORS CORP DBA	10/11/17		MW	0101-0724-0-4600-5001-3600-000	210.40
68	00252854	V68130535 CDW GOVERNMENT INC.	10/11/17		MW	0101-0002-0-4300-1140-1000-022	47.45
68	00252854	V68130535 CDW GOVERNMENT INC.	10/11/17		MW	0101-0010-0-4405-0000-2100-000	1,367.62
68	00252854	V68130535 CDW GOVERNMENT INC.	10/11/17		MW	0101-0010-0-4500-0000-8310-000	219.77
68	00252854	V68130535 CDW GOVERNMENT INC.	10/11/17		MW	0101-0400-0-4300-1130-1000-063	8,070.85
68	00252854	V68130535 CDW GOVERNMENT INC.	10/11/17		MW	0101-3311-0-4500-5001-2100-000	20.63
68	00252855	V68106764 CDWG Inc	10/11/17		MW	0101-0000-0-4500-0000-7700-000	2,428.52
68	00252855	V68106764 CDWG Inc	10/11/17		MW	0101-0010-0-4405-0000-2100-000	1,367.62

CAPISTRANO USD

Consolidated Check Register w. Account

from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252856	V68154063 CHUTUK, JULIE	10/11/17		MW	0101-3010-0-5216-0000-3110-082	248.37
68	00252857	V68018872 CITY OF SAN JUAN CAPISTRANO	10/11/17		MW	0101-0000-0-5500-0000-8200-000	3,937.11
68	00252858	V68147693 COMPLETE OFFICE OF CA	10/11/17		MW	0101-0000-0-4500-0000-7300-000	16.69
68	00252858	V68147693 COMPLETE OFFICE OF CA	10/11/17		MW	0101-0000-0-4500-0000-7340-000	16.69
68	00252858	V68147693 COMPLETE OFFICE OF CA	10/11/17		MW	0101-0790-0-4500-4760-2100-000	1,779.93
68	00252858	V68147693 COMPLETE OFFICE OF CA	10/11/17		MW	0101-6264-0-4500-1110-2100-000	255.49
68	00252859	V68150469 COMPREHENSIVE COLLEGE PREP INC	10/11/17		MW	0101-4510-0-5810-1110-1000-000	315.00
68	00252860	V68027192 CONSOLIDATED ELECTRICAL DISTR	10/11/17		MW	0101-8150-0-4500-0000-8110-000	1,739.41
68	00252861	V68001404 COSTCO S.J.C.	10/11/17		MW	0101-0400-0-4300-1140-1000-001	30.96
68	00252862	V68112600 COX COMMUNICATIONS	10/11/17		MW	0101-0400-0-4300-1130-1000-055	100.23
68	00252863	V68024000 CULVER-NEWLIN	10/11/17		MW	0101-6387-0-6400-3800-1000-030	17,613.38
68	00252863	V68024000 CULVER-NEWLIN	10/11/17		MW	0101-6387-0-6400-3800-1000-029	4,816.43
68	00252863	V68024000 CULVER-NEWLIN	10/11/17		MW	0101-6387-0-6400-3800-1000-023	7,892.90
68	00252863	V68024000 CULVER-NEWLIN	10/11/17		MW	0101-6387-0-6400-3800-1000-021	3,076.48
68	00252864	V68155770 Duds by Dudes	10/11/17		MW	0101-0400-0-4500-0000-2700-025	1,275.76
68	00252865	V68028760 EMC PARADIGM PUBLISHING	10/11/17		MW	0101-6387-0-4300-3800-1000-001	10,858.03
68	00252866	V68156218 Farrell, Marilyn A	10/11/17		MW	0101-0000-0-8699-0000-0000-000	984.06
68	00252867	V68155629 Ferguson Enterprises Inc	10/11/17		MW	0101-8150-0-4500-0000-8110-000	4,366.24
68	00252868	V68057042 FOLLETT EDUCATIONAL SERVICES	10/11/17		MW	0101-0002-0-4300-1140-1000-001	51.61
68	00252869	V68150202 FOLLETT SCHOOL SOLUTIONS INC	10/11/17		MW	0101-0004-0-4114-1180-1000-001	397.60
68	00252870	V68156219 Friedrichs, Kyle M	10/11/17		MW	0101-0000-0-8699-0000-0000-000	882.62
68	00252871	V68051854 GILBERT & STEARNS INC	10/11/17		MW	0101-8150-0-5605-0000-8110-000	608.44
68	00252872	V68151513 HERMAN, JAMES	10/11/17		MW	0101-0000-0-8699-0000-0000-000	369.40
68	00252873	V68059250 HIRSCH PIPE & SUPPLY	10/11/17		MW	0101-8150-0-4500-0000-8110-000	59.74
68	00252874	V68046445 JOHNSTONE SUPPLY	10/11/17		MW	0101-8150-0-4500-0000-8110-000	5,720.64
68	00252875	V68146483 KOCE-TV FOUNDATION	10/11/17		MW	0101-0000-0-5800-0000-7700-000	60,596.55
68	00252876	V68140602 LEARNING A-Z	10/11/17		MW	0101-3010-0-4300-1110-1000-059	2,889.15
68	00252877	V68146993 MISSION AUTO SERVICE	10/11/17		MW	0101-0724-0-5605-5001-3600-000	1,874.06
68	00252878	V68153242 MISUSTIN, JOHN	10/11/17		MW	0101-0400-0-5800-1140-1000-002	224.51
68	00252879	V68040147 MOBILE COMMUNICATION REPAIR	10/11/17		MW	0101-0002-0-4500-0000-2700-069	-215.50
68	00252879	V68040147 MOBILE COMMUNICATION REPAIR	10/11/17		MW	0101-0002-0-4300-1140-1000-022	42.02
68	00252879	V68040147 MOBILE COMMUNICATION REPAIR	10/11/17		MW	0101-0724-0-5605-5001-3600-000	982.98
68	00252879	V68040147 MOBILE COMMUNICATION REPAIR	10/11/17		MW	0101-8150-0-5605-0000-8110-000	200.58

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252880	V68149776 MOORE, BETH	10/11/17		MW	0101-6500-0-5815-5001-3140-000	375.00
68	00252880	V68149776 MOORE, BETH	10/11/17		MW	0101-6500-0-5810-5750-1190-000	825.00
68	00252881	V68151148 MORGAN, JOHN	10/11/17		MW	0101-0000-0-4500-0000-7700-000	162.57
68	00252882	V68061270 MOULTON NIGUEL WATER	10/11/17		MW	0101-0000-0-5500-0000-8200-000	19,571.96
68	00252883	V68100369 OCEANVIEW SCHOOL	10/11/17		MW	0101-6500-0-5802-5750-1180-000	24,847.27
68	00252884	V68028870 OFFICE DEPOT	10/11/17		MW	0101-0000-0-4500-1140-2700-014	32.64
68	00252884	V68028870 OFFICE DEPOT	10/11/17		MW	0101-0002-0-4300-1140-1000-001	1,085.76
68	00252884	V68028870 OFFICE DEPOT	10/11/17		MW	0101-0002-0-4400-1140-1000-004	133.75
68	00252884	V68028870 OFFICE DEPOT	10/11/17		MW	0101-6500-0-4500-5001-2100-000	170.29
68	00252885	V68066625 ORANGE COUNTY TANK TESTING	10/11/17		MW	0101-8150-0-5800-0000-8230-000	1,985.00
68	00252886	V68078709 P A THOMPSON ENGINEERING CO	10/11/17		MW	0101-8150-0-5605-0000-8110-000	310.00
68	00252887	V68144925 PARADIGM HEALTH CARE SERVICES	10/11/17		MW	0101-0442-0-5800-5001-2100-000	1,000.00
68	00252888	V68068227 PARKHOUSE TIRE INC.	10/11/17		MW	0101-0724-0-4600-5001-3600-000	3,880.99
68	00252889	V68156217 Pine, Jennifer L	10/11/17		MW	0101-0000-0-8699-0000-0000-000	602.64
68	00252890	V68154724 PINNACLE PETROLEUM INC	10/11/17		MW	0101-0724-0-4600-5001-3600-000	8,328.57
68	00252890	V68154724 PINNACLE PETROLEUM INC	10/11/17		MW	0101-8150-0-4500-0000-8230-000	8,328.57
68	00252891	V68147095 PRINT & FINISHING SOLUTIONS	10/11/17		MW	0101-0000-0-4500-0000-7550-000	473.51
68	00252892	V68021466 PRO-ED	10/11/17		MW	0101-6500-0-4500-5750-3140-000	467.50
68	00252893	V68071586 PROVIDENCE SPEECH AND	10/11/17		MW	0101-6500-0-5101-5750-3150-000	550.00
68	00252894	V68071950 QUALITY TOWING	10/11/17		MW	0101-0724-0-5800-5001-3600-000	197.00
68	00252894	V68071950 QUALITY TOWING	10/11/17		MW	0101-8150-0-5800-0000-8230-000	47.00
68	00252895	V68026328 RINCON TRUCK PARTS	10/11/17		MW	0101-0730-0-4600-1110-3600-000	4,940.33
68	00252896	V68078255 SAN DIEGO GAS & ELECTRIC	10/11/17		MW	0101-0000-0-5500-0000-8200-000	325,739.53
68	00252897	V68101222 SANTA MARGARITA FORD	10/11/17		MW	0101-0730-0-4600-1110-3600-000	221.94
68	00252898	V68079190 SANTA MARGARITA WATER	10/11/17		MW	0101-0000-0-5500-0000-8200-000	12,120.70
68	00252899	V68153530 SIMPSON IRVINE INC	10/11/17		MW	0101-0724-0-5605-5001-3600-000	1,074.07
68	00252899	V68153530 SIMPSON IRVINE INC	10/11/17		MW	0101-8150-0-4500-0000-8230-000	289.01
68	00252900	V68112866 SMARDAN SUPPLY COMPANY	10/11/17		MW	0101-8150-0-4500-0000-8110-000	2,127.30
68	00252901	V68117671 SNOWDEN, MARYBETH (SAMMIE)	10/11/17		MW	0101-6520-0-4300-5750-1190-000	181.63
68	00252902	V68084100 SO CA GAS CO	10/11/17		MW	0101-0000-0-5500-0000-8200-000	2,740.55
68	00252903	V68155161 SOBOLESKI, AMANDA	10/11/17		MW	0101-0002-0-4500-0000-2700-027	133.81
68	00252904	V68122718 SOUTHERN CALIFORNIA EDISON	10/11/17		MW	0101-0000-0-5500-0000-8200-000	95,479.08
68	00252905	V68150055 STAFFREHAB	10/11/17		MW	0101-6500-0-5801-5750-1130-000	1,512.50

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252906	V68155448 STEVER, NICK R.	10/11/17		MW	0101-0400-0-4500-0000-2700-027	88.00
68	00252907	V68063693 STEWART AND ASSOC INC	10/11/17		MW	0101-0000-0-5605-0000-8220-000	1,646.70
68	00252908	V68151174 STOTZ EQUIPMENT	10/11/17		MW	0101-0000-0-5605-0000-8220-000	3,393.70
68	00252909	V68152808 THE PEP BOYS-MANNY MOE JACK OF	10/11/17		MW	0101-0730-0-4600-1110-3600-000	54.77
68	00252909	V68152808 THE PEP BOYS-MANNY MOE JACK OF	10/11/17		MW	0101-0724-0-4600-5001-3600-000	979.44
68	00252910	V68110273 WATERLINES TECHNOLOGIES INC	10/11/17		MW	0101-8150-0-4500-0000-8110-000	5,423.10
68	00252911	V68151401 WATSON, CHARLA	10/11/17		MW	0101-0000-0-8699-0000-0000-000	1,234.18
68	00252912	V68146077 WEST COAST ARBORISTS INC.	10/11/17		MW	0101-0000-0-5605-0000-8220-000	295.00
68	00252913	V68155618 Woodworker's Supply Inc	10/11/17		MW	0101-0400-0-4300-1140-1000-024	248.81
68	00252914	V68099210 XEROX CORPORATION	10/11/17		MW	0101-0000-0-5600-0000-7550-000	25,336.52
68	00252914	V68099210 XEROX CORPORATION	10/11/17		MW	0101-0000-0-5600-1110-1000-099	161,445.81
68	00252937	V68058875 ATKINSON ANDELSON LOYA	10/12/17		MW	0101-0000-0-5820-0000-2100-000	6,601.16
68	00252937	V68058875 ATKINSON ANDELSON LOYA	10/12/17		MW	0101-0000-0-5820-0000-7110-000	7,820.60
68	00252937	V68058875 ATKINSON ANDELSON LOYA	10/12/17		MW	0101-0000-0-5820-0000-7400-000	22,236.77
68	00252937	V68058875 ATKINSON ANDELSON LOYA	10/12/17		MW	0101-0000-0-5820-0000-7690-000	11,768.75
68	00252938	V68155142 ECE4AUTISM	10/12/17		MW	0101-6500-0-5802-5750-1180-000	8,800.00
68	00252939	V68152626 HATCH & CESARIO ATTY S AT LAW	10/12/17		MW	0101-0000-0-9510-0000-0000-000	9,060.84
68	00252940	V68154767 JACQUELINE KAY LUGO	10/12/17		MW	0101-6512-0-5115-5750-3110-000	2,770.00
68	00252941	V68147372 LEISURE CARE REFERRAL AGENCY	10/12/17		MW	0101-0000-0-5800-0000-3140-000	5,180.00
68	00252942	V68152544 LEVERAGE LEARNING GROUP INC	10/12/17		MW	0101-6264-0-5800-0000-2100-000	24,200.00
68	00252943	V68154079 LEXIA LEARNING SYSTEMS LLC	10/12/17		MW	0101-0400-0-5800-1130-1000-064	7,650.00
68	00252944	V68123679 PACIFIC PLUMBING COMPANY OF	10/12/17		MW	0101-0400-0-5605-0000-8110-005	4,268.00
68	00252944	V68123679 PACIFIC PLUMBING COMPANY OF	10/12/17		MW	0101-0400-0-5605-0000-8110-069	3,948.40
68	00252944	V68123679 PACIFIC PLUMBING COMPANY OF	10/12/17		MW	0101-8150-0-5605-0000-8110-000	671.00
68	00252945	V68152049 PROJECT DIMENSIONS	10/12/17		MW	0101-0000-0-5605-0000-7690-000	6,570.00
68	00252945	V68152049 PROJECT DIMENSIONS	10/12/17		MW	0101-0000-0-5810-0000-7690-000	2,250.00
68	00252946	V68104710 YMCA OF ORANGE COUNTY	10/12/17		MW	0101-0000-0-8650-0000-0000-202	3,177.60
68	00252946	V68104710 YMCA OF ORANGE COUNTY	10/12/17		MW	0101-0000-0-8650-0000-0000-204	1,200.00
68	00252951	V68110692 ACETEC SECURITY SYSTEMS	10/13/17		MW	0101-8150-0-5800-0000-8110-000	6,948.00
68	00252952	V68152532 ADVANTAGE WEST INVESTMENT	10/13/17		MW	0101-0000-0-4500-0000-8210-000	4,398.09
68	00252953	V68156238 ANGELILLO, NICHOLAS OR SARA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	246.53
68	00252954	V68148589 ARKEE, SHEILA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	316.72
68	00252955	V68154051 ARTURO J ADDEMAN	10/13/17		MW	0101-0002-0-4500-1140-1000-023	3,332.19

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252956	V68154826 BACILY, RIAD	10/13/17		MW	0101-0724-0-5800-5001-3600-000	183.19
68	00252957	V68112417 BADEN SPORTS INC	10/13/17		MW	0101-0002-0-4300-1130-1000-086	1,076.75
68	00252958	V68112155 BARCODESINC	10/13/17		MW	0101-0002-0-4500-0000-2700-006	49.46
68	00252959	V68155377 BEBEREIA, DANIEL OR ERIN	10/13/17		MW	0101-0724-0-5800-5001-3600-000	355.24
68	00252960	V68049767 BENS ASPHALT	10/13/17		MW	0101-0000-0-9510-0000-0000-000	11,643.00
68	00252961	V68104815 BIO CORPORATION	10/13/17		MW	0101-6300-0-4300-1140-1000-000	445.97
68	00252962	V68101187 BIO-RAD LABORATORIES	10/13/17		MW	0101-0002-0-4300-1140-1000-006	1,308.53
68	00252963	V68148030 BOUCLY, CHRISTOPHER & DAWNIEL	10/13/17		MW	0101-0724-0-5800-5001-3600-000	48.80
68	00252964	V68156228 Burnett, Jeena	10/13/17		MW	0101-0004-0-4114-1180-1000-029	12.00
68	00252965	V68145221 CALIFORNIA WEEKLY EXPLORER INC	10/13/17		MW	0101-0400-0-5800-1130-1000-068	910.00
68	00252966	V68143176 CAMCOR INC	10/13/17		MW	0101-0400-0-4300-1130-1000-086	77.00
68	00252967	V68146065 CAPISTRANO SEWING & VACUUM CO	10/13/17		MW	0101-0002-0-4300-1140-1000-029	19.26
68	00252968	V68016950 CAROLINA BIOLOGICAL SUPP	10/13/17		MW	0101-0002-0-4300-1140-1000-006	406.95
68	00252969	V68156221 Castro, Edgar	10/13/17		MW	0101-0004-0-4114-1180-1000-001	10.00
68	00252970	V68130535 CDW GOVERNMENT INC.	10/13/17		MW	0101-0002-0-4500-0000-2700-002	406.27
68	00252971	V68130535 CDW GOVERNMENT INC.	10/13/17		MW	0101-3010-0-5800-1110-1000-079	752.00
68	00252972	V68106764 CDWG Inc	10/13/17		MW	0101-0002-0-4500-0000-2700-006	438.34
68	00252972	V68106764 CDWG Inc	10/13/17		MW	0101-3010-0-4300-1110-1000-061	20,171.49
68	00252972	V68106764 CDWG Inc	10/13/17		MW	0101-3010-0-4300-1110-1000-079	7,826.28
68	00252973	V68106764 CDWG Inc	10/13/17		MW	0101-3010-0-5800-1110-1000-061	470.00
68	00252974	V68019025 CLARK SECURITY PRODUCTS	10/13/17		MW	0101-8150-0-4500-0000-8110-000	1,197.40
68	00252975	V68027192 CONSOLIDATED ELECTRICAL DISTR	10/13/17		MW	0101-8150-0-4500-0000-8110-000	35.26
68	00252976	V68149629 COON, MATTHEW/ERIKA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	239.68
68	00252977	V68155983 DE DIEGO, JOSLIN	10/13/17		MW	0101-0000-0-9510-0000-0000-000	435.00
68	00252978	V68026001 DENAULT S HARDWARE	10/13/17		MW	0101-8150-0-4500-0000-8110-000	37.70
68	00252979	V68148175 DESHAZER, ALEX OR DARCY	10/13/17		MW	0101-0724-0-5800-5001-3600-000	111.82
68	00252980	V68153934 DISAIA, STACY	10/13/17		MW	0101-0004-0-4114-1180-1000-029	20.00
68	00252981	V68028500 DUNN-EDWARDS CORP	10/13/17		MW	0101-8150-0-4500-0000-8110-000	492.94
68	00252982	V68154409 EWING IRRIGATION PRODUCTS INC	10/13/17		MW	0101-0000-0-4500-0000-8220-000	921.00
68	00252983	V68140352 FAGEN FRIEDMAN FULFROST LLP	10/13/17		MW	0101-0999-0-5820-0000-7200-000	39.06
68	00252984	V68155629 Ferguson Enterprises Inc	10/13/17		MW	0101-8150-0-4500-0000-8110-000	691.39
68	00252985	V68156230 Flynn, Dylan	10/13/17		MW	0101-0004-0-4114-1180-1000-029	84.00
68	00252986	V68073437 GANAHL LUMBER	10/13/17		MW	0101-8150-0-4500-0000-8110-000	2,077.61

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252987	V68148749 GARRINGER, RODNEY OR SARA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	42.80
68	00252988	V68067610 GEARY PACIFIC CORP	10/13/17		MW	0101-8150-0-4500-0000-8110-000	264.88
68	00252989	V68151483 GUDIPATI, SRINIVAS	10/13/17		MW	0101-0724-0-5800-5001-3600-000	174.63
68	00252990	V68147116 HD SUPPLY FACILITIES	10/13/17		MW	0101-8150-0-4500-0000-8110-000	453.60
68	00252991	V68038828 HEATING & COOLING SUPPLY	10/13/17		MW	0101-8150-0-5605-0000-8110-000	7,075.92
68	00252992	V68059250 HIRSCH PIPE & SUPPLY	10/13/17		MW	0101-8150-0-4500-0000-8110-000	3,694.07
68	00252993	V68144432 HYLTON, CHRIS AND/OR HERMINIA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	143.81
68	00252994	V68154526 IMAGE APPAREL FOR BUSINESS INC	10/13/17		MW	0101-0730-0-4500-1110-3600-000	73.71
68	00252994	V68154526 IMAGE APPAREL FOR BUSINESS INC	10/13/17		MW	0101-0724-0-4500-5001-3600-000	171.99
68	00252995	V68044032 INTERSTATE BATTERIES	10/13/17		MW	0101-0730-0-4600-1110-3600-000	1,554.96
68	00252996	V68046445 JOHNSTONE SUPPLY	10/13/17		MW	0101-8150-0-4500-0000-8110-000	3,851.10
68	00252997	V68155669 Junior Library Guild	10/13/17		MW	0101-0004-0-4114-1180-1000-021	460.63
68	00252998	V68156222 Justesen, Jake	10/13/17		MW	0101-0004-0-4114-1180-1000-001	22.00
68	00252999	V68152685 KAPP, BRYAN OR LINDSAY	10/13/17		MW	0101-0724-0-5800-5001-3600-000	447.26
68	00253000	V68156226 Kouche, Belinda	10/13/17		MW	0101-0004-0-4114-1180-1000-029	7.00
68	00253001	V68148505 LAHAM, SAM	10/13/17		MW	0101-0724-0-5800-5001-3600-000	78.76
68	00253002	V68144737 LEVENDOSKI, RICHARD AND/OR LEA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	171.20
68	00253003	V68154079 LEXIA LEARNING SYSTEMS LLC	10/13/17		MW	0101-3010-0-5800-1110-1000-021	2,500.00
68	00253004	V68007534 LIBERTY FLAGS	10/13/17		MW	0101-0002-0-4500-0000-2700-006	112.02
68	00253005	V68118980 LOCAL JANITORIAL & VACUUM	10/13/17		MW	0101-0000-0-4500-0000-8210-000	468.49
68	00253006	V68153791 LURATI, EDWARD AND ANGELICA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	524.31
68	00253007	V68121733 MACNAMARA, DANIEL OR ALICIA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	372.36
68	00253008	V68154696 MARDER, JEFF	10/13/17		MW	0101-0724-0-5800-5001-3600-000	299.60
68	00253009	V68154370 MARTIN ZETTEL INC	10/13/17		MW	0101-8150-0-4500-0000-8110-000	608.59
68	00253010	V68154949 MAZZINI, VICTOR OR YADIRA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	71.91
68	00253011	V68105874 MEDCO SUPPLY MASUNE &	10/13/17		MW	0101-1100-0-4300-1140-4200-006	2,778.36
68	00253012	V68154076 MEHLING, MICHAEL OR HOLLY	10/13/17		MW	0101-0724-0-5800-5001-3600-000	575.24
68	00253013	V68142582 MESA GOLF CARTS	10/13/17		MW	0101-0000-0-5605-0000-8210-000	1,488.54
68	00253014	V68151320 MOBYMAX LLC	10/13/17		MW	0101-0010-0-5800-1110-1000-000	891.00
68	00253015	V68156223 Morales, Fatima	10/13/17		MW	0101-0004-0-4114-1180-1000-001	22.00
68	00253016	V68153095 NAKANISHI, KAZUYAKI OR LEANNE	10/13/17		MW	0101-0724-0-5800-5001-3600-000	291.04
68	00253017	V68149897 O REILLY AUTO PARTS	10/13/17		MW	0101-7220-0-4300-1140-1000-003	416.72
68	00253017	V68149897 O REILLY AUTO PARTS	10/13/17		MW	0101-8150-0-4500-0000-8230-000	474.07

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253018	V68147435 OLIVE CREST ACADEMY CANAL ELEM	10/13/17		MW	0101-6500-0-5102-5750-1180-000	100.00
68	00253019	V68116411 ORANGE COUNTY REGISTER	10/13/17		MW	0101-0000-0-5800-0000-7530-000	959.40
68	00253020	V68111205 ORANGE COUNTY REGISTER	10/13/17		MW	0101-0000-0-5800-0000-8500-000	605.28
68	00253021	V68156227 Petrisevac, Richard	10/13/17		MW	0101-0004-0-4114-1180-1000-029	73.00
68	00253022	V68156128 PMD Consulting Inc	10/13/17		MW	0101-3010-0-5800-1110-1000-021	11,000.00
68	00253023	V68147115 PYRAMID WIRE & CABLE INC.	10/13/17		MW	0101-8150-0-4500-0000-8110-000	4,412.94
68	00253024	V68145976 QUENGA, JOSEPH OR TRACY	10/13/17		MW	0101-0724-0-5800-5001-3600-000	1,073.86
68	00253025	V68152592 RAMIREZ, JOSE	10/13/17		MW	0101-0724-0-5800-5001-3600-000	449.40
68	00253026	V68155209 REILLE, WENDI	10/13/17		MW	0101-0724-0-5800-5001-3600-000	193.14
68	00253027	V68152686 RICHARDS, EDWARD OR ANITA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	286.76
68	00253028	V68154354 RIVERA, LISA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	101.01
68	00253029	V68118525 RODAS, PHILLIP OR CAROLYN	10/13/17		MW	0101-0724-0-5800-5001-3600-000	136.32
68	00253030	V68145726 ROLING, ROGER AND/OR MIKAIL	10/13/17		MW	0101-0724-0-5800-5001-3600-000	140.39
68	00253031	V68145500 RUSSELL SIGLER INC.	10/13/17		MW	0101-8150-0-4500-0000-8110-000	1,765.99
68	00253032	V68123515 SAFETY KLEEN CORP	10/13/17		MW	0101-0730-0-5800-1110-3600-000	547.00
68	00253033	V68081031 SCOTT FORESMAN	10/13/17		MW	0101-6300-0-4140-1110-1000-000	81,471.98
68	00253034	V68155662 SHARON, KEITH	10/13/17		MW	0101-0724-0-5800-5001-3600-000	239.90
68	00253035	V68149204 SOUTH COAST FIRE PROTECTION	10/13/17		MW	0101-0000-0-4500-0000-8210-000	581.85
68	00253036	V68118077 SOUTH COAST MEDICAL GROUP	10/13/17		MW	0101-0000-0-5800-0000-7400-000	94.00
68	00253037	V68155699 Southern Oregon Education Serv	10/13/17		MW	0101-0000-0-4500-0000-3120-000	22.80
68	00253037	V68155699 Southern Oregon Education Serv	10/13/17		MW	0101-6500-0-4500-5001-3120-000	34.20
68	00253038	V68154554 STALKER, CLINT OR GINA	10/13/17		MW	0101-0724-0-5800-5001-3600-000	315.87
68	00253039	V68999999 STATE BOARD OF EQUALIZATION	10/13/17		MW	0101-0000-0-5800-0000-8310-000	124.78
68	00253040	V68063693 STEWART AND ASSOC INC	10/13/17		MW	0101-0000-0-5605-0000-8220-000	3,293.75
68	00253041	V68156232 Subramanian, Monimeghala or K	10/13/17		MW	0101-0004-0-4114-1180-1000-029	87.00
68	00253042	V68149722 SUTHERLAND, GARY OR RACHEL	10/13/17		MW	0101-0724-0-5800-5001-3600-000	192.61
68	00253043	V68147300 TUTTLE CLICK FORD LINCOLN	10/13/17		MW	0101-8150-0-4500-0000-8230-000	2,706.21
68	00253044	V68156220 Vanderlinde, Tristan	10/13/17		MW	0101-0004-0-4114-1180-1000-001	5.00
68	00253045	V68114625 VERNON LIBRARY SUPPLIES INC	10/13/17		MW	0101-0000-0-4500-1180-2420-000	981.87
68	00253046	V68156229 Vigouroux, John or Krista	10/13/17		MW	0101-0004-0-4114-1180-1000-029	15.00
68	00253047	V68156231 Wendehost, James	10/13/17		MW	0101-0004-0-4114-1180-1000-029	30.00
68	00253048	V68146077 WEST COAST ARBORISTS INC.	10/13/17		MW	0101-0000-0-5605-0000-8220-000	480.00
68	00253048	V68146077 WEST COAST ARBORISTS INC.	10/13/17		MW	0101-0400-0-4300-1130-1000-087	3,620.00

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253049	V68143731	WINGARD, RICHARD AND LORENA	10/13/17		MW	0101-6500-0-5800-5750-3140-000	1,000.00
68 00253059	V68058875	ATKINSON ANDELSON LOYA	10/17/17		MW	0101-0501-0-5800-0000-7400-000	3,180.00
68 00253060	V68143536	AVID CENTER	10/17/17		MW	0101-6264-0-5216-0000-2100-000	2,430.00
68 00253060	V68143536	AVID CENTER	10/17/17		MW	0101-6264-0-5215-1110-1000-000	9,955.00
68 00253061	V68152287	CAPITOL ADVISORS GROUP LLC	10/17/17		MW	0101-0000-0-5815-0000-7150-000	16,000.00
68 00253062	V68101664	DANNIS WOLIVER KELLEY	10/17/17		MW	0101-0000-0-9510-0000-0000-000	19,579.00
68 00253063	V68114067	EDUPOINT EDUCATIONAL SYSTEMS	10/17/17		MW	0101-6500-0-5800-5001-2100-000	42,644.65
68 00253064	V68152554	ORBACH HUFF SUAREZ & HENDERSON	10/17/17		MW	0101-0000-0-5820-0000-2100-000	4,325.75
68 00253064	V68152554	ORBACH HUFF SUAREZ & HENDERSON	10/17/17		MW	0101-0000-0-5820-0000-7150-000	171.00
68 00253064	V68152554	ORBACH HUFF SUAREZ & HENDERSON	10/17/17		MW	0101-0000-0-5820-0000-7520-000	13,129.90
68 00253064	V68152554	ORBACH HUFF SUAREZ & HENDERSON	10/17/17		MW	0101-0000-0-5820-0000-7520-000	2,031.50
68 00253064	V68152554	ORBACH HUFF SUAREZ & HENDERSON	10/17/17		MW	0101-0000-0-5820-0000-7690-000	45,017.75
68 00253065	V68152707	PROFESSIONAL TUTORS OF AMERICA	10/17/17		MW	0101-0000-0-9510-0000-0000-000	20,556.25
68 00253066	V68154306	QUALITY STREET SERVICE	10/17/17		MW	0101-8150-0-5605-0000-8110-000	15,165.00
68 00253067	V68152132	RYAN JACKSON	10/17/17		MW	0101-6500-0-5800-5750-1190-000	2,660.00
68 00253068	V68149208	ACCELERATE EDUCATION	10/18/17		MW	0101-6300-0-4140-1110-1000-000	10,875.00
68 00253068	V68149208	ACCELERATE EDUCATION	10/18/17		MW	0101-6300-0-4140-3300-1000-000	1,575.00
68 00253069	V68154853	ADAMS, ALISON	10/18/17		MW	0101-3315-0-5213-5730-3140-000	9.41
68 00253069	V68154853	ADAMS, ALISON	10/18/17		MW	0101-6500-0-5213-5750-3140-000	108.29
68 00253070	V68156259	Alducin, Maribel	10/18/17		MW	0101-3010-0-5800-0000-2100-000	77.00
68 00253071	V68152348	ALISO PRINT	10/18/17		MW	0101-0400-0-4500-0000-2700-024	538.75
68 00253072	V68156251	ALVEAR, NICHOLAS	10/18/17		MW	0101-0790-0-5213-4760-2100-000	27.82
68 00253073	V68155250	BACOPULOS, DANA	10/18/17		MW	0101-3315-0-5212-5730-1110-000	89.07
68 00253073	V68155250	BACOPULOS, DANA	10/18/17		MW	0101-6500-0-5212-5750-1110-000	89.08
68 00253074	V68154640	BARTON, KEVIN	10/18/17		MW	0101-6500-0-5212-5770-1190-000	21.93
68 00253075	V68154923	BERBER, NANCY	10/18/17		MW	0101-0790-0-5216-0000-3110-000	39.59
68 00253076	V68144684	BIOMETRICS4ALL INC	10/18/17		MW	0101-0000-0-5800-0000-7400-000	64.50
68 00253076	V68144684	BIOMETRICS4ALL INC	10/18/17		MW	0101-0000-0-5800-0000-7400-000	960.00
68 00253077	V68149505	BRENNAN, JILL	10/18/17		MW	0101-3315-0-5213-5730-2700-000	62.33
68 00253077	V68149505	BRENNAN, JILL	10/18/17		MW	0101-6500-0-5213-5001-2700-000	62.33
68 00253078	V68103444	BROOKMAN, JOSEPH	10/18/17		MW	0101-0986-0-5212-0000-6000-000	142.31
68 00253078	V68103444	BROOKMAN, JOSEPH	10/18/17		MW	0101-6500-0-5212-5750-1190-000	164.78
68 00253079	V68115554	BROWN, NANCY	10/18/17		MW	0101-0790-0-5213-4760-2100-000	45.47

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253080	V68156246	BROWN, ROBERT OR MELANIE	10/18/17		MW	0101-0004-0-4114-1180-1000-005	81.00
68 00253081	V68155692	BUTKUS, LINDA	10/18/17		MW	0101-3410-0-5212-5750-1190-000	64.20
68 00253082	V68110775	C & L CUSTOM LETTERING	10/18/17		MW	0101-1100-0-4300-1140-4200-003	3,769.31
68 00253083	V68145221	CALIFORNIA WEEKLY EXPLORER INC	10/18/17		MW	0101-0400-0-5800-1130-1000-055	985.00
68 00253084	V68146065	CAPISTRANO SEWING & VACUUM CO	10/18/17		MW	0101-0002-0-4300-1140-1000-029	101.22
68 00253085	V68122838	CAUDILL, AMANDA	10/18/17		MW	0101-3315-0-5212-5730-1110-000	39.59
68 00253085	V68122838	CAUDILL, AMANDA	10/18/17		MW	0101-6500-0-5212-5750-1110-000	39.59
68 00253086	V68130535	CDW GOVERNMENT INC.	10/18/17		MW	0101-3010-0-4300-1110-1000-054	3,595.00
68 00253087	V68152688	CHESHIRE, LOGAN	10/18/17		MW	0101-0400-0-5216-0000-3116-004	72.12
68 00253088	V68106740	CHRISTENSEN, DENI	10/18/17		MW	0101-0400-0-4500-0000-2700-004	89.57
68 00253089	V68108311	CINTAS CORPORATION	10/18/17		MW	0101-0730-0-4500-1110-3600-000	85.21
68 00253089	V68108311	CINTAS CORPORATION	10/18/17		MW	0101-0724-0-4500-5001-3600-000	198.82
68 00253090	V68018870	CITY OF SAN CLEMENTE	10/18/17		MW	0101-0000-0-5500-0000-8200-000	25,751.07
68 00253091	V68018872	CITY OF SAN JUAN CAPISTRANO	10/18/17		MW	0101-0000-0-5500-0000-8200-000	20,607.62
68 00253092	V68147693	COMPLETE OFFICE OF CA	10/18/17		MW	0101-6264-0-4500-1110-2100-000	87.13
68 00253092	V68147693	COMPLETE OFFICE OF CA	10/18/17		MW	0101-0730-0-4500-1110-3600-000	14.85
68 00253092	V68147693	COMPLETE OFFICE OF CA	10/18/17		MW	0101-0724-0-4500-5001-3600-000	34.66
68 00253093	V68145954	COPPAGE, CARRI	10/18/17		MW	0101-3410-0-5212-5750-1190-000	73.83
68 00253094	V68154556	CORTEZ, ROXANNE	10/18/17		MW	0101-6500-0-5213-5001-2700-000	79.18
68 00253095	V68001404	COSTCO S.J.C.	10/18/17		MW	0101-0002-0-4300-1130-1000-077	600.00
68 00253095	V68001404	COSTCO S.J.C.	10/18/17		MW	0101-0002-0-4500-1130-1000-077	55.94
68 00253096	V68024000	CULVER-NEWLIN	10/18/17		MW	0101-0000-0-4400-0000-8310-000	620.64
68 00253096	V68024000	CULVER-NEWLIN	10/18/17		MW	0101-0010-0-4405-0000-2100-000	3,709.29
68 00253096	V68024000	CULVER-NEWLIN	10/18/17		MW	0101-6387-0-6400-3800-1000-029	6,152.96
68 00253096	V68024000	CULVER-NEWLIN	10/18/17		MW	0101-6387-0-6400-3800-1000-025	3,076.48
68 00253096	V68024000	CULVER-NEWLIN	10/18/17		MW	0101-6387-0-6400-3800-1000-022	3,076.48
68 00253097	V68156241	DANNER, STEVE	10/18/17		MW	0101-0000-0-9510-0000-0000-000	303.76
68 00253098	V68147101	DAVIS, DANIELLE	10/18/17		MW	0101-6500-0-5212-5750-1110-000	52.43
68 00253099	V68026000	DENAULT S HARDWARE	10/18/17		MW	0101-0400-0-4300-1130-1000-055	124.80
68 00253100	V68154924	DESZCZ, JESSICA	10/18/17		MW	0101-0790-0-5216-0000-3110-000	21.83
68 00253101	V68153565	ECHO CART SERVICES	10/18/17		MW	0101-1100-0-5600-1140-4200-003	303.23
68 00253102	V68112063	EFFENBERGER, PATRICIA	10/18/17		MW	0101-0790-0-5213-4760-2100-000	77.04
68 00253103	V68153366	EILER, CHRISTINE	10/18/17		MW	0101-3315-0-5212-5730-1110-000	83.47

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253103	V68153366 EILER, CHRISTINE	10/18/17		MW	0101-6500-0-5212-5750-1110-000	83.47
68	00253104	V68156130 ERSPAMER, KATIE	10/18/17		MW	0101-3315-0-5213-5730-3140-000	0.94
68	00253104	V68156130 ERSPAMER, KATIE	10/18/17		MW	0101-6500-0-5213-5750-3140-000	10.83
68	00253105	V68121726 EXWORTHY, MARK	10/18/17		MW	0101-6500-0-5212-5750-1110-000	301.20
68	00253106	V68116368 FARRAND PT, RAMONA	10/18/17		MW	0101-3386-0-5213-5710-3140-000	61.52
68	00253106	V68116368 FARRAND PT, RAMONA	10/18/17		MW	0101-6500-0-5213-5750-3140-000	66.87
68	00253107	V68032964 FLINN SCIENTIFIC INC	10/18/17		MW	0101-6300-0-4300-1140-1000-000	1,355.64
68	00253108	V68140606 FREY, DEBORAH	10/18/17		MW	0101-0000-0-5213-0000-3140-000	92.02
68	00253109	V68118405 GOLDBECK, MELISSA	10/18/17		MW	0101-0000-0-5213-0000-3140-000	144.46
68	00253110	V68035335 GOLDEN RULE BINDERY	10/18/17		MW	0101-9280-0-4300-1110-1000-000	509.98
68	00253111	V68155115 GONZALES, KATHLEEN	10/18/17		MW	0101-3315-0-5212-5730-1110-000	77.31
68	00253111	V68155115 GONZALES, KATHLEEN	10/18/17		MW	0101-6500-0-5212-5750-1110-000	77.31
68	00253112	V68109014 HANAFORD, LAURA	10/18/17		MW	0101-6500-0-5213-5001-3150-000	116.64
68	00253113	V68155367 HAVARD, KATHRYN	10/18/17		MW	0101-0400-0-4500-0000-2700-027	116.33
68	00253114	V68112804 HERITAGE MUSEUM OF OC	10/18/17		MW	0101-0400-0-5840-1130-1000-068	513.00
68	00253115	V68000703 HERTZ, JANA	10/18/17		MW	0101-6500-0-5212-5750-1130-000	102.72
68	00253116	V68016279 HEUSER, RACHEL	10/18/17		MW	0101-6500-0-5212-5750-1190-000	347.22
68	00253117	V68145399 HOOPER, GWYNETH	10/18/17		MW	0101-3315-0-5213-5730-3140-000	3.29
68	00253117	V68145399 HOOPER, GWYNETH	10/18/17		MW	0101-6500-0-5213-5750-3140-000	37.90
68	00253118	V68153416 HORTON, RACHAEL	10/18/17		MW	0101-6500-0-5212-5750-1110-000	105.40
68	00253119	V68156252 ISIP, SHIRLEY	10/18/17		MW	0101-0000-0-5213-0000-3140-000	111.81
68	00253120	V68069226 J W PEPPER-LOS ANGELES	10/18/17		MW	0101-0002-0-4300-1140-1000-028	249.67
68	00253121	V68155389 JARAMILLO, BARBARA	10/18/17		MW	0101-0790-0-5216-0000-3110-000	70.83
68	00253122	V68156242 JOHNSON, CHERYL	10/18/17		MW	0101-6264-0-5215-1110-1000-000	252.47
68	00253123	V68156093 JONES, DENISE	10/18/17		MW	0101-3410-0-5212-5750-1190-000	99.51
68	00253124	V68152858 KATO, WENDI	10/18/17		MW	0101-3410-0-5212-5750-1190-000	67.41
68	00253125	V68122790 KELLMAN, KATHLEEN	10/18/17		MW	0101-0000-0-5213-0000-3140-000	185.10
68	00253126	V68100337 KIMINAS, ANTHONY	10/18/17		MW	0101-3410-0-5212-5750-1190-000	187.26
68	00253127	V68148488 KOLENIC, NICOLE	10/18/17		MW	0101-6500-0-5212-5770-1120-000	123.05
68	00253128	V68154865 KRIKORIAN, GINA	10/18/17		MW	0101-0790-0-5216-0000-3110-000	37.45
68	00253129	V68106534 KROGMAN, DEBRAH	10/18/17		MW	0101-3315-0-5213-5730-3140-000	2.39
68	00253129	V68106534 KROGMAN, DEBRAH	10/18/17		MW	0101-6500-0-5213-5750-3140-000	27.57
68	00253130	V68146751 LACHEMANN, DINA	10/18/17		MW	0101-6500-0-5212-5770-1190-000	69.55

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253131	V68110299 LAUBACH, LYNELLE	10/18/17		MW	0101-6500-0-5213-5001-3150-000	26.21
68	00253132	V68052878 LAWNMOWERS ETC	10/18/17		MW	0101-0000-0-4500-0000-8220-000	901.12
68	00253132	V68052878 LAWNMOWERS ETC	10/18/17		MW	0101-0000-0-5605-0000-8220-000	301.96
68	00253133	V68156072 LE, GRACE	10/18/17		MW	0101-6500-0-5212-5750-1110-000	200.09
68	00253134	V68140602 LEARNING A-Z	10/18/17		MW	0101-0400-0-5800-1130-1000-086	1,698.00
68	00253135	V68156253 LEVANDER, CHRIS	10/18/17		MW	0101-6500-0-5212-5770-1190-000	156.76
68	00253136	V68156250 LONN, JUDITH	10/18/17		MW	0101-0790-0-5213-4760-2100-000	6.42
68	00253137	V68055970 MAHONEY, DONALD	10/18/17		MW	0101-6500-0-5216-5001-2100-000	187.55
68	00253138	V68152780 MALONE, ERICA	10/18/17		MW	0101-0000-0-5213-0000-3140-000	56.18
68	00253139	V68115603 MALONE, JULEE	10/18/17		MW	0101-0000-0-5213-0000-0000-000	162.11
68	00253139	V68115603 MALONE, JULEE	10/18/17		MW	0101-0000-0-5213-0000-3140-000	235.93
68	00253140	V68118632 MATIENZO, NINA RIE	10/18/17		MW	0101-0000-0-5213-0000-3140-000	126.80
68	00253141	V68117593 MCKEE, DANISE	10/18/17		MW	0101-3315-0-5212-5730-1110-000	35.31
68	00253141	V68117593 MCKEE, DANISE	10/18/17		MW	0101-6500-0-5212-5750-1110-000	35.32
68	00253142	V68151062 MICKLE, JACQUELINE	10/18/17		MW	0101-3315-0-5212-5730-1110-000	71.95
68	00253142	V68151062 MICKLE, JACQUELINE	10/18/17		MW	0101-6500-0-5212-5750-1110-000	71.96
68	00253143	V68156249 MINCHINTON, LISA	10/18/17		MW	0101-0000-0-5213-0000-7300-000	31.69
68	00253144	V68151320 MOBYMAX LLC	10/18/17		MW	0101-3010-0-5800-1110-1000-021	699.00
68	00253145	V68152859 MONICO, MARGARA	10/18/17		MW	0101-3010-0-5213-0000-2100-000	371.29
68	00253146	V68144381 MORAND, CARA	10/18/17		MW	0101-3315-0-5212-5730-1110-000	66.34
68	00253146	V68144381 MORAND, CARA	10/18/17		MW	0101-6500-0-5212-5750-1110-000	66.35
68	00253147	V68061270 MOULTON NIGUEL WATER	10/18/17		MW	0101-0000-0-5500-0000-8200-000	7,890.38
68	00253148	V68150869 NAPT	10/18/17		MW	0101-0730-0-5300-1110-3600-000	100.00
68	00253149	V68121862 NCS PEARSON INC.	10/18/17		MW	0101-0000-0-4500-0000-3120-000	626.49
68	00253149	V68121862 NCS PEARSON INC.	10/18/17		MW	0101-6500-0-4500-5001-3120-000	939.73
68	00253150	V68153156 NELSON, SHARI	10/18/17		MW	0101-6500-0-5213-5001-2700-000	20.33
68	00253151	V68140279 O DONOVAN, LINDA	10/18/17		MW	0101-0002-0-5216-0000-3116-005	67.52
68	00253152	V68107805 PADILLA-SMITH, DORIE K.	10/18/17		MW	0101-0002-0-4500-0000-2700-077	143.28
68	00253153	V68117359 PANNING LABATE, TINA	10/18/17		MW	0101-3315-0-5212-5730-1110-000	35.31
68	00253153	V68117359 PANNING LABATE, TINA	10/18/17		MW	0101-6500-0-5212-5750-1110-000	35.32
68	00253154	V68153896 PARSİ, HOUPAND	10/18/17		MW	0101-0790-0-5213-4760-2100-000	12.30
68	00253155	V68154927 PEARSON, KATHRYN	10/18/17		MW	0101-0790-0-5216-0000-3110-000	31.08
68	00253156	V68141497 PIANTA, REBECCA	10/18/17		MW	0101-0790-0-5216-0000-3110-000	17.12

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253157	V68145420 PITNEY BOWES/PRESORT SERVICES	10/18/17		MW	0101-0000-0-5900-0000-7540-000	1,001.87
68	00253158	V68144172 PRETEND CITY CHILDREN S MUSEUM	10/18/17		MW	0101-0400-0-5840-1130-1000-085	50.00
68	00253159	V68140297 PROSURFACE	10/18/17		MW	0101-8150-0-5605-0000-8110-001	8,570.00
68	00253160	V68147115 PYRAMID WIRE & CABLE INC.	10/18/17		MW	0101-8150-0-4500-0000-8110-000	605.96
68	00253161	V68150985 RAEL, MEGAN	10/18/17		MW	0101-6500-0-5213-5001-3120-000	16.05
68	00253162	V68104074 ROCHE, ANN	10/18/17		MW	0101-0000-0-5213-0000-3140-000	407.14
68	00253163	V68154144 ROMBERG, STEPHANIE	10/18/17		MW	0101-6500-0-5212-5750-2100-000	142.32
68	00253164	V68153325 ROYBAL, CECILIA	10/18/17		MW	0101-0000-0-5213-0000-7700-000	24.61
68	00253165	V68112247 RUNYAN, JAMIE	10/18/17		MW	0101-0002-0-5216-0000-3116-005	67.52
68	00253166	V68148040 RUSINKOVICH, CHERYL	10/18/17		MW	0101-3315-0-5212-5730-1110-000	83.47
68	00253167	V68109060 RUSNIACZEK, MALIA	10/18/17		MW	0101-0000-0-5213-0000-7300-000	36.86
68	00253168	V68155119 RUSSOMANNO, ANTHONY	10/18/17		MW	0101-0790-0-5213-0000-3110-000	34.78
68	00253168	V68155119 RUSSOMANNO, ANTHONY	10/18/17		MW	0101-0790-0-5216-0000-3110-000	110.00
68	00253169	V68078255 SAN DIEGO GAS & ELECTRIC	10/18/17		MW	0101-0000-0-5500-0000-8200-000	169,927.76
68	00253170	V68079190 SANTA MARGARITA WATER	10/18/17		MW	0101-0000-0-5500-0000-8200-000	3,874.82
68	00253171	V68063479 SCHOLASTIC	10/18/17		MW	0101-0002-0-4300-1130-1000-061	816.75
68	00253171	V68063479 SCHOLASTIC	10/18/17		MW	0101-0400-0-4300-1130-1000-055	1,836.45
68	00253171	V68063479 SCHOLASTIC	10/18/17		MW	0101-0400-0-4300-1130-1000-087	3,436.74
68	00253171	V68063479 SCHOLASTIC	10/18/17		MW	0101-3010-0-4300-1110-1000-055	3,758.32
68	00253171	V68063479 SCHOLASTIC	10/18/17		MW	0101-3010-0-4300-1110-1000-059	577.50
68	00253172	V68150196 SCHOLASTIC	10/18/17		MW	0101-0400-0-4300-1130-1000-056	626.00
68	00253173	V68059386 SCHOLASTIC INC	10/18/17		MW	0101-3010-0-4300-1110-1000-053	1,894.20
68	00253174	V68079505 SCHOLASTIC INC	10/18/17		MW	0101-0002-0-4300-1130-1000-060	3,387.12
68	00253175	V68123022 SCHOOL SPECIALTY	10/18/17		MW	0101-0002-0-4300-1130-1000-056	106.15
68	00253176	V68145390 SCHOOLER, DEBORAH	10/18/17		MW	0101-3315-0-5212-5730-1110-000	27.55
68	00253176	V68145390 SCHOOLER, DEBORAH	10/18/17		MW	0101-6500-0-5212-5750-1110-000	27.55
68	00253177	V68143008 SHERRIE, LORRAINE	10/18/17		MW	0101-3315-0-5213-5730-3140-000	4.23
68	00253177	V68143008 SHERRIE, LORRAINE	10/18/17		MW	0101-6500-0-5213-5750-3140-000	48.73
68	00253178	V68154003 SIMIONESCU, JEANETTE	10/18/17		MW	0101-0790-0-5216-0000-3110-000	18.73
68	00253179	V68112866 SMARDAN SUPPLY COMPANY	10/18/17		MW	0101-8150-0-4500-0000-8110-000	4,254.63
68	00253181	V68083350 SMART & FINAL **SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-1140-1000-001	362.48
68	00253181	V68083350 SMART & FINAL **SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-1140-1000-003	107.16
68	00253181	V68083350 SMART & FINAL **SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-1140-1000-025	477.62

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-1140-1000-028	174.42
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-1140-1000-029	98.12
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-1140-1000-030	153.06
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-3300-1000-019	48.74
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-0010-0-4500-0000-2140-000	152.59
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-0400-0-4300-1130-1000-055	527.25
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-3010-0-4300-1110-1000-054	49.59
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-3555-0-4300-3800-1000-018	92.95
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-6500-0-4300-5750-1190-000	200.46
68 00253181	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-6520-0-4300-5750-1190-000	591.36
68 00253182	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-0002-0-4300-1140-1000-024	286.67
68 00253182	V68083350	SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	0101-3555-0-4300-3800-1000-018	72.20
68 00253183	V68084100	SO CA GAS CO	10/18/17		MW	0101-0000-0-5500-0000-8200-000	1,424.20
68 00253184	V68155161	SOBOLESKI, AMANDA	10/18/17		MW	0101-0002-0-4500-0000-2700-024	63.68
68 00253185	V68100812	SOLTIS, PAMELA	10/18/17		MW	0101-3315-0-5212-5730-1110-000	45.74
68 00253185	V68100812	SOLTIS, PAMELA	10/18/17		MW	0101-6500-0-5212-5750-1110-000	45.74
68 00253186	V68116610	SOUTH COAST FAMILY MEDI CENTER	10/18/17		MW	0101-0000-0-5800-0000-7400-000	576.00
68 00253186	V68116610	SOUTH COAST FAMILY MEDI CENTER	10/18/17		MW	0101-0730-0-5800-1110-3600-000	120.00
68 00253186	V68116610	SOUTH COAST FAMILY MEDI CENTER	10/18/17		MW	0101-0724-0-5800-5001-3600-000	280.00
68 00253187	V68143011	SOUTH COAST WATER DISTRICT	10/18/17		MW	0101-0000-0-5500-0000-8200-000	5,855.08
68 00253188	V68122718	SOUTHERN CALIFORNIA EDISON	10/18/17		MW	0101-0000-0-5500-0000-8200-000	53,883.64
68 00253189	V68153503	STEPHENS, DARA	10/18/17		MW	0101-0790-0-5213-0000-2100-000	91.48
68 00253190	V68156244	TARTWATER, LORI	10/18/17		MW	0101-0400-0-5215-1140-1000-004	126.88
68 00253191	V68146754	TAYNE, JULIE	10/18/17		MW	0101-6500-0-5212-5750-1190-000	161.57
68 00253192	V68120776	TEAGER, KATHLEEN	10/18/17		MW	0101-0002-0-5216-3300-2700-014	60.00
68 00253193	V68117757	THINKING MAPS INC	10/18/17		MW	0101-0400-0-4300-1130-1000-060	50.64
68 00253194	V68153276	TRAK ENGINEERING INC	10/18/17		MW	0101-0730-0-4600-1110-3600-000	112.01
68 00253194	V68153276	TRAK ENGINEERING INC	10/18/17		MW	0101-0724-0-4600-5001-3600-000	115.40
68 00253194	V68153276	TRAK ENGINEERING INC	10/18/17		MW	0101-8150-0-4500-0000-8230-000	112.00
68 00253195	V68112012	TRUCK AND AUTO SUPPLY INC	10/18/17		MW	0101-0730-0-4600-1110-3600-000	852.28
68 00253196	V68146371	VARGAS, TRACY	10/18/17		MW	0101-0000-0-5213-0000-3140-000	7.49
68 00253197	V68067850	VERIZON WIRELESS	10/18/17		MW	0101-0010-0-5900-0000-3110-000	76.02
68 00253198	V68103282	VICTA, CLEO	10/18/17		MW	0101-0790-0-5216-0000-3110-000	22.15

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253199	V68152746	VIVAS, MARGARITA	10/18/17		MW	0101-0790-0-5213-4760-2100-000	49.22
68 00253200	V68113976	WEIS-DAUGHERTY, DENISE	10/18/17		MW	0101-6500-0-5213-5750-2100-000	139.47
68 00253201	V68144672	WESTON, KELLY	10/18/17		MW	0101-3315-0-5212-5730-1110-000	120.38
68 00253201	V68144672	WESTON, KELLY	10/18/17		MW	0101-6500-0-5212-5750-1110-000	120.38
68 00253202	V68150730	YOUNG, JENNA	10/18/17		MW	0101-3315-0-5213-5730-3140-000	1.71
68 00253202	V68150730	YOUNG, JENNA	10/18/17		MW	0101-6500-0-5213-5750-3140-000	19.69
68 00253203	V68154919	YOUNG, MELANIE	10/18/17		MW	0101-0002-0-5216-0000-3116-005	67.52
68 00253204	V68156255	ZENDNER, ANN	10/18/17		MW	0101-0400-0-4300-1140-1000-004	28.97
68 00253218	V68149684	ALTERNATIVE COMMUNICATIONS	10/20/17		MW	0101-6500-0-5810-5750-1190-000	1,560.00
68 00253219	V68148751	ALZAMORA, FERNANDO OR LUCERO	10/20/17		MW	0101-0724-0-5800-5001-3600-000	296.61
68 00253220	V68153111	ALZUBAIDI, OMAR	10/20/17		MW	0101-0724-0-5800-5001-3600-000	85.39
68 00253221	V68120139	AMERICAN LOGISTICS COMPANY LLC	10/20/17		MW	0101-0724-0-5800-5001-3600-000	49,360.00
68 00253222	V68002717	ARBOR SCIENTIFIC	10/20/17		MW	0101-0002-0-4300-1140-1000-002	484.19
68 00253222	V68002717	ARBOR SCIENTIFIC	10/20/17		MW	0101-6300-0-4300-1140-1000-000	381.38
68 00253223	V68104351	AUTISM SPECTRUM CONSULTANTS	10/20/17		MW	0101-6500-0-5801-5750-1181-000	2,260.00
68 00253224	V68154826	BACILY, RIAD	10/20/17		MW	0101-0724-0-5800-5001-3600-000	389.27
68 00253225	V68153786	BARTHOLOMEW, MICHAEL OR KARLA	10/20/17		MW	0101-0724-0-5800-5001-3600-000	43.45
68 00253226	V68150006	BEACON DAY SCHOOL	10/20/17		MW	0101-6500-0-5802-5750-1180-000	10,158.55
68 00253227	V68154827	BECKER, ANDREW OR KRISTINA	10/20/17		MW	0101-0724-0-5800-5001-3600-000	117.92
68 00253228	V68146851	BERRY, SCOTT AND/OR JAIME	10/20/17		MW	0101-6500-0-5802-5750-1180-000	1,309.60
68 00253229	V68009305	BLIND CHILDREN S LEARNING	10/20/17		MW	0101-6500-0-5810-5770-1190-000	2,017.56
68 00253230	V68123700	BSN SPORTS	10/20/17		MW	0101-0002-0-4300-1140-1000-003	1,500.03
68 00253230	V68123700	BSN SPORTS	10/20/17		MW	0101-1100-0-4300-1140-4200-001	4,549.94
68 00253231	V68146023	BUI, HONG OR LINH LE	10/20/17		MW	0101-0724-0-5800-5001-3600-000	64.20
68 00253232	V68035089	CASBO	10/20/17		MW	0101-0000-0-5216-0000-7300-000	1,240.00
68 00253233	V68130535	CDW GOVERNMENT INC.	10/20/17		MW	0101-0400-0-4300-1130-1000-063	1,050.56
68 00253234	V68130535	CDW GOVERNMENT INC.	10/20/17		MW	0101-0400-0-5800-1130-1000-086	1,880.00
68 00253234	V68130535	CDW GOVERNMENT INC.	10/20/17		MW	0101-0400-0-5800-1140-1000-026	822.50
68 00253234	V68130535	CDW GOVERNMENT INC.	10/20/17		MW	0101-3010-0-4300-1110-1000-021	352.50
68 00253235	V68106764	CDWG Inc	10/20/17		MW	0101-0400-0-4400-1140-1000-026	8,560.00
68 00253235	V68106764	CDWG Inc	10/20/17		MW	0101-3010-0-4300-1110-1000-021	3,668.57
68 00253235	V68106764	CDWG Inc	10/20/17		MW	0101-3010-0-4400-1110-1000-061	1,050.56
68 00253235	V68106764	CDWG Inc	10/20/17		MW	0101-3010-0-4400-1110-1000-079	1,050.56

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253236	V68017386 CERTIFIED TRANSPORTATION SERVI	10/20/17		MW	0101-0400-0-5838-1130-1000-084	3,622.50
68	00253236	V68017386 CERTIFIED TRANSPORTATION SERVI	10/20/17		MW	0101-1100-0-5838-1140-4200-006	747.50
68	00253237	V68155210 CHEN, EDWARD OR LYNN	10/20/17		MW	0101-0724-0-5800-5001-3600-000	215.50
68	00253238	V68108311 CINTAS CORPORATION	10/20/17		MW	0101-0730-0-4500-1110-3600-000	139.37
68	00253238	V68108311 CINTAS CORPORATION	10/20/17		MW	0101-0724-0-4500-5001-3600-000	325.16
68	00253239	V68154765 CLOVIS UNIFIED SCHOOL DISTRICT	10/20/17		MW	0101-0000-0-5300-0000-7520-000	2,500.00
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0000-0-4500-0000-2100-000	528.75
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0000-0-4500-0000-3160-000	72.13
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0000-0-4500-0000-7300-000	89.91
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0000-0-4500-0000-7340-000	89.91
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0000-0-4500-0000-7690-000	158.38
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0790-0-4500-4760-2100-000	-213.70
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0730-0-4500-1110-3600-000	17.59
68	00253240	V68147693 COMPLETE OFFICE OF CA	10/20/17		MW	0101-0724-0-4500-5001-3600-000	41.04
68	00253241	V68027192 CONSOLIDATED ELECTRICAL DISTR	10/20/17		MW	0101-8150-0-4500-0000-8110-000	4,466.15
68	00253242	V68148595 TEMPORARY SERVICES CORP.	10/20/17		MW	0101-0986-0-5800-0000-6000-002	2,382.00
68	00253243	V68119807 COPPER HILLS YOUTH CENTER	10/20/17		MW	0101-6500-0-5803-5750-1180-000	2,295.00
68	00253244	V68001404 COSTCO S.J.C.	10/20/17		MW	0101-3010-0-4500-0000-2495-054	51.04
68	00253245	V68024000 CULVER-NEWLIN	10/20/17		MW	0101-0002-0-4500-0000-2700-002	222.31
68	00253245	V68024000 CULVER-NEWLIN	10/20/17		MW	0101-0002-0-4500-0000-2700-029	311.72
68	00253245	V68024000 CULVER-NEWLIN	10/20/17		MW	0101-0002-0-4300-1140-1000-001	675.78
68	00253245	V68024000 CULVER-NEWLIN	10/20/17		MW	0101-0400-0-4300-1130-1000-055	686.10
68	00253245	V68024000 CULVER-NEWLIN	10/20/17		MW	0101-1100-0-4500-1140-4200-006	1,447.13
68	00253245	V68024000 CULVER-NEWLIN	10/20/17		MW	0101-6500-0-4500-5770-3140-000	109.84
68	00253246	V68144430 DICK, CRAIG OR BILLIE	10/20/17		MW	0101-0724-0-5800-5001-3600-000	215.72
68	00253247	V68152616 DIXON, KAREN	10/20/17		MW	0101-0724-0-5800-5001-3600-000	44.73
68	00253248	V68148036 DOCUMENT TRACKING SERVICES	10/20/17		MW	0101-0010-0-5800-0000-2100-000	13,990.00
68	00253249	V68114771 EDUCATIONAL BASED SERVICES INC	10/20/17		MW	0101-3320-0-5801-5730-1181-000	2,850.00
68	00253249	V68114771 EDUCATIONAL BASED SERVICES INC	10/20/17		MW	0101-6500-0-5101-5750-1181-000	5,700.00
68	00253249	V68114771 EDUCATIONAL BASED SERVICES INC	10/20/17		MW	0101-6500-0-5801-5770-1181-000	2,850.00
68	00253250	V68150905 EMERGENCY SERVICES RESTORATION	10/20/17		MW	0101-8150-0-5605-0000-8110-000	4,333.02
68	00253251	V68155592 Ernest Proud	10/20/17		MW	0101-6512-0-5115-5750-3110-000	1,466.25
68	00253252	V68057042 FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-053	220.30

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-054	26.73
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-055	535.24
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-058	221.38
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-060	295.09
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-061	585.80
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-063	96.91
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-064	225.79
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-067	237.68
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-068	276.02
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-069	250.84
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-071	268.12
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-073	201.88
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-074	320.41
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-075	102.12
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-076	193.54
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-077	338.22
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-078	197.50
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-079	283.80
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-082	263.91
68	00253252	FOLLETT EDUCATIONAL SERVICES	10/20/17		MW	0101-0004-0-4200-1180-2420-087	996.18
68	00253253	FOLLETT SCHOOL SOLUTIONS INC	10/20/17		MW	0101-0400-0-4300-1130-1000-052	999.27
68	00253253	FOLLETT SCHOOL SOLUTIONS INC	10/20/17		MW	0101-3010-0-4200-1110-1000-072	988.95
68	00253253	FOLLETT SCHOOL SOLUTIONS INC	10/20/17		MW	0101-6300-0-4140-1110-1000-000	4,950.32
68	00253254	GALLUP INC	10/20/17		MW	0101-0501-0-5800-0000-7400-000	10,190.00
68	00253255	GARCIA, DANIEL	10/20/17		MW	0101-0724-0-5800-5001-3600-000	145.12
68	00253256	GAU, MARY AND TERRY	10/20/17		MW	0101-0724-0-5800-5001-3600-000	158.36
68	00253257	GRABOWSKI, JEAN	10/20/17		MW	0101-0400-0-4500-0000-2700-077	15.95
68	00253258	GROTE, JEFFREY	10/20/17		MW	0101-0004-0-4114-1180-1000-003	15.00
68	00253259	GROWING EDUCATORS INC	10/20/17		MW	0101-3010-0-5800-1110-1000-059	1,850.00
68	00253260	GUDIPATI, SRINIVAS	10/20/17		MW	0101-0724-0-5800-5001-3600-000	436.56
68	00253261	HOPE Therapies	10/20/17		MW	0101-6500-0-5800-5750-1190-000	2,687.50
68	00253262	JFK TRANSPORTATION CO INC	10/20/17		MW	0101-0986-0-5838-0000-6000-201	1,150.00
68	00253262	JFK TRANSPORTATION CO INC	10/20/17		MW	0101-1100-0-5838-1140-4200-006	763.25

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253263	V68118865 JONES, DANNY OR NANCY	10/20/17		MW	0101-0724-0-5800-5001-3600-000	546.99
68	00253264	V68153844 JORDHEIM, JENNA	10/20/17		MW	0101-0790-0-5216-0000-3110-000	26.43
68	00253265	V68146878 KARPUS, DAVID AND MARY	10/20/17		MW	0101-6500-0-5802-5750-1180-000	1,022.21
68	00253266	V68062513 KELLY PAPER COMPANY	10/20/17		MW	0101-0000-0-4500-0000-7550-000	2,001.47
68	00253267	V68152415 Lappin, Richard	10/20/17		MW	0101-6512-0-5115-5750-3110-000	1,360.00
68	00253268	V68147372 LEISURE CARE REFERRAL AGENCY	10/20/17		MW	0101-0000-0-5800-0000-3140-000	2,047.50
68	00253269	V68152544 LEVERAGE LEARNING GROUP INC	10/20/17		MW	0101-6264-0-5800-0000-2100-000	4,400.00
68	00253270	V68154019 LOPEZ, GREGORY & MICHELLE	10/20/17		MW	0101-0724-0-5800-5001-3600-000	65.06
68	00253271	V68145493 LOUIE, DARRYL OR CATHERINE	10/20/17		MW	0101-0724-0-5800-5001-3600-000	287.41
68	00253272	V68056440 MARDAN SCHOOL	10/20/17		MW	0101-6500-0-5102-5750-1180-000	180.00
68	00253272	V68056440 MARDAN SCHOOL	10/20/17		MW	0101-6500-0-5802-5750-1180-000	34,816.02
68	00253273	V68154268 MARINE AIR INC	10/20/17		MW	0101-8150-0-5605-0000-8110-000	13,116.89
68	00253274	V68146816 MARTINEZ, ROBERTO OR CHRISTINA	10/20/17		MW	0101-0724-0-5800-5001-3600-000	142.31
68	00253275	V68056570 MASTER TEACHER	10/20/17		MW	0101-6264-0-5800-5001-2140-000	13,499.00
68	00253276	V68149001 MATHIESEN, DAN OR TARA	10/20/17		MW	0101-0724-0-5800-5001-3600-000	265.36
68	00253277	V68152837 MATTIL, MICHAEL AND OR KELLY	10/20/17		MW	0101-0724-0-5800-5001-3600-000	380.07
68	00253278	V68055550 MCGRAW-HILL SCHOOL EDUCATION	10/20/17		MW	0101-6300-0-4140-1110-1000-000	57,848.42
68	00253278	V68055550 MCGRAW-HILL SCHOOL EDUCATION	10/20/17		MW	0101-6300-0-4150-1140-1000-000	1,124.24
68	00253279	V68152591 MEDRANO, CLARA OR JUAN	10/20/17		MW	0101-0724-0-5800-5001-3600-000	101.65
68	00253280	V68155698 MENDOZA, ALFREDO	10/20/17		MW	0101-0724-0-5800-5001-3600-000	359.52
68	00253281	V68155942 MIKE'S MURALS	10/20/17		MW	0101-0400-0-5800-0000-2700-004	3,800.00
68	00253282	V68146993 MISSION AUTO SERVICE	10/20/17		MW	0101-0724-0-5605-5001-3600-000	739.94
68	00253283	V68149740 MOHEB, MEHRDAD	10/20/17		MW	0101-0724-0-5800-5001-3600-000	94.16
68	00253284	V68156288 MOODY, KAMERON OR CALEB	10/20/17		MW	0101-0724-0-5800-5001-3600-000	321.00
68	00253285	V68062160 NASCO MODESTO A DIVISION OF	10/20/17		MW	0101-0002-0-4300-1140-1000-028	683.93
68	00253285	V68062160 NASCO MODESTO A DIVISION OF	10/20/17		MW	0101-0002-0-4300-1140-1000-029	299.32
68	00253286	V68142460 NEOPOST USA INC.	10/20/17		MW	0101-0000-0-4500-0000-7550-000	527.95
68	00253287	V68021378 NEW HAVEN YOUTH & FAMILY	10/20/17		MW	0101-6500-0-5802-5750-1180-000	2,021.00
68	00253287	V68021378 NEW HAVEN YOUTH & FAMILY	10/20/17		MW	0101-6512-0-5104-5750-1180-000	4,449.67
68	00253287	V68021378 NEW HAVEN YOUTH & FAMILY	10/20/17		MW	0101-6512-0-5101-5750-3110-000	24,200.00
68	00253287	V68021378 NEW HAVEN YOUTH & FAMILY	10/20/17		MW	0101-6512-0-5104-5750-3120-000	4,449.66
68	00253288	V68156289 O'NEILL, JENNIFER OR KENNETH	10/20/17		MW	0101-0724-0-5800-5001-3600-000	371.94
68	00253289	V68101297 OAK GROVE INSTITUTE	10/20/17		MW	0101-6500-0-5803-5750-1180-000	4,884.74

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253289	V68101297	OAK GROVE INSTITUTE	10/20/17		MW	0101-6512-0-5104-5750-1180-000	13,773.00
68 00253289	V68101297	OAK GROVE INSTITUTE	10/20/17		MW	0101-6512-0-5104-5750-3120-000	13,773.00
68 00253290	V68102193	OCTA	10/20/17		MW	0101-6520-0-5800-5750-1190-000	1,924.00
68 00253291	V68066570	ORANGE COUNTY DEPT OF EDUC	10/20/17		MW	0101-6500-0-7142-5750-9200-000	896,332.03
68 00253292	V68066546	ORANGE COUNTY PUMP CO	10/20/17		MW	0101-8150-0-5605-0000-8110-000	3,655.00
68 00253293	V68116411	ORANGE COUNTY REGISTER	10/20/17		MW	0101-0000-0-5800-0000-7530-000	5,753.64
68 00253294	V68105372	ORANGE COUNTY THERAPY SERVICE	10/20/17		MW	0101-3320-0-5101-5730-3141-000	10,610.68
68 00253294	V68105372	ORANGE COUNTY THERAPY SERVICE	10/20/17		MW	0101-6500-0-5801-5750-3141-000	13,006.64
68 00253294	V68105372	ORANGE COUNTY THERAPY SERVICE	10/20/17		MW	0101-6500-0-5101-5770-3141-000	10,610.68
68 00253295	V68153984	ORBAKER, KEVIN/DANA	10/20/17		MW	0101-0724-0-5800-5001-3600-000	86.67
68 00253296	V68156284	ORTIZ, MARIA	10/20/17		MW	0101-0004-0-4114-1180-1000-006	20.00
68 00253297	V68123679	PACIFIC PLUMBING COMPANY OF	10/20/17		MW	0101-8150-0-5605-0000-8110-000	1,819.52
68 00253298	V68116957	PALI MOUNTAIN INSTITUTE	10/20/17		MW	0101-0400-0-5840-1130-1000-083	1,585.00
68 00253299	V68156290	PATTERSON, JACQUELINE	10/20/17		MW	0101-0724-0-5800-5001-3600-000	365.52
68 00253300	V68069310	PERMA-BOUND	10/20/17		MW	0101-0002-0-4300-1140-1000-002	1,817.45
68 00253300	V68069310	PERMA-BOUND	10/20/17		MW	0101-0004-0-4114-1180-1000-005	855.96
68 00253301	V68154724	PINNACLE PETROLEUM INC	10/20/17		MW	0101-8150-0-4500-0000-8230-000	15,022.93
68 00253302	V68071586	PROVIDENCE SPEECH AND	10/20/17		MW	0101-6500-0-5801-5750-1181-000	6,146.14
68 00253302	V68071586	PROVIDENCE SPEECH AND	10/20/17		MW	0101-6500-0-5101-5750-3150-000	4,100.00
68 00253302	V68071586	PROVIDENCE SPEECH AND	10/20/17		MW	0101-6500-0-5801-5770-1181-000	6,146.14
68 00253303	V68153793	QUACH, HOANG	10/20/17		MW	0101-0724-0-5800-5001-3600-000	184.04
68 00253304	V68149569	RADZINS, JOHN & MEREDITH	10/20/17		MW	0101-6500-0-5802-5750-1180-000	513.60
68 00253305	V68152748	RAZEGHI, MAX OR MAHSA	10/20/17		MW	0101-0724-0-5800-5001-3600-000	131.83
68 00253306	V68118525	RODAS, PHILLIP OR CAROLYN	10/20/17		MW	0101-0724-0-5800-5001-3600-000	209.72
68 00253307	V68145726	ROLING, ROGER AND/OR MIKAIL	10/20/17		MW	0101-0724-0-5800-5001-3600-000	333.42
68 00253308	V68123530	ROTH, JAY OR KERI	10/20/17		MW	0101-0724-0-5800-5001-3600-000	329.56
68 00253309	V68078255	SAN DIEGO GAS & ELECTRIC	10/20/17		MW	0101-0000-0-5500-0000-8200-000	173,316.56
68 00253310	V68063479	SCHOLASTIC	10/20/17		MW	0101-3010-0-4300-1110-1000-021	313.17
68 00253311	V68111716	SCHOLASTIC INC	10/20/17		MW	0101-0002-0-4300-1130-1000-060	72.60
68 00253311	V68111716	SCHOLASTIC INC	10/20/17		MW	0101-0400-0-4300-1130-1000-087	-155.66
68 00253311	V68111716	SCHOLASTIC INC	10/20/17		MW	0101-3010-0-4300-1110-1000-072	665.50
68 00253312	V68036509	SCHOOL ENERGY COALITION	10/20/17		MW	0101-0000-0-5300-0000-7690-000	260.00
68 00253313	V68151043	SCHOOLDUDE.COM	10/20/17		MW	0101-6230-0-5800-0000-7690-000	7,200.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253314	V68156183	Shaw HR Consulting Inc	10/20/17		MW	0101-0000-0-5216-0000-7300-000	299.00
68 00253315	V68156193	SHEARER, BRADLEY	10/20/17		MW	0101-0010-0-4200-1110-2100-000	40.89
68 00253316	V68084100	SO CA GAS CO	10/20/17		MW	0101-0724-0-4600-5001-3600-000	2,844.80
68 00253317	V68149204	SOUTH COAST FIRE PROTECTION	10/20/17		MW	0101-0000-0-4500-0000-8210-000	75.00
68 00253318	V68143011	SOUTH COAST WATER DISTRICT	10/20/17		MW	0101-0000-0-5500-0000-8200-000	6,511.32
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0000-0-4500-0000-7150-000	111.77
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0000-0-4500-0000-7400-000	395.52
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0000-0-4500-0000-7700-000	156.83
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0000-0-4500-0000-8210-000	1,570.35
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4500-0000-2700-006	1,340.44
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4500-0000-2700-027	384.88
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4500-0000-2700-073	66.21
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4500-0000-2700-081	14.71
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-050	2,596.21
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-052	601.27
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-053	89.26
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-054	1,526.90
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-056	1,824.10
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-059	120.99
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-060	230.88
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-061	43.65
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-063	272.77
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-064	426.99
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-067	213.54
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-068	1,618.55
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-069	3,170.81
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-071	247.79
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-074	561.49
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-075	269.14
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-076	622.17
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-077	361.44
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-078	25.60
68 00253320	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-079	646.16

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-080	209.36
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-082	296.06
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-083	1,139.46
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-084	126.26
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-085	643.75
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-086	551.39
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-002	3,624.66
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-003	891.42
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-005	1,579.64
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-006	1,340.45
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-021	771.92
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-023	494.28
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-024	546.88
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-026	743.77
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-027	485.00
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-028	257.99
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-029	904.30
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-030	372.03
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1140-1000-032	1,740.63
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-3200-1000-018	770.28
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4500-3300-2700-019	84.74
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-5750-1110-049	47.97
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0002-0-4300-1130-1000-031	154.78
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0400-0-4300-1130-1000-055	119.56
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-0400-0-4300-1130-1000-087	160.68
68	00253320	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	0101-3410-0-4300-5750-1190-000	1,207.85
68	00253321	STAFFREHAB	10/20/17		MW	0101-6500-0-5801-5750-1130-000	2,904.00
68	00253322	STEARNS, HOLLY	10/20/17		MW	0101-0004-0-4114-1180-1000-006	12.00
68	00253323	STEVEN AND MELANIE SMITH	10/20/17		MW	0101-0000-0-9510-0000-0000-000	780.00
68	00253324	STEVENS WALSH, KAREN	10/20/17		MW	0101-0724-0-5800-5001-3600-000	207.37
68	00253325	STROME, NANCY	10/20/17		MW	0101-0400-0-4300-1140-1000-004	250.00
68	00253326	TARGETSUCCESS INC	10/20/17		MW	0101-0000-0-5800-0000-7400-000	6,229.91
68	00253327	TELL STEEL INC	10/20/17		MW	0101-8150-0-4500-0000-8110-000	2,431.29

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253328	V68121007	TEXTBOOK WAREHOUSE	10/20/17		MW	0101-6300-0-4150-1140-1000-000	19,388.53
68 00253329	V68078014	TIME FOR KIDS	10/20/17		MW	0101-0002-0-4300-1130-1000-061	603.90
68 00253329	V68078014	TIME FOR KIDS	10/20/17		MW	0101-3010-0-4300-1110-1000-072	712.80
68 00253330	V68151273	TOWNSEND, DERIK & TAMARA	10/20/17		MW	0101-0724-0-5800-5001-3600-000	203.30
68 00253331	V68147429	TRANSTRAKS	10/20/17		MW	0101-0730-0-5800-1110-3600-000	6,072.50
68 00253331	V68147429	TRANSTRAKS	10/20/17		MW	0101-0724-0-5800-5001-3600-000	2,602.50
68 00253332	V68146161	TURNITIN	10/20/17		MW	0101-0010-0-5800-0000-2100-000	39,483.50
68 00253333	V68092820	UNITED PARCEL SERV	10/20/17		MW	0101-0000-0-5900-0000-7540-000	7,000.00
68 00253334	V68114339	UNITED STATES POSTAL SERVICE	10/20/17		MW	0101-0000-0-5900-0000-7540-000	30,000.00
68 00253335	V68149556	VAKILI, MIKE OR SHABNAM	10/20/17		MW	0101-0724-0-5800-5001-3600-000	443.41
68 00253336	V68019265	VISTA PAINT & WALLCOVERING	10/20/17		MW	0101-1100-0-4300-1140-4200-006	1,045.71
68 00253336	V68019265	VISTA PAINT & WALLCOVERING	10/20/17		MW	0101-8150-0-4500-0000-8110-000	2,369.06
68 00253337	V68156282	VOTAVA, JENNIFER	10/20/17		MW	0101-0004-0-4114-1180-1000-032	245.00
68 00253338	V68154160	WEST INTERACTIVE SERVICES CORP	10/20/17		MW	0101-0000-0-5800-0000-7700-000	57,753.00
68 00253339	V68155693	WUCETICH, PETER	10/20/17		MW	0101-0724-0-5800-5001-3600-000	511.90
SUBFUND 0101 Total:							10,948,443.86

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252589	V68113144	OPPORTUNITY FOR LEARNING	10/04/17		MW	0909-1400-0-8012-0000-0000-203	8,441.00
68 00252915	V68113144	OPPORTUNITY FOR LEARNING	10/11/17		MW	0909-0000-0-8011-0000-0000-203	62,101.35
68 00252915	V68113144	OPPORTUNITY FOR LEARNING	10/11/17		MW	0909-1100-0-8560-0000-0000-203	2,357.49
68 00252915	V68113144	OPPORTUNITY FOR LEARNING	10/11/17		MW	0909-6300-0-8560-0000-0000-203	2,545.03
68 00253205	V68113144	OPPORTUNITY FOR LEARNING	10/18/17		MW	0909-0000-0-8660-0000-0000-203	28.46
SUBFUND 0909 Total:							75,473.33

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252225	V68123713 DEPARTMENT OF SOCIAL SERVICES	09/27/17		MW	1212-6105-0-5800-0001-2700-000	3,484.80
68	00252225	V68123713 DEPARTMENT OF SOCIAL SERVICES	09/27/17		MW	1212-9145-0-5800-0001-2700-000	2,323.20
68	00252394	V68118653 COPE, MARY	09/29/17		MW	1212-6127-0-5213-0001-2700-000	18.73
68	00252395	V68066647 UNIVERSITY TRAINING CTR	09/29/17		MW	1212-6105-0-5800-0001-2700-000	2,400.00
68	00252395	V68066647 UNIVERSITY TRAINING CTR	09/29/17		MW	1212-9145-0-5800-0001-2700-000	1,600.00
68	00252396	V68151482 WATERS, LIZ	09/29/17		MW	1212-6105-0-5213-0001-2700-000	58.85
68	00252590	V68156168 Alejandro, Emiliano	10/04/17		MW	1212-9145-0-8673-0000-0000-000	314.63
68	00252591	V68156171 Brenon, Bruce	10/04/17		MW	1212-9145-0-8673-0000-0000-000	1,605.00
68	00252592	V68156175 Carpenter, Sabrina	10/04/17		MW	1212-9145-0-8673-0000-0000-000	597.72
68	00252593	V68156173 Conner, Mark	10/04/17		MW	1212-9145-0-8673-0000-0000-000	1,065.52
68	00252594	V68156167 Fedderson, Melinda	10/04/17		MW	1212-9145-0-8673-0000-0000-000	485.52
68	00252595	V68156172 Griffard, Chase and Natalia	10/04/17		MW	1212-9145-0-8673-0000-0000-000	389.20
68	00252596	V68156176 Massar, Denise	10/04/17		MW	1212-9145-0-8673-0000-0000-000	557.34
68	00252597	V68156177 Miller, Bode	10/04/17		MW	1212-9145-0-8673-0000-0000-000	400.00
68	00252598	V68156174 Poore, Erin	10/04/17		MW	1212-9145-0-8673-0000-0000-000	177.72
68	00252599	V68156169 Schubert, Lisa	10/04/17		MW	1212-9145-0-8673-0000-0000-000	218.10
68	00252600	V68156170 Speron, Eric and Courtney	10/04/17		MW	1212-9145-0-8673-0000-0000-000	465.52
68	00252601	V68007162 STAPLES ADVANTAGE	10/04/17		MW	1212-5025-0-4500-0001-2700-000	45.79
68	00252601	V68007162 STAPLES ADVANTAGE	10/04/17		MW	1212-9145-0-4500-0001-2700-000	30.54
68	00252602	V68101017 WAL MART L.N.	10/04/17		MW	1212-9145-0-4300-0001-1000-000	138.98
68	00252820	V68155889 Cawthron, Nicole	10/06/17		MW	1212-9145-0-8673-0000-0000-000	1,470.00
68	00252821	V68149467 DAGARIN, JEAN-MARI	10/06/17		MW	1212-9145-0-5213-0001-2700-000	207.58
68	00252822	V68155890 Vang, Lang	10/06/17		MW	1212-9145-0-8673-0000-0000-000	420.00
68	00252916	V68049480 LAKESHORE LEARNING MATERIALS	10/11/17		MW	1212-6105-0-4300-0001-1000-000	827.23
68	00252917	V68155296 Muniz, Irene	10/11/17		MW	1212-6105-0-4500-0001-1000-000	26.88
68	00253050	V68156224 Tucker, Greta	10/13/17		MW	1212-9145-0-8673-0000-0000-000	1,722.12
68	00253206	V68118653 COPE, MARY	10/18/17		MW	1212-6127-0-5213-0001-2700-000	124.12
68	00253207	V68105766 HARMAN, NANCY	10/18/17		MW	1212-6127-0-5213-0001-2700-000	136.96
68	00253208	V68152997 LEE, KATHERINE	10/18/17		MW	1212-9145-0-8673-0000-0000-000	813.12
68	00253209	V68156245 MOTAMENI, AMIN	10/18/17		MW	1212-9145-0-8673-0000-0000-000	2,509.50
68	00253210	V68156254 MUNIZ, MARIA	10/18/17		MW	1212-6105-0-4500-0001-1000-000	26.88
68	00253211	V68083350 SMART & FINAL ***SCHOOL SITES**	10/18/17		MW	1212-9145-0-4300-0001-1000-000	47.11
68	00253340	V68156171 Brenon, Bruce	10/20/17		MW	1212-9145-0-8673-0000-0000-000	1,605.00

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253341	V68084770	SOUTHWEST SCHOOL SUPPLY	10/20/17		MW	1212-6105-0-4300-0001-1000-000	310.01
SUBFUND 1212 Total:							26,623.67

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-021	3,298.75
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-022	1,341.25
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-023	1,450.00
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-024	1,674.75
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4716-0000-3700-024	340.75
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-025	1,551.50
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-026	1,051.25
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-027	1,326.25
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-028	1,370.25
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-029	1,377.50
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-030	674.25
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-031	456.75
68	00252101	V68130403 DOMINO S PIZZA	09/22/17		MW	1313-5310-0-4711-0000-3700-032	522.00
68	00252102	V68141930 GALASSO S BAKERY	09/22/17		MW	1313-5310-0-9510-0000-0000-000	3,363.29
68	00252103	V68130111 INDUSTRIAL ELECTRIC SERVICE	09/22/17		MW	1313-5310-0-5672-0000-3700-000	1,136.83
68	00252103	V68130111 INDUSTRIAL ELECTRIC SERVICE	09/22/17		MW	1313-5310-0-5672-0000-3700-001	847.69
68	00252103	V68130111 INDUSTRIAL ELECTRIC SERVICE	09/22/17		MW	1313-5310-0-5672-0000-3700-028	300.25
68	00252104	V68156096 Magana, Irene	09/22/17		MW	1313-9700-0-9651-0000-0000-000	8.00
68	00252105	V68145531 MILLER MECHANICAL	09/22/17		MW	1313-5310-0-9510-0000-0000-000	327.43
68	00252106	V68155758 REFRIGERATION CONTROL COMPANY	09/22/17		MW	1313-5310-0-5671-0000-3700-000	1,240.09
68	00252106	V68155758 REFRIGERATION CONTROL COMPANY	09/22/17		MW	1313-5310-0-5671-0000-3700-004	187.48
68	00252107	V68156101 Tolliver, Harry	09/22/17		MW	1313-9700-0-9651-0000-0000-000	94.50
68	00252108	V68156095 Vo, Kelly	09/22/17		MW	1313-9700-0-9651-0000-0000-000	200.00
68	00252226	V68156053 Alstatt, Evgenlya	09/27/17		MW	1313-9700-0-9651-0000-0000-000	97.25
68	00252227	V68130111 INDUSTRIAL ELECTRIC SERVICE	09/27/17		MW	1313-5310-0-5672-0000-3700-024	2,172.01
68	00252228	V68156120 Koenigshofer, Kenneth	09/27/17		MW	1313-9700-0-9653-0000-0000-003	93.50
68	00252229	V68130063 OFFICE DEPOT	09/27/17		MW	1313-5310-0-4570-0000-3700-000	525.24
68	00252230	V68155758 REFRIGERATION CONTROL COMPANY	09/27/17		MW	1313-5310-0-5671-0000-3700-000	1,765.66
68	00252230	V68155758 REFRIGERATION CONTROL COMPANY	09/27/17		MW	1313-5310-0-5671-0000-3700-022	694.16
68	00252231	V68156121 Scott, Kris	09/27/17		MW	1313-9700-0-9652-0000-0000-022	464.10
68	00252232	V68130073 SMART & FINAL	09/27/17		MW	1313-5310-0-4716-0000-3700-000	117.19
68	00252233	V68148264 VERIZON WIRELESS	09/27/17		MW	1313-5310-0-5900-0000-3700-000	23.54
68	00252397	V68130535 CDW GOVERNMENT INC.	09/29/17		MW	1313-5310-0-4470-0000-3700-000	257.54

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252398	V68156132 Jones, Kimberly	09/29/17		MW	1313-9700-0-9651-0000-0000-000	82.75
68	00252399	V68156133 Manginella, Stephanie	09/29/17		MW	1313-9700-0-9651-0000-0000-000	300.00
68	00252400	V68130063 OFFICE DEPOT	09/29/17		MW	1313-5310-0-4570-0000-3700-000	66.54
68	00252401	V68155758 REFRIGERATION CONTROL COMPANY	09/29/17		MW	1313-5310-0-5671-0000-3700-000	813.84
68	00252401	V68155758 REFRIGERATION CONTROL COMPANY	09/29/17		MW	1313-5310-0-5671-0000-3700-025	638.22
68	00252401	V68155758 REFRIGERATION CONTROL COMPANY	09/29/17		MW	1313-5310-0-5671-0000-3700-026	689.08
68	00252428	V68141202 NOSAJ DISPOSABLES INCORPORATED	10/03/17		MW	1313-5310-0-9510-0000-0000-000	1,961.05
68	00252428	V68141202 NOSAJ DISPOSABLES INCORPORATED	10/03/17		MW	1313-5310-0-4717-0000-3700-000	1,961.05
68	00252603	V68141623 BARAJAS, DELIA	10/04/17		MW	1313-5310-0-9510-0000-0000-000	58.85
68	00252604	V68130040 ECOLAB PEST ELIMINATION	10/04/17		MW	1313-5310-0-9510-0000-0000-000	1,095.01
68	00252605	V68148667 INDIGO BRIDGE TECHNOLOGIES LLC	10/04/17		MW	1313-5310-0-9510-0000-0000-000	1,577.48
68	00252606	V68144780 MOORE , SANDIE	10/04/17		MW	1313-5310-0-9510-0000-0000-000	27.29
68	00252607	V68155758 REFRIGERATION CONTROL COMPANY	10/04/17		MW	1313-5310-0-9510-0000-0000-000	1,501.34
68	00252608	V68102018 SYSCO RIVERSIDE INC.	10/04/17		MW	1313-5310-0-9510-0000-0000-000	175.47
68	00252609	V68152907 The Happy Chef, Inc.	10/04/17		MW	1313-5310-0-9510-0000-0000-000	1,842.40
68	00252823	V68130403 DOMINO S PIZZA	10/06/17		MW	1313-5310-0-9510-0000-0000-000	18,088.75
68	00252824	V68141930 GALASSO S BAKERY	10/06/17		MW	1313-5310-0-9510-0000-0000-000	7,390.96
68	00252825	V68130063 OFFICE DEPOT	10/06/17		MW	1313-5310-0-9510-0000-0000-000	207.46
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-4470-0000-3700-000	10.00
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-4570-0000-3700-000	41.93
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5213-0000-3700-000	74.02
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5874-0000-3700-000	162.99
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5882-0000-3700-000	34.76
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-4570-0000-3700-000	87.01
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5874-0000-3700-000	40.00
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-4716-0000-3700-000	8.98
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5213-0000-3700-003	16.49
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5874-0000-3700-003	7.99
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-4472-0000-3700-004	5.37
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-4472-0000-3700-022	2.68
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5213-0000-3700-022	6.36
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-5213-0000-3700-029	16.96
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-5310-0-4570-0000-3700-032	14.22

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252826	V68153003 Petty Cash	10/06/17		MW	1313-9700-0-9653-0000-0000-005	9.50
68	00252827	V68154720 VALLEY FRUIT AND PRODUCE CO.	10/06/17		MW	1313-5310-0-9510-0000-0000-000	15,078.24
68	00252838	V68116688 P & R PAPER SUPPLY CO	10/09/17		MW	1313-5310-0-9510-0000-0000-000	16,804.00
68	00252918	V68120033 BOYD COFFEE COMPANY	10/11/17		MW	1313-5310-0-9510-0000-0000-000	243.12
68	00252919	V68145318 BRINKS INC.	10/11/17		MW	1313-5310-0-9510-0000-0000-000	434.92
68	00252920	V68130047 HOLLANDIA DAIRY INC.	10/11/17		MW	1313-5310-0-9510-0000-0000-000	50,187.78
68	00252921	V68148667 INDIGO BRIDGE TECHNOLOGIES LLC	10/11/17		MW	1313-5310-0-4470-0000-3700-000	16,108.63
68	00252922	V68156214 Matthews, Michelle	10/11/17		MW	1313-9700-0-9653-0000-0000-003	180.25
68	00252923	V68156215 McCullough, Cheri	10/11/17		MW	1313-9700-0-9651-0000-0000-000	31.50
68	00252924	V68156212 Medina, Laura	10/11/17		MW	1313-9700-0-9652-0000-0000-024	76.25
68	00252925	V68155758 REFRIGERATION CONTROL COMPANY	10/11/17		MW	1313-5310-0-9510-0000-0000-000	551.89
68	00252926	V68130073 SMART & FINAL	10/11/17		MW	1313-5310-0-4714-0000-3700-000	9.56
68	00252926	V68130073 SMART & FINAL	10/11/17		MW	1313-5310-0-4716-0000-3700-000	172.50
68	00252927	V68102018 SYSCO RIVERSIDE INC.	10/11/17		MW	1313-5310-0-4574-0000-3700-000	-9.12
68	00252927	V68102018 SYSCO RIVERSIDE INC.	10/11/17		MW	1313-5310-0-4714-0000-3700-000	774.80
68	00252928	V68156213 Yount, Nannette	10/11/17		MW	1313-9700-0-9652-0000-0000-030	175.00
68	00253051	V68130127 PLASTIC PACKAGE INC.	10/13/17		MW	1313-5310-0-4717-0000-3700-000	7,230.60
68	00253052	V68155758 REFRIGERATION CONTROL COMPANY	10/13/17		MW	1313-5310-0-5671-0000-3700-000	2,429.91
68	00253053	V68130073 SMART & FINAL	10/13/17		MW	1313-5310-0-4716-0000-3700-000	28.74
68	00253054	V68144966 THE PLATINUM PACKAGING GROUP	10/13/17		MW	1313-5310-0-4717-0000-3700-000	16,109.63
68	00253055	V68130474 ZAMARRIPA, LORENA	10/13/17		MW	1313-5310-0-9510-0000-0000-000	59.92
68	00253212	V68153318 FOOD SAFETY SYSTEMS	10/18/17		MW	1313-5310-0-5874-0000-3700-000	8,400.00
68	00253213	V68130063 OFFICE DEPOT	10/18/17		MW	1313-5310-0-9510-0000-0000-000	88.06
68	00253214	V68130073 SMART & FINAL	10/18/17		MW	1313-5310-0-5882-0000-3700-000	30.97
68	00253214	V68130073 SMART & FINAL	10/18/17		MW	1313-5310-0-4716-0000-3700-000	202.13
68	00253342	V68156279 Black, Glen	10/20/17		MW	1313-9700-0-9653-0000-0000-001	238.75
68	00253343	V68130403 DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-021	3,422.00
68	00253343	V68130403 DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-022	1,457.25
68	00253343	V68130403 DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-023	1,544.25
68	00253343	V68130403 DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-024	1,899.50
68	00253343	V68130403 DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-025	1,863.25
68	00253343	V68130403 DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-026	1,232.50
68	00253343	V68130403 DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-027	1,486.25

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00253343	V68130403	DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-028	1,740.00
68 00253343	V68130403	DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-029	1,573.25
68 00253343	V68130403	DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-030	725.00
68 00253343	V68130403	DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-031	529.25
68 00253343	V68130403	DOMINO S PIZZA	10/20/17		MW	1313-5310-0-4711-0000-3700-032	558.25
68 00253344	V68156274	Forcier, Anthony	10/20/17		MW	1313-9700-0-9653-0000-0000-001	182.25
68 00253345	V68156271	Gross, Yoshie	10/20/17		MW	1313-9700-0-9653-0000-0000-004	0.28
68 00253345	V68156271	Gross, Yoshie	10/20/17		MW	1313-9700-0-9653-0000-0000-018	45.75
68 00253346	V68156278	Hojjatpanah, Banafsheh	10/20/17		MW	1313-9700-0-9651-0000-0000-000	420.00
68 00253347	V68156273	Ma, Changchun	10/20/17		MW	1313-9700-0-9653-0000-0000-004	127.10
68 00253348	V68156260	Namazi, Ali	10/20/17		MW	1313-9700-0-9651-0000-0000-000	3.25
68 00253349	V68156277	Nielsen, Bonny	10/20/17		MW	1313-9700-0-9653-0000-0000-004	117.00
68 00253350	V68156275	Nuce, Vinh	10/20/17		MW	1313-9700-0-9651-0000-0000-000	133.75
68 00253351	V68130063	OFFICE DEPOT	10/20/17		MW	1313-5310-0-4570-0000-3700-000	83.96
68 00253352	V68154992	Saporito, Debra	10/20/17		MW	1313-9700-0-9652-0000-0000-024	106.75
68 00253353	V68130073	SMART & FINAL	10/20/17		MW	1313-5310-0-4716-0000-3700-000	127.10
68 00253354	V68156272	Warren, Tiffany	10/20/17		MW	1313-9700-0-9651-0000-0000-000	34.00
SUBFUND 1313 Total:							224,417.77

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252429	V68155176	KITCHHELL CEM	10/03/17		MW	1414-6205-0-6200-0000-8500-000	249,136.64
68 00252610	V68155657	Boss Graphics Inc	10/04/17		MW	1414-6205-0-5600-0000-8500-018	3,975.00
68 00252611	V68155665	EHP Solutions	10/04/17		MW	1414-6205-0-4405-0000-8500-000	2,855.38
68 00252929	V68024000	CULVER-NEWLIN	10/11/17		MW	1414-6205-0-4500-0000-8500-003	16,527.77
68 00252947	V68150658	WARDS MEDIA TECH	10/12/17		MW	1414-6205-0-5600-0000-8500-000	11,777.91
SUBFUND 1414 Total:							284,272.70

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68	00252612	V68141584 WLC ARCHITECTS INC	10/04/17		MW	2123-9802-0-6210-0000-8500-000	8,090.00
SUBFUND 2123 Total:							8,090.00

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252109	V68155599	American Business Bank	09/22/17		MW	2525-9806-0-6200-0000-8500-033	104,512.50
68 00252110	V68142564	PAUL C MILLER CONSTRUCTION CO	09/22/17		MW	2525-9803-0-6270-0000-8500-005	46,414.73
68 00252110	V68142564	PAUL C MILLER CONSTRUCTION CO	09/22/17		MW	2525-9901-0-6270-0000-8500-005	182,088.53
68 00252111	V68153379	R. JENSEN CO INC	09/22/17		MW	2525-9803-0-6200-0000-8500-202	25,650.00
68 00252112	V68041137	STRAUB CONSTRUCTION INC	09/22/17		MW	2525-9806-0-6200-0000-8500-033	1,985,737.50
68 00252132	V68153470	KOURY ENGINEERING & TESTING	09/25/17		MW	2525-9806-0-6200-0000-8500-033	3,732.20
68 00252252	V68122820	HMC	09/28/17		MW	2525-9803-0-6200-0000-8500-003	19,263.07
68 00252253	V68145791	KNOWLAND CONSTRUCTION SERVICES	09/28/17		MW	2525-9803-0-6200-0000-8500-003	15,895.00
68 00252254	V68153470	KOURY ENGINEERING & TESTING	09/28/17		MW	2525-9803-0-6290-0000-8500-006	4,027.76
68 00252255	V68066514	NMG GEOTECHNICAL INC	09/28/17		MW	2525-9806-0-6150-0000-8500-033	5,228.10
68 00252255	V68066514	NMG GEOTECHNICAL INC	09/28/17		MW	2525-9901-0-6270-0000-8500-005	7,780.80
68 00252256	V68141584	WLC ARCHITECTS INC	09/28/17		MW	2525-9803-0-6200-0000-8500-202	15,000.00
68 00252402	V68145940	NINYO & MOORE GEOTECHNICAL &	09/29/17		MW	2525-9803-0-6200-0000-8500-202	1,822.00
68 00252430	V68145940	NINYO & MOORE GEOTECHNICAL &	10/03/17		MW	2525-9803-0-6290-0000-8500-003	7,684.75
68 00252430	V68145940	NINYO & MOORE GEOTECHNICAL &	10/03/17		MW	2525-9803-0-6290-0000-8500-005	14,882.25
68 00252613	V68122820	HMC	10/04/17		MW	2525-9803-0-6210-0000-8500-033	20,296.35
68 00252614	V68154769	SWCA INCORPORATED DBA	10/04/17		MW	2525-9803-0-6290-0000-8500-003	35.50
68 00252726	V68153470	KOURY ENGINEERING & TESTING	10/05/17		MW	2525-9806-0-6200-0000-8500-033	22,864.40
68 00252930	V68079541	SCHOOL FACILITY CONSULTANTS	10/11/17		MW	2525-9803-0-5800-0000-8500-000	1,350.00
68 00252931	V68063693	STEWART AND ASSOC INC	10/11/17		MW	2525-9803-0-5800-0000-8500-000	13,207.25
68 00252948	V68155213	AW INDUSTRIES	10/12/17		MW	2525-9803-0-6290-0000-8500-005	9,710.40
68 00252948	V68155213	AW INDUSTRIES	10/12/17		MW	2525-9806-0-6200-0000-8500-033	27,480.00
68 00252948	V68155213	AW INDUSTRIES	10/12/17		MW	2525-9901-0-6290-0000-8500-005	2,475.20
68 00252949	V68123679	PACIFIC PLUMBING COMPANY OF	10/12/17		MW	2525-9803-0-5800-0000-8500-000	5,488.11
68 00253056	V68145791	KNOWLAND CONSTRUCTION SERVICES	10/13/17		MW	2525-9803-0-6200-0000-8500-003	15,788.75
68 00253057	V68150282	SILVER CREEK INDUSTRIES INC	10/13/17		MW	2525-9803-0-6200-0000-8500-202	82,065.18
SUBFUND 2525 Total:							2,640,480.33

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252113	V68142564	PAUL C MILLER CONSTRUCTION CO	09/22/17		MW	4040-9441-0-6270-0000-8500-005	128,533.08
68 00252257	V68122820	HMC	09/28/17		MW	4040-9881-0-6210-0000-8500-005	352.00
68 00252932	V68106764	CDW/G Inc	10/11/17		MW	4040-9804-0-6200-0000-8500-003	700.38
68 00252950	V68155213	AW INDUSTRIES	10/12/17		MW	4040-9441-0-6290-0000-8500-005	6,854.40
68 00253355	V68024000	CULVER-NEWLIN	10/20/17		MW	4040-9804-0-6400-0000-8500-003	98,363.92
68 00253356	V68122820	HMC	10/20/17		MW	4040-9881-0-6210-0000-8500-005	138.41
SUBFUND 4040 Total:							234,942.19

CAPISTRANO USD
Consolidated Check Register w. Account
from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252234	V68122828	CORVEL ENTERPRISE COMP INC	09/27/17		MW	6768-0000-0-9516-0000-0000-000	142,987.13
68 00252234	V68122828	CORVEL ENTERPRISE COMP INC	09/27/17		MW	6768-0000-0-5800-0000-6000-000	8,465.84
68 00252235	V68059998	KEENAN & ASSOCIATES	09/27/17		MW	6768-0000-0-5800-0000-6000-000	11,677.00
68 00252615	V68028870	OFFICE DEPOT	10/04/17		MW	6768-0000-0-4500-0000-6000-000	9.32
68 00252616	V68007162	STAPLES ADVANTAGE	10/04/17		MW	6768-0000-0-4500-0000-6000-000	120.68
68 00252933	V68028870	OFFICE DEPOT	10/11/17		MW	6768-0000-0-4500-0000-6000-000	20.15
68 00253215	V68122828	CORVEL ENTERPRISE COMP INC	10/18/17		MW	6768-0000-0-9516-0000-0000-000	139,402.32
68 00253215	V68122828	CORVEL ENTERPRISE COMP INC	10/18/17		MW	6768-0000-0-5800-0000-6000-000	13,910.88
SUBFUND 6768 Total:							316,593.32

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252236	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	09/27/17		MW	6769-0000-0-5800-0000-6000-000	59,466.17
68 00252237	V68150703	MEBA C/O	09/27/17		MW	6769-0000-0-5800-0000-6000-000	3,853,045.65
68 00252238	V68108171	STROUD, KEITH R	09/27/17		MW	6769-0000-0-5800-0000-6000-000	903.00
68 00252617	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	10/04/17		MW	6769-0000-0-8660-0000-0000-000	3.60
68 00252617	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	10/04/17		MW	6769-0000-0-5800-0000-6000-000	52,810.45
68 00252618	V68028870	OFFICE DEPOT	10/04/17		MW	6769-0000-0-4500-0000-6000-000	9.03
68 00252828	V68043026	CIGNA	10/06/17		MW	6769-0000-0-5800-0000-6000-000	16,227.65
68 00252828	V68043026	CIGNA	10/06/17		MW	6769-0000-0-5800-0000-6000-000	25,900.02
68 00252829	V68059949	UNUM	10/06/17		MW	6769-0000-0-5800-0000-6000-000	13,158.18
68 00252934	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	10/11/17		MW	6769-0000-0-5800-0000-6000-000	68,619.93
68 00252935	V68028870	OFFICE DEPOT	10/11/17		MW	6769-0000-0-4500-0000-6000-000	19.55
68 00253058	V68108171	STROUD, KEITH R	10/13/17		MW	6769-0000-0-5800-0000-6000-000	301.00
68 00253216	V68120141	CAPISTRANO UNIFIED SCHOOL DIST	10/18/17		MW	6769-0000-0-5800-0000-6000-000	57,336.10
68 00253357	V68151089	SHERMAN, ROCKY	10/20/17		MW	6769-0000-0-8674-0000-0000-000	37.06
SUBFUND 6769 Total:							4,147,837.39

CAPISTRANO USD
Consolidated Check Register w. Account
 from 9/21/2017 to 10/20/2017

Check	Payee ID	Payee Name	Check Date	Cancel Date	Type	Account	Check Amount
68 00252239	V68030155	ORANGE COUNTY HEALTH AGENCY	09/27/17		MW	6770-0000-0-5800-0000-6000-000	1,453.00
68 00252619	V68151411	CAPISTRANO USD	10/04/17		MW	6770-0000-0-9516-0000-0000-000	60,938.35
68 00252620	V68028870	OFFICE DEPOT	10/04/17		MW	6770-0000-0-4500-0000-6000-000	9.04
68 00252936	V68028870	OFFICE DEPOT	10/11/17		MW	6770-0000-0-4500-0000-6000-000	19.55
68 00253217	V68151411	CAPISTRANO USD	10/18/17		MW	6770-0000-0-9516-0000-0000-000	20,810.92
SUBFUND 6770 Total:							83,230.86
Grand Total:							18,990,405.42

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Above All Names Construction Services, Incorporated	Bid No. 1617-11, Concrete Repairs & Maintenance	3/8/2017
American Logistics Co., LLC	Bid No. 1718-08, Outsource Transportation Services	7/26/2017
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET, Inc.	RFP No. 1-1718 - E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 2	4/19/2017
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Arizona Continental Flooring Co.	California Multiple Award Schedule (CMAS) Contract Nos. 4-15-56-0059A and 4-08-72-0003G for Flooring Material and Related Services	4/19/2017
ASSI Security	California Multiple Award Schedule (CMAS) Contract No. 4-16-84-0054A, Provides for the Purchase, Installation, and Warranty of Access Control Systems and Related Componets	12/14/2016
ATI Architects and Engineers	RFP NO. 4-1617 - Architectural Services	4/19/2017
A-Z Bus Sales, Inc.	Waterford Unified School District Piggyback Bid No. 01/17 for the Purchase of School Buses	3/22/2017
Ben's Asphalt, Inc.	Bid No. 1516-25 Asphalt Paving, Seal coating and Repair	5/11/2016
Ben's Asphalt, Inc.	Bid No. 1617-11, Concrete Repairs & Maintenance	3/8/2017
Blue Violet Networks, LLC	California Multiple Award Schedule (CMAS) Contract No. 3-16-84-0052A, Supplement No. 1 for Purchase and Warranty of Video Surveillance Hardward, Maintenance, Software and Software Maintenance as a Product	11/16/2016
California Western Visuals	California Multiple Award Schedule (CMAS) Contract No. 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive White Boards Hardware and Software	6/12/2013
Carahsoft Technology Corp.	California Multiple Award Schedule (CMAS) Contract No. 3-12-70-2247E for Various Information Technology Goods and Services	4/19/2017
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
Certified Transportation Services, Inc.	Bid No. 1516-14 Co-Curricular Bus Service	12/9/2015
Charter Facilities Agreement for 2017-2018 - Orange County Academy of Sciences and Arts	OCASA will occupy the lower portion of Crown Valley Elementary School in the 2017-2018 School Year	6/28/2017
Consolidated Electrical Distributors, Inc	Bid No. 1718-01, Electrical Supplies and Materials	6/28/2017

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
ConvergeOne	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded SMARTNET, Without Maintenance and Project Management, Nexus and Firewall, and Nexus and Firewall Basic Maintenance	4/19/2017
Cox Business	RFP No. 1-1718 - E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 1	4/19/2017
Cox California Telcom, LLC	RFP No 2-1718, Telecommunications Services (VOICE)	6/28/2017
CR&R	Bid No. 1516-24 - Service to Collect, Recycle, and Dispose of Solid Waste District Wide	5/25/2016
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-15-78-0013E for Fitness Equipment and Park and Playground Equipment	10/14/2015
Davy Architects	RFQ No. 4-1617 - Architectural Services	4/19/2017
Dimension Data	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Information Technology Goods & Services	10/14/2015
Dominos Pizza	RFP No. 4-1718, Fresh Daily, Pre-baked Ready to Serve Delivered Pizza Service	8/23/2017
Downtown Ford Sales	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Downtown Ford Sales	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Downtown Ford Sales	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Elk Grove Auto Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Auto Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Auto Group	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Elk Grove Ford	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Ford	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
EMC Corporation	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MNWNC-109 for Information Technology Goods and Services As Needed	3/22/2017
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
Fred M. Boerner Motor Co.	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Freeway Toyota	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
GA Dominguez	Bid No. 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1718-10, Fresh Bread and Bakery Products	7/26/2017
Ghatoade Bannon Architects	RFP No. 4-1617 - Architectural Services	4/19/2017
Gilbert & Stearns, Inc.	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016
Gold Star Foods	Bid No. 1718-03, Frozen, Refrigerated, Processed Commodity, Dry Food and Beverage Products and Services	6/28/2017
Grand Pacific Charter	Bid No. 1516-14 - Co-Curricular Bus Service	12/9/2014
Hewlett Packard Company/Sigmanet Inc.	State of California Multiple Award Schedule (CMAS) Nos. 3-14-70-2486F and 3-15-70-2486E. #MNWNC115 for Information Techology Goods and Services As Needed	3/22/2017
HMC Architects	RFP No. 4-1617 - Architectural Services	4/19/2017
Hollandia Dairy	Bid No. 1617-19, Milk and Dairy Products	4/19/2017
Home Campus, Inc.	Service Contract To Provide District Student Athletes And School Administrators The Ability to Communication with California Interscholastic Federation.	7/26/2017
Illuminate Education, Inc.	RFP No. 8-1617 Assessment Delivery and Data Management System (ADDMS)	6/7/2017
JFK Transportation, Co., Inc.	Bid No. 1516-14 - Co-Curricular Bus Service	12/9/2014
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016
LPA, Inc	RFP No. 4-1617 - Architectural Services	4/19/2017
MGPA Architecture	RFP No. 4-1617 - Architectural Services	4/19/2017
Mohawk Commercial, Incorp	State of California Multiple Award Schedule (CMAS), Contract No. 4-13-72-0039C For The Purchase, Warranty And Installation Of Floor Covering and Related Products	7/26/2017

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Mobile Communications Repair	Bid No. 1617-08, Two-Way Radio, Push To Talk & Ancillary Equipment & Related Support & Maintenance Services	6/28/2017
Nicole Miller & Associates, Inc.	RFP No. 7-1617 - Investigative Services	6/7/2017
Nigro & Nigro PC	RFP No. 2-1617 - Financial Auditing Services	3/22/2017
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
PBK Architects	RFQ No. 4-1617 - Architectural Services	4/19/2017
PJHM Architects, Inc.	RFP No. 4-1617 - Architectural Services	4/19/2017
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1516-03, Plumbing Services	6/22/2016
Paragon	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded Category 2	4/19/2017
Pinnacle Petroleum Inc.	Newport Mesa USD Bid No. 108-16: Fuel (Gasoline and Diesel)	10/26/2016
Prime Painting Contractors, Inc.	Bid No. 1718-02, Painting and Other Coating Services	6/28/2017
Progressive Design Playgrounds	0023A for Playground and Outdoor Equipment and Related Services	3/22/2017
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Refrigeration Control Co Inc.	Bid No. 1718-09, Refrigeration and Ice Machine Equipment Repair Service and Preventative Maintenance Services	9/13/2018
Riverview International	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Robertson Industries, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-11-78-0003C for Playground Surfacing and Related Services	4/19/2017
SASCO	California Multiple Award Schedule Contract No. 3-14-70-2535C for Telecommunications Hardware and Related Services	4/19/2017
School Loop	RFP No. 3-1617 - Learning Management System. Software and Services to Support Course Management and a Virtual Learning Environment	4/19/2017
2nd Gear/Insight Systems Exchange	Refurbished Computers	10/28/2015
Selma Nissan	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Selma Nissan	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Selma Nissan	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2015
Southwest School Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies	2/24/2016
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Spicers Paper, Inc.	Piggyback - Anaheim Union High School District Bid No. 2016-09, Multipurpose Copy Paper	6/28/2017
Student Transportation Services	Services Between the Orange County School Districts to Provide Cooperative Transportation Services During Peak Demand Periods	6/7/2017
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
Val-Pro, Inc., dba Valley Fruit & Produce Co.	Bid No 1617-05, Fresh Produce (Fruits & Vegetables) Produces and Services	9/28/2016
Vector Resources, Inc.	California Multiple Award Schedule (CMAS) Contract Nos. 3-08-70-0876Y, 3-11-70-0876AG, 3-13-70-0876AL, 3-15-70-0876AM, 3-15-84-0018B, 3-16-70-2382B, 3-11-70-0876AK, 03-01-70-0879H, 03-08-70-0876W and 3-16-84-0018C, General Services Administration Schedule Nos. GS-35F-0505U, GS-35F-0563U, GS-35F-0308U, GS-35F-0511T, GS-07F-0206W, GS-35F-183DA, GS-35F-0143R, GS-35F-4748G, GS-35F-0814N and GS-07F-0200W Respectively, Information Technology Goods and Services	12/14/2016
Vector USA	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018. Awarded Category 2	4/19/2017
Waterline Technologies, Inc	Los Angeles Unified School District Bid Contract No 4400003040 for Swimming Pool Chemicals	7/22/2015
Weatherproofing Technologies	1516-08 Districtwide Roof Assessments & Preventative Roof Maintenance	9/9/2015
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
Winner Chevrolet	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Winner Chevrolet	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
WLC Architect	RFP No. 4-1617 - Architectural Services	4/19/2017

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

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
Wondries Fleet Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	8/17/2016
Wondries Fleet Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
X-Act Technology Solutions Incorp	1617-07, Electrical, Fire Protection & Low Voltage Systems Service	12/14/2016

VENDOR PAYMENTS OVER 250K AS OF 10/20/17**2017-18**

Vendor Name	Total Dollar Amount
ASCIP	2,163,682.00
BENCHMARK EDUCATION COMPANY	558,486.67
CAPISTRANO CONNECTIONS ACADEMY	8,090,594.00
CAPISTRANO UNIFIED SCHOOL DIST	1,098,854.51
CDWG Inc	423,836.10
COLLEGE AND CAREER ADVANTAGE	1,766,000.00
COMMUNITY ROOTS ACADEMY	1,257,191.00
CORVEL ENTERPRISE COMP INC	864,345.41
CULVER-NEWLIN	428,152.85
HOUGHTON MIFFLIN CO	2,390,190.93
JOURNEY CHARTER SCHOOL	878,539.00
KITCHELL CEM	423,887.33
MCGRAW-HILL SCHOOL EDUCATION	1,803,127.77
MEBA C/O	16,463,549.70
OPPORTUNITY FOR LEARNING	873,134.52
ORANGE COUNTY ACADEMY OF	611,408.00
ORANGE COUNTY DEPT OF EDUC	2,693,157.85
OXFORD ACADEMY	1,589,546.00
PAUL C MILLER CONSTRUCTION CO	729,656.95
PDPLAY	349,500.00
PEARSON EDUCATION INC	637,581.56
R. JENSEN CO INC	343,822.44
RANESCO	676,669.98
SAN DIEGO GAS & ELECTRIC	3,203,273.62
SIGMANET	967,827.35
SOUTHERN CALIFORNIA EDISON	728,060.73
STRAUB CONSTRUCTION INC	3,528,585.00
XEROX CORPORATION	702,417.02

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Josh Readman, Supervisor, Purchasing

Date: November 8, 2017

Board Item: Independent Contractor, Professional Services, Field Service and Master Contract Agreements

HISTORY

Education Code §§ 17604 and 17605 allow the Board of Trustees to delegate certain authority to District staff and pursuant to Resolution No. 1112-12, adopted on September 12, 2011, the Board delegated authority to the Deputy Superintendent, Business and Support Services, Executive Director, Fiscal Services and the Director, Purchasing the authority to sign and execute all contracts.

Education Code § 17605 requires all delegated transactions entered into by delegated staff be reviewed by the governing board every 60 days.

BACKGROUND INFORMATION

Independent Contractor, Professional Services, Field Service, and Master Contract Agreements are standard District template contracts, which have been reviewed by independent District legal counsel. The Purchasing and Contracts department prepares contracts, utilizing the appropriate contract form for the type of service requested and submits the contract, less the standard terms and conditions for Board consideration and approval. The standard terms and conditions for every type of contract are posted on the Purchasing website for public viewing and efficiency purposes to reduce the size of the Board agenda. A contract listing summary is provided for ease of review and information; however, the Board is requested to approve the actual contract included in the agenda item, not the summary itself.

CURRENT CONSIDERATIONS

Each contract, at a minimum, includes the rate(s) of services, scope of work to be provided, and term of the agreement.

FINANCIAL IMPLICATIONS

Each contract varies to the financial cost, depending on need and availability of funding.

STAFF RECOMMENDATION

It is recommended the Board approve and/or ratify all contracts submitted for consideration.

PREPARED BY: Josh Readman, Supervisor, Purchasing

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

NOVEMBER 8, 2017 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

New Agreements

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
PSA	1718142	Special Education	Michigan Braille Transcribing Fund, Incorporated	Provide braille transcription services for District visually impaired students	7-1-17 to 6-30-18	\$4,000.00
PSA	1718143	Special Education	Natasha Irene Adamo	Provide psycho-educational/neuropsychological assessments for District students	7-1-17 to 6-30-18	\$7,500.00
FSA	1718144	General Fund	KYA Services LLC	Provide labor and materials for R.H. Dana Elementary School flooring moisture testing project	9-6-17 to upon completion	\$38,167.93
ICA	1718145	General Fund	City of San Clemente	Provide recreation leaders for Halftime Happenings Program at Marblehead Elementary School	7-1-17 to 6-30-18	\$5,900.00
PSA	1718146	Child Development	Rhysa Giarre Moreno Suh, dba Rhysa Consulting Services	Provide mental health consultation services for District students	8-1-17 to 6-30-18	\$27,000.00
PSA	1718149	General Fund	Bergman Dacey Goldsmith, A Professional Law Corporation	Provide legal services	7-1-17 to 6-30-18	\$25,000.00
ICA	1718150	Title III	Parent Institute for Quality Education (PIQE)	Provide a 9-week parent training course for parents to address education needs of school-aged children	7-1-17 to 6-30-18	\$60,000.00
*MCA	1718151	Special Education	Fred Finch Youth Center CARES, Incorporated	Provide educational and behavioral support services for District students	7-1-17 to 6-30-18	\$20,000.00
ICA	1718152	General Fund	Pali Institute, Incorporated	Provide outdoor education program for District students	7-1-17 to 6-30-18	\$501,000.00
ICA	1718153	Title I	Katie Michelle Kohn	Provide small group and one-on-one instructional support	8-31-17 to 6-30-18	\$10,000.00
ICA	1718154	Food and Nutrition	Food Safety System	Provide service specifications, training plan, sanitation products, and related items	7-1-17 to 6-30-18	75,600.00
ICA	1718155	Title I	Maria A. Lee dba Apple Learning Company	Provide one-on-one tutoring for District students	10-1-17 to 6-30-18	\$67,200.00
PSA	1718156	Special Education	Perry Passaro, Ph.D.	Provide psycho-educational assessments for District students	7-1-17 to 6-30-18	\$25,000.00
PSA	1718157	Special Education	Hallway Group, Incorporated dba The Children's Therapy Center	Provide occupational therapy assessments for District students	7-1-17 to 6-30-18	\$5,000.00
*MCA	1718158	Special Education	Logan River Academy, LLC	Provide general education programs and special education instruction, residential and mental health services	10-1-17 to 6-30-18	\$100,000.00
ICA	1718160	General Fund	School Services of California, Incorporated	Provide services related to District collective bargaining negotiations	8-9-17 to 2-28-18	\$100,000.00

Total \$1,071,367.93

NOVEMBER 8, 2017 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

Amendments

TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	1718070	Special Education	Christine E. Hornak-Stein	Provide speech and language therapy to District students	Increase contract amount from \$5,000 to \$23,564	\$18,564.00
MCA	1718025	Special Education	Olive Crest Academy	Provide general education programs and special education instruction	Amend rates in accordance with OCDE approval	\$0.00
ICA	1718001	General Fund	Illuminate Education , Incorporated	Provide a comprehensive assessment delivery and data management system	Increase contract amount from \$224,000 to \$235,000	\$11,000.00
MCA	1718066	Special Education	Boys Town California, Incorporated	Provide residential and mental health services	Amend contract term to 7-31-2017	\$0.00
PSA	1718112	General Fund	Eric Hall and Associates LLC	Provide business and purchasing services	Increase contract amount from \$25,000 to \$40,000	\$15,000.00
PSA	1718126	General Fund	Public Economics, Incorporated	Provide special services and advice in financial, economic, facilities or administrative matters	Amend fee schedule	\$0.00
ICA	1617097	General Fund	Gayle Paride	Provide community outreach and support to Education Services	Extend contract term through June 30, 2018, without an increase to contract amount or additional services	\$0.00
Total						\$44,564.00

PSA - Professional Services Agreement

*MCA - Master Contract Agreement

FSA - Field Service Agreement

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



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

MICHIGAN BRAILLE TRANSCRIBING FUND, 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 **\$4,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2017 to June 30, 2018**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase 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: November 8, 2017

CONSULTANT

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

Email Address: _____
FEIN _____

Price Changes

Effective January 1, 2017



PRODUCTION BOOKS (original copy)

Music	60¢ per braille page plus 10% shipping/handling of final cost UEB 70¢ per braille page ...
Foreign Language	60¢ per braille page plus 10% shipping/handling of final cost UEB 70¢ per braille page ...
Nemeth	50¢ per braille page plus 10% shipping/handling of final cost UEB 60¢ per braille page ...
Literary	40¢ per braille page plus 10% shipping/handling of final cost UEB 50¢ per braille page ...
UEB Math	70¢ per braille page plus 10% shipping/handling of final cost

COMPLETED BOOKS

Music	50¢ per braille page (UEB 60¢ per braille page)
Foreign Language	50¢ per braille page (UEB 60¢ per braille page)
Nemeth	40¢ per braille page EBAE or UEB
Literary	30¢ per braille page EBAE or UEB
UEB Math	60¢ per braille page

COMPLETED BOOKS

Tactile Graphics Only Price
50¢ per graphic

UEB Math
Tactile Only Price
60¢ per graphic

(Total binding cost is based on
customer request for binding)

QUICK BRAILLE MATERIALS *

Pre-School thru High School

Original Page \$2.25 per braille page plus 10% shipping/handling of final cost

Governments, Nonprofits, & Universities

Original Page \$2.75 per braille page plus 10% shipping/handling of final cost

Commercial (for profit)

Original Page \$3.25 per braille page plus 10% shipping/handling of final cost

Music & Foreign Language (for all categories)

Original Page \$4.00 per braille page plus 10% shipping/handling of final cost

* Copies for all categories \$.60 per braille page

BINDING for all books \$1.00 per volume

PRINTING FEE (no book provided): .25¢ per page



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

NATASHA IRENE ADAMO

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 **\$7,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2017 to June 30, 2018**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

☒ 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: November 8, 2017

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____



Fees for Professional Services

UPDATED: September, 2017

SERVICE DESCRIPTION	RATE
Consultation	\$200 Hour
IEP Meeting Attendance	\$200 Hour
Counseling – Individual	\$150 Hour
Counseling – Group	\$80 Hour
Hearing Testimony/Witness Preparation	\$200 Hour

Assessments

Functional Behavioral Assessment

◊ Positive Behavior Intervention Plan (BIP) Not to Exceed \$5000

School Neuropsychological Evaluation (40+ Hours) Determined by Case
(observations, interviews & report)

Independent Educational Evaluation Not to Exceed \$6000
(observations, interviews, report, IEP attendance)

Natasha Adamo, Psy.D., LEP, ABSNP

Licensed Educational Psychologist #2867

28321 Las Cabos, Laguna Niguel, CA 92677

Phone: (949)491-3400 ◊ Email: natashapsych@aol.com



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS


Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Natasha Irene Adamo**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2017-2018 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

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

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

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Behavioral/Functional Behavior	Licensed Educational or Clinical Psychologist	Not to exceed \$4000
Social Emotional Assessment with Functional Behavior Assessment	Licensed Educational or Clinical Psychologist	Not to exceed \$4000


Consultant

9/22/17
Date

Received by:

District Representative

Date



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 9th day of November, by and between KYA Services LLC, 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 \$ 38,167.96 the following:

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

Field Service Agreement
Capistrano Unified School District

-1



COVER SHEET

PROPOSAL FROM KYA Services LLC

CA LICENCE # 984827 B + C15

CORPORATE OFFICE

Main Office & Gallery
1522 Brookhollow Dr. Suite
Santa Ana, CA 92705
Fax (714) 586-5526
Accounts (714) 659-6476
KYA (714) 659-6477

Northern Office & Gallery
3235 Sunrise Blvd, Suite 4
Rancho Cordova, CA 95742
KYA (916) 407-2855
Fax (916) 282-1304

OFFICE LOCATIONS

Orange County
Inland Empire
Palm Springs
Los Angeles
San Diego
Carlsbad
Riverside
Bakersfield
Central Valley
San Francisco
Sacramento

We service all counties in
California

Date: September 6, 2017

To: Capistrano Unified

Attn: Ted Norman

Phone: 949-234-9533

Pages: 6

Project Name: RH Dana ES Flooring Project (Moisture Test)

Proposal Number: 1-1-12317

Thank you for your continued interest in KYA Services LLC and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions, I look forward to being of assistance to you.

Sincerely,



Andrea Ivey
Regional Advisor

Cell: (619) 730-9073
E-mail: Andrea.Ivey@theKYAGroup.com
Tel: (714) 659-6475 | Fax: (714) 586-5526
Website: www.theKYAGroup.com
1522 Brookhollow Dr., Suite 3
Santa Ana, CA 92705



This is a legal agreement - please read carefully. Complete and initial all pages.

SCOPE OF WORK - PRICING

RH Dana ES Flooring Project (Moisture Test)	Quantity	U/M	Price	Value
Grind Floor, Edgegrind perimeter walls, supply & apply moisture seal.	7,047.00	SF	\$5.31	\$37,419.57
Bonding Fee	1.00	EA	\$748.39	\$748.39
Total Price				\$38,167.96

CONDITIONS AND WARRANTY

1) **Proposal:**

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) **Purchase:**

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) **Standard Exclusions:**

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) **Insurance Requirements:**

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) **Payment:**

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) **Lien Releases:**

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:**

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) **Manufacturing and Delivery:**

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

9) **Returned Product, Deposits and/ or Cancelled Order:**

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) **Concealed Conditions:**

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:**

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty; Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) **Indemnification:**

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) **Delegation: Subcontractors:**

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company



15) **Force Maieure: Impracticability:**

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) **Dispute Resolution:**

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) **Entire Agreement; No Reliance:**

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) **No Third-Party Beneficiaries:**

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) **Governing Law:**

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) **Assignment:**

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:	Signature:	<u>Andrea Ivey</u>
By: (Print)	By: (Print)	<u>Andrea Ivey</u>
Title:	Title:	<u>Regional Advisor</u>
Date:	Date:	<u>September 06, 2017</u>



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

CITY OF SAN CLEMENTE

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: **\$5,900.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2017 through June 30, 2018** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

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

Email Address: _____
FEIN: _____



City of San Clemente Beaches, Parks & Recreation

100 N. Calle Seville, San Clemente, CA 92672

Phone: (949) 429-8730 Fax: (949) 429-8764

Website: www.san-clemente.org/recreation



The following options are based on 35 weeks of school which would begin the week of October 2, 2017:

- **Option A**

- 2 Recreation Leaders, 3 visits per week (122.5 hours)

- 1 Recreation Specialist, (15 hours)

- Total: **\$4,012.51**

- **Option B (Marblehead chose this option)**

- 2 Recreation Leaders, 3 visits per week (157.5 hours)

- 1 Recreation Specialist, (15 hours)

- Total: **\$5,805.91**



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

RHYSA GIARRE MORENO SUH, DBA RHYSA CONSULTING 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, 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 **\$27,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **August 1, 2017 to June 30, 2018**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

☒ 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: November 8, 2017

CONSULTANT

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

Email Address: _____
FEIN: _____



FEE SCHEDULE
PERIOD: 7/1/2017 to 6/30/2018

COMPANY NAME: Rhysa Suh, MA, BCBA consulting services
 REP NAME: Rhysa Gionne Morero Suh
 E-MAIL ADDRESS: Rhysasuh@gmail.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:
Mental Health Services, Consultation

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
<u>Consultation</u>	<u>\$50.00</u>

PARTS PERCENTAGE MARK-UP:

ANY ADDITIONAL CHARGES:

Early Childhood Program Behavior Specialist Consultant

Mission

The overall mission of the Early Childhood Program Behavior Support Specialist is to promote healthy social, emotional, and behavioral development of students. Barriers to learning must be addressed so that the general well-being of students, families and school staff can be enhanced in collaboration with other comprehensive student support and services.

The CUSD Early Childhood Program Behavior Support Specialist will support the emotional health and academic growth of all students through:

- A comprehensive array of effective and efficient services and supports which is integrated throughout the levels of student supports;
- Support the districts three-tiered MTSS approach when assessing school mental health needs through Universal, Selective, and Targeted interventions
- Accessibility to behavioral and mental health services and programs if needed;
- Utilization of Learning Link and Family Support personnel to provide necessary supports and services; and
- Collaborative relationships that engage school, family, and community.

Work Scope/Expectations

- To engage with ECP Preschool families by greeting, observing and interacting through play-base activities
- Communicate with teachers/parents daily and provide necessary strategies needed for their child's behavior concerns keeping a daily log of categorical support
- Follow up with teachers/families within one week to ensure strategies have been implemented, understood, or successful
- Communicate with supervisors when you observe unsafe supervision of any staff
 - Meet with families weekly for appointments by completing the necessary paperwork set by the school district and notify supervisor.
 - Collect information from teachers/families for required data and document daily/weekly and with 48 hours of meeting with parent
- Document meeting times, dates, and notes of teachers/parent consultations into the Google drive weekly by Friday of each week.
- When consultants schedule changes, she/he must notify the teachers and ECP Supervisor at least one hour prior to scheduled assignment
 - When observing a child, please confirm child is present before arrival
 - Attend weekly SST meeting when required (8:30-9:30) & CST once a month
 - Provide parent workshops to ECP families twice a year
- Total hours of service with the CUSD,; including 2 (5 week) parenting workshops =540 hours



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

BERGMAN DACEY GOLDSMITH, A PROFESSIONAL LAW CORPORATION

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$25,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2017 to June 30, 2018**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

☒ 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: November 8, 2017

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____

EXHIBIT A

GREGORY M. BERGMAN
JOHN P. DACEY
MICHELE M. GOLDSMITH
BRIAN J. BERGMAN
RICHARD A. FOND
LEAH S. BERGMAN
KRISTI SJOHOLM-SIERCHIO
ROBERT D. BERGMAN
JAMES L. KEANE
HOLLY M. PARKER
NATASHA D. TRAVIS
KELLY CAUVEL
ELINA ANTONIOU
JASON J. BARBATO

SENIOR COUNSEL
STUART SIMKE



Los Angeles
10880 Wilshire Blvd, Suite 900
Los Angeles, CA 90024-4101
TEL: 310.470.6110
FAX: 310.474.0931

Orange County
17762 Cowan, Suite 200
Irvine, CA 92614-6097
TEL: 949.494.1393
FAX: 949.494.8963

LLOYD A. BERGMAN (1923-1994)
RICHARD V. GODINO (1929-2001)
NICHOLAS BROWNING III (1946-2011)

October 2, 2017

OUR FILE NO. 1024

CAPISTRANO UNIFIED SCHOOL DISTRICT

Re: 2017 – 18 FEE SCHEDULE

The FEE SCHEDULE for BERGMAN DACEY GOLDSMITH, PLC is:

Shareholder/ Of Counsel:	\$275.00 / hour
Associate:	\$235.00/ hour
Paralegal:	\$115.00 / hour

Please let me know if I can assist further. Thank you.

Joseph Neeb, Office Manager



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

PARENT INSTITUTE FOR QUALITY EDUCATION

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$60,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2017 through June 30, 2018** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

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

Email Address: _____
FEIN: _____

EXHIBIT A

Fee Schedule

The Parent Institute for Quality Education

2670 N. Main St., Suite 370

Santa Ana, CA 92705

Tel.(714)540-9920

Fax.(714)540-9926

Description of Services

PIQE will provide a parent training course for the parents of the children enrolled in the following schools attached. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

Rate of Pay and Expenses

Compensation: \$130.00 per parent graduate (those parents who attended four or more classes during the 9-week course) or a flat fee of \$5,850 should there be less than 45 parent graduated in a Spanish class, and a flat fee of \$1950.00 for any additional class in another language should there be less than 15 parent graduates. District will allot for PIQE to serve 5 schools in the school year 2017-2018 with a budget of \$35,000.



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Ms. Debra Carrillo, Director English Learner Services

Capistrano Unified School District

From: Ms. Erika L. Gonzalez, Associate Director

Date: August 8, 2017

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Capistrano Unified School District agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: Capistrano Unified School District
- C. Period of Performance: July 2017 – June. 2018

Compensation per School : \$ 130.00 per parent graduate (those parents who attended four or more classes during the nine-week course) or a flat fee of \$ 5850.00 should there be less than 45 parent graduates in a Spanish class, and a flat fee of \$ 1950.00 for any additional class in another language should there be less than 15 parent graduates. District will allot for PIQE Organization to serve seven schools in the school year 2017 – 2018 with a budget of \$35,000.00.

School funding from: _____

In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

I accept these services at Capistrano Unified School District under the terms and conditions noted.

Director

Parent Institute Representative:

Date

Erika Gonzalez, Associate Director PIQE

2670 N. Main Street Suite 370

Telephone: 714-540-9920 Fax: 714-540-9920

www.piqe.org

© PIQE 2013

EXHIBIT #5



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2017 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

FRED FINCH YOUTH CENTER, CARES, INCORPORATED

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, 2017 through June 30, 2018.

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

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

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

"DISTRICT"

By: Capistrano Unified School District
Name: Lynh N. Rust
Title: Executive Director, Contracts &
Purchasing
Board Approval Date: November 8, 2017

"CONTRACTOR"

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

EXHIBIT A: RATES

CONTRACTOR
Fred Finch Youth Center
CARES, Inc.

CONTRACTOR NUMBER
1A-37-219

2017-2018

(NONPUBLIC SCHOOL OR AGENCY)

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed

If blank, the number shall be as determine 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

Rate	Period
	Day

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

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 – Zone 1		
	b. Transportation – Zone 2		
	c. Transportation – Zone 3		
	d. Transportation – Zone 4		
	e. Parent*		
(2)	a. Counseling & Guidance	\$75.00	Hour
	b. Educational Counseling		
	c. Counseling – Parent	\$75.00	Hour
(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. Psychological Services	\$75.00	Hour
	b. Psychological Services – Assessment	\$85.00	Hour
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$75.00	Hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention	\$75.00	Hour
	b. Behavior Intervention – Supervision	\$117.38	Hour
	c. Behavior Intervention - Other Provider: Behavior Tech	\$53.82	Hour
(10)	Nursing Services		



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

PALI INSTITUTE, INCORPORATED.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$501,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2017 through June 30, 2018** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

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

Email Address: _____
FEIN: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

2017-2018 DEPOSIT SCHEDULE

ARROYO VISTA ELEMENTARY – CONTRACT #3964 (2/20/18-2/23/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	3/10/2017	\$ 1,000.00	\$ 1,000.00	\$ 0.00	3/28/2017
2	10/23/2017	\$ 20,571.00	\$ 20,571.00	\$ 0.00	10/2/2017
3	1/21/2018	\$ 21,571.00	\$ 0.00	\$ 21,571.00	

CARL HANKEY ELEMENTARY – CONTRACT #3948 (11/27/17 – 12/1/17)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	5/19/2017	\$ 1,000.00	\$ 1,000.00	\$ 0.00	5/5/2017
2	7/30/2017	\$ 8,825.50	\$ 8,825.50	\$ 0.00	9/5/2017
3	10/28/2017	\$ 9,825.50	\$ 0.00	\$ 9,825.50	

CONCORDIA ELEMENTARY – CONTRACT #4207 (4/9/18-4/11/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	6/20/2017	\$ 1,500.00	\$ 1,500.00	\$ 0.00	8/7/2017
2	12/10/2017	\$ 15,030.00	\$ 0.00	\$ 15,030.00	
3	3/10/2018	\$ 16,530.00	\$ 0.00	\$ 16,530.00	

DON JUAN AVILA ELEMENTARY – CONTRACT #3963 (5/29/18-6/1/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	3/10/2017	\$ 1,000.00	\$ 1,000.00	\$ 0.00	3/6/2017
2	1/29/2018	\$ 25,975.00	\$ 0.00	\$ 25,975.00	
3	4/29/2018	\$ 26,975.00	\$ 0.00	\$ 26,975.00	

JOHN S. MALCOM ELEMENTARY – CONTRACT #4132 (4/11/18-4/13/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	7/14/2017	\$ 1,500.00	\$ 1,500.00	\$ 0.00	10/2/2017
2	12/12/2017	\$ 17,808.75	\$ 0.00	\$ 17,808.75	
3	3/12/2018	\$ 19,308.75	\$ 0.00	\$ 19,308.75	

LAS FLORES ELEMENTARY – CONTRACT #3992 (2/20/18-2/23/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	4/3/2017	\$ 1,000.00	\$ 1,000.00	\$ 0.00	3/20/2017
2	10/23/2017	\$ 19,451.75	\$ 19,451.75	\$ 0.00	10/2/2017
3	1/21/2018	\$ 20,451.75	\$ 0.00	\$ 20,451.75	

OSO GRANDE ELEMENTARY – CONTRACT #4133 (4/17/18-4/20/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	8/18/2017	\$ 1,500.00	\$ 0.00	\$ 1,500.00	
2	12/18/2017	\$ 35,460.00	\$ 0.00	\$ 35,460.00	
3	3/18/2018	\$ 36,960.00	\$ 0.00	\$ 36,960.00	

TIJERAS CREEK ELEMENTARY – CONTRACT #4230 (5/29/18-6/1/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	9/11/2017	\$ 1,585.00	\$ 0.00	\$ 1,585.00	
2	1/29/2018	\$ 11,280.00	\$ 0.00	\$ 11,280.00	
3	4/29/2018	\$ 12,865.00	\$ 0.00	\$ 12,865.00	

TRUMAN BENEDICT ELEMENTARY – CONTRACT #4162 (1/16/18-1/19/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	11/17/2017	\$ 21,495.50	\$ 0.00	\$ 21,495.50	
2	9/22/2017	\$ 1,500.00	\$ 0.00	\$ 1,500.00	
3	12/17/2017	\$ 22,995.50	\$ 0.00	\$ 22,995.50	

VISTA DEL MAR – CONTRACT #3890 (1/16/2018-1/19/2018)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	2/22/2017	\$ 1,000.00	\$ 1,000.00	\$ 0.00	2/21/2017
2	9/18/2017	\$ 42,600.00	\$ 0.00	\$ 42,600.00	
3	12/17/2017	\$ 43,600.00	\$ 0.00	\$ 43,600.00	

WAGON WHEEL ELEMENTARY – CONTRACT #4231 (5/29/18-6/1/18)

DEPOSIT SCHEDULE					
Deposit Number	Due Date	Invoice Amount	Amount Paid	Amount Due	Paid Date
1	7/21/2017	\$ 1,000.00	\$ 1,000.00	\$ 0.00	7/17/2017
2	1/29/2018	\$ 17,986.25	\$ 0.00	\$ 17,986.25	
3	4/29/2018	\$ 18,986.25	\$ 0.00	\$ 18,986.25	



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

KATIE MICHELLE KOHN

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

Term of Agreement. The term of this base Agreement is from **August 31, 2017 through June 30, 2018** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

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

Email Address: _____
FEIN: _____

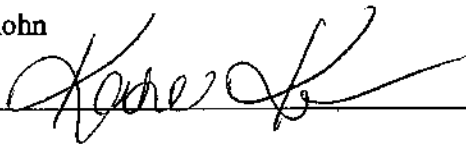
Katie Kohn

Educational and Tutoring Services

Fee Itemization

Fee	Type	Duration
\$60	Educational and Tutoring Services	Per Hour

Katie Kohn



7-18-2017

(949) 545 – 8345
58 Via Regalo, San Clemente CA 92673



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

FOOD SAFETY SYSTEMS

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: **\$75,600.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2017 through June 30, 2018** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

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

Email Address: _____
FEIN: _____



FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT

Overview

This agreement is made between Food Safety Systems ("FSS") and Capistrano Unified School District ("School District"), effective as of July 1, 2017. Under this agreement, FSS will provide School District with a complete and sustainable food safety and sanitation system, inclusive of oversight, safety and sanitation training, education, and inventory control as detailed in **Schedule A**.

Schedule A includes trade secrets of FSS, which derive independent economic value from not being generally known to the public or by FSS competitors, and are the subject of reasonable efforts to maintain their secrecy. Therefore, School District will not, except as required in the conduct of School District's business or as required under California State or other laws, use, publish or disclose any of FSS's trade secrets (e.g., Schedule A) until at least such time that the information are no longer trade secrets. If School District discloses any of FSS's trade secrets, School District will notify FSS of such disclosure or use.

Term and Termination

The pricing submitted for the SY 17-18 will remain fixed until June 30, 2018.

The term of this agreement is one year, unless terminated by either party for any reason with thirty (30) days advanced written notice. All materials, dispensers, accessories and instructional charts that are provided as part of this program remain the property of Food Safety Systems and may be removed if, and when, the program is cancelled.

Services

FSS will visit each of the schools listed in **Schedule B** during each service cycle unless otherwise specified here. There will be a total of nine (9) service visit cycles at each middle and high school, and the central kitchen; and each elementary site will have four (4) service visit cycles during each full school year.

School District will pay a total agreement cost of \$75,600.00 for this school year, which will be divided into installment payments of \$8,400.00, to be paid upon being invoiced after the completion of each of the service visit cycles. If the term of this agreement includes a partial school year, the district will only be invoiced for the service visit cycles completed. Schedule B may be modified to add additional schools, which in turn may affect total agreement cost.

Billing and Remittance

All billing will be from FSS unless otherwise notified. Remittance should be made payable to:

Food Safety Systems
5405 Alton Parkway, Suite 5A-539
Irvine, CA 92604

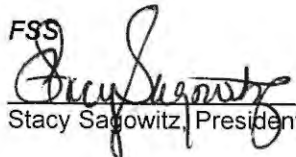
Accepted By:

Capistrano Unified School District

Name _____ Title _____

Signature _____ Date _____

FSS


Stacy Sagowitz, President

Date 9/27/17

YOUR TRUSTED RESOURCE. MAKING COMPLIANCE SIMPLE.

5405 Alton Pkwy, Suite 5A-539, Irvine, CA 92604 • P (949) 725-9114 • www.foodsafetyssystemscsca.com



SCHEDULE A EDUCATION AND SERVICES

All services, materials, and consultation are included in the total cost provided under the Food Service Safety and Sanitation Service Agreement, offering complete budget control and predictability to School District. FSS will prepare a staff training schedule ("Training Schedule") with custom objectives and timelines, and provide education, materials, services and reports as follows.

I. Education

- A. FSS's food safety and sanitation education program includes district in-service education, site-based education, and educational materials for the Participating Schools. The goal of the FSS education program is to provide education for managers and employees of the School District, and standardize sanitation and safety procedures in each Participating School's kitchen facility.
- B. Education will be provided during each service cycle at each of the Participating Schools. Each educational session is approved for a minimum of .25 Continuing Education Credits (CEU) for School Nutrition Association (SNA) and/or a minimum of .25 CE units towards USDA mandated Professional Standards Curriculum. The education provided will address each school's specific needs, and will include an ongoing curriculum of sanitation and workplace topics.
- C. As required by California State Mandate, CalCode Article 2, Sections 113947 and 113947.1-3, FSS will make available the N.R.A. (National Restaurant Association Foundation) ServSafe® training to School District employees on a scheduled training date to be determined for a maximum of 35 employees, per training date.
 - 1. FSS will offer the course for eligible employees at an additional cost of \$75.00 per person, if requested by the School District.
 - 2. The education provided through ServSafe® courses will complement the services provided by FSS, and fulfill the 10-hour Sanitation and Safety component of SNA Certification, as well as CalCode requirements above.
 - 3. Testing materials will also be included in the total cost of \$75.00 per person. Textbooks are not included in this cost, and may be ordered at the current prevailing rate at time of order.

II. Materials

- A. Sufficient cleaning products and OSHA approved dispensing systems will be provided and replenished as needed at each Participating School.
- B. SDS, posters, binders, procedure guides, and ancillary items (e.g., pac cutters, sanitizer test strips) will be provided and replenished as needed at each Participating School.
- C. Each of the Participating Schools is granted a non-exclusive license to use the program and the program materials. FSS will take steps to safeguard use of the program content by entities operating without an agreement from FSS or a related entity.
- D. Providing chemical service application and delivery.

III. Service

- A. FSS service technicians will visit each of the Participating schools nine (9) times per full school year in accordance with the Training Schedule. FSS service technicians are certified in the administration, instruction and recognition of HACCP program integrity and verification.
- B. FSS service technicians will survey and audit each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow ups. The survey and audit is intended to measure due-diligence and verify system execution and staff motivation.

IV. Reports / Review

- A. FSS will provide documentation of the education received for School District due diligence files.
- B. All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.
- C. After completion of each survey and audit, FSS will generate a service report that documents program compliance and areas where further management action is required. These reports can serve as critical due-diligence confirmation, and provide the School District with an electronic record of program compliance.
- D. After each full school year, FSS's general manager will meet with district administrators to review the year's accomplishments and make recommendations for program improvement.



SCHEDULE B

**CAPISTRANO UNIFIED SCHOOL DISTRICT
PARTICIPATING SITES SY 17-18**

	Elementary Schools 4 visits per year	Middle Schools 9 visits per year	High Schools 9 visits per year	Central Kitchens Warehouse 9 visits
1	Harold Ambuehl	Aliso Viejo	Aliso Niguel	Central Kitchen
2	Arroyo Vista	Arroyo Vista	Capistrano Valley	
3	Bathgate	Don Juan Avila K-8	Dana Hills	
4	Truman Benedict	Bernice Ayer	San Clemente	
5	Marian Bergeson	Marco Forster	San Juan Hills	
6	Canyon Vista	Carl Hankey K-8	Tesoro	
7	Castille	Ladera Ranch K-8		
8	Chaparral	Las Flores K-8		
9	Concordia	Newhart		
10	R.H. Dana/Dana ENF	Niguel Hills		
11	Del Obispo	Shorecliffs		
12	Hidden Hills	Vista Del Mar K-8		
13	Kinoshita			
14	Laguna Niguel			
15	Las Palmas			
16	Clarence Lobo			
17	John Malcom			
18	Marblehead			
19	Moulton			
20	Oak Grove			
21	Oso Grande			
22	Palisades			
23	Philip Reilly			
24	San Juan			
25	Tijeras Creek			
26	Vlejo			
27	Wagon Wheel			
28	George White			
29	Wood Canyon			

YOUR TRUSTED RESOURCE. MAKING COMPLIANCE SIMPLE

5405 Alton Pkwy, Suite 5A-539, Irvine, CA 92604 • P: (949) 725-8114 • www.foodsafety-systems.com

EXHIBIT #3



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **November 9, 2017** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

MARIA A. LEE DBA 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: **\$67,200.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **October 1, 2017 through June 30, 2018** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

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

Email Address: _____
FEIN: _____



FEE SCHEDULE

Apple Learning Company

Contact person: Maria Lee

26895 Aliso Creek Rd., #B64
Aliso Viejo, CA 92656

888-287-1287

Fax: 949-315-3924

maria@applelearningcompany.com

1:1 Tutoring Services

\$40/hour

A handwritten signature in cursive script, appearing to read 'Lee' or 'Maria Lee'.

Signature _____ Date 9-26-17

Typed or Printed Name Maria Lee

Apple Learning Company

ph: 888.287.1287
fx: 949.315.3924

26895 Aliso Creek Rd., #B64
Aliso Viejo, CA 92656
www.applelearningcompany.com



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

PERRY PASSARO, PH.D.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$25,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2017 to June 30, 2018**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certifications [X] Purchase 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: November 8, 2017

CONSULTANT

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

Email Address: _____
FEIN _____

ASSESSMENT FEE SCHEDULE

Includes diagnostic interview, psychological testing, record review, written report with conclusions and recommendations.

School Site Visit is billed at \$275 per hours in quarter hour increments. Any travel time will be billed at \$275/hour in one quarter hour increments.

IEP Attendance is billed at \$275 per hours in quarter hour increments. Any travel time will be billed at \$275/hour in one quarter hour increments.

Cancelations / Missed Appointments Agreement

Thank you for choosing Dr. Perry Passaro for an Educational Independent Evaluation. All scheduled appointments means times are reserved for our patients, when appointments are missed or cancelled that time is permanently lost. If an appointment is missed or cancelled with less than 24 hour notice, we will be billed the full fee of \$ 275 for each hour missed.

<u>Service</u>	<u>Fee</u>	<u>Time</u>
Diagnostic Interview	\$ 275	1 Hr.
Records Review	\$ 275	1 Hr.
Testing / Evaluation	\$1, 375	5 Hrs.
Consultation Report	\$1,650	6 Hrs.
Review Report	\$ 275	1 Hrs.
School Observation	\$ 275	1 Hr.
IEP Meeting	\$ 275	1 Hrs.
Additional Travel time	\$ 275	1 Hrs.
<hr/>		
<i>Not to Exceed</i>	<i>Total : \$ 4,675</i>	<i>17 Hrs</i>

Perry Passaro, Ph. D.
Tax ID#204992668



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS


Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Dr. Perry David Passaro**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2017-2018 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

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

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

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Psycho-educational	Psychologist	Not to exceed \$4,675/assessment



Consultant



Date

Received by:

District Representative

Date



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

THE HALLWAY GROUP, INCORPORATED dba THE CHILDREN'S THERAPY CENTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$5,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2017 to June 30, 2018**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

☒ 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.

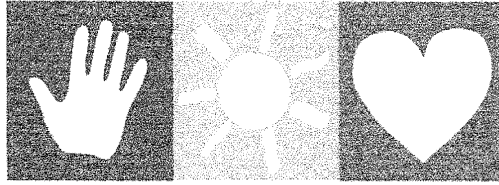
DISTRICT

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

CONSULTANT

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

Email Address: _____
FEIN _____

**The Children's Therapy Center**

A division of the Hallway Group, Inc.

www.thechildrenstherapycenter.com

12881 Knott Street, Suite 103

Garden Grove, CA. 92841

Phone 714-892-6828

Fax 714-898-9720

Rate Sheet	Rate
Independent Education Evaluation	\$1200-\$1600.00

Capistrano rate sheet



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

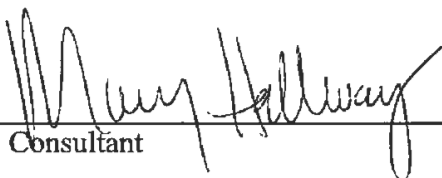
Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **The Children's Therapy Center**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2017-2018 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:


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

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

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Occupational Therapy Assessment	Licensed Occupational Therapist	Not to exceed \$1600



Consultant



Date

Received by:

District Representative

Date



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of November 9, 2017 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

LOGAN RIVER ACADEMY, LLC

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning October 1, 2017 through June 30, 2018.

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

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

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

"DISTRICT"

By: Capistrano Unified School District
Name: Lynh N. Rust
Title: Executive Director, Contracts &
Purchasing
Board Approval Date: November 8, 2017

"CONTRACTOR"

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

EXHIBIT A: RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2017-2018**
Logan River Academy, LLC _____ 77-76422-6131163 _____ (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine 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 _____

Rate	Period
\$119.35	Day
_____	_____

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

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 and Training	\$92.86	Day
(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	\$150.00- \$200.00	Session
	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	\$110.00	Session
	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. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$163.00	Day
(13)	Residential Mental Health Services -	_____	_____

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

**By credentialed Special Education Teacher.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 9, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

SCHOOL SERVICES OF CALIFORNIA, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$10,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **August 9, 2017 through February 28, 2018** with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

Contractor

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: November 8, 2017

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

Email Address: _____
FEIN: _____

EXHIBIT A

Client # 4000 / S45

P.O.# _____

AGREEMENT FOR SPECIAL SERVICES

Negotiations Support

This is an Agreement between the **CAPISTRANO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of August 9, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding services relative to negotiations support; and

WHEREAS, Consultant is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

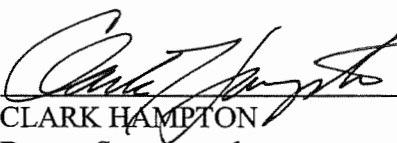
NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client as directed by the Superintendent or Superintendent's designees with issues for services relative to district collective bargaining negotiations as mandated by Sections 3540, et seq., of the California Government Code.
2. The Client agrees to pay Consultant \$295 per hour, plus expenses, to review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage. Time spent by the SSC Assistant Director will be billed at \$215 per hour. Time spent by the SSC Consulting Coordinator will be billed at \$200 per hour. Time spent by SSC support staff to prepare materials will be billed at \$145 per hour.
 - a. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - b. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, and duplication.
3. This Agreement shall be for the period commencing August 9, 2017, and terminating February 28, 2018. It may be terminated at any time prior to February 28, 2018, by

either party hereto on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued as of the cancellation date.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY:  DATE: 8-10-2017
CLARK HAMPTON
Deputy Superintendent
Capistrano Unified School District

BY: _____ DATE: _____
JOHN GRAY
President
School Services of California, Inc.

FIRST AMENDMENT TO ICA NO. 1718070

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CHRISTINE E. HORNAK-STEIN

This First Amendment to ICA No. 1718070 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Christine E. Hornak-Stein (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on July 26, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2017 through June 30, 2018 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to ICA No. 1718070; and

WHEREAS, District desires to amend ICA No. 1718070 to reflect a total contract amount of \$23,564.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The total contract amount of ICA No. 1718070, as amended, is \$23,564.
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

Christine E. Hornak-Stein

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: November 8, 2017

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 27, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Parties" or collectively as the "Parties".

CHRISTINE E. HORNAK-STEIN

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 §§4726 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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

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

NOW, THEREFORE, the Parties agree as follows:

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

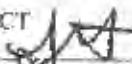
Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$5,000.00 in the aggregate under term of this Agreement.

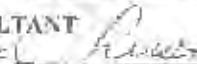
Term of Agreement. The term of this base Agreement is for July 1, 2017 to June 30, 2018, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents (itled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Orders), 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 Orders

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

DISTRICT
By: 
Name: Lynn A. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: July 26, 2017

CONSULTANT
Signature: 
Name: Christine E. Hornak-Stein
Title: Special Consultant
Address: 1301 S. ...
Email Address: chris.hornak@capistrano.k12.ca.us
FTEIN 35 2112462

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 arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

- ✓ Professional License to Practice

Certificates of Insurance

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

OR

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

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9

**Christine E. Stein, M.A. CCC-SLP
Speech-Language Pathologist
7301 Sitio Lirio
Carlsbad, CA 92009
christine@be-fluent.c**

2017-18 Rates for Speech-Language Therapy Services

Speech & Language Evaluations	\$95.00/hr.
Speech & Language Therapy	\$95.00/hr.
Meetings, IEP/SST preparation and attendance	\$95.00/hr.
Home-based Speech and Language therapy	\$120.00/hr.

Effective January 1, 2017

FIRST AMENDMENT TO MCA NO. 1718025

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND OLIVE CREST ACADEMY

This First Amendment to MCA No. 1718025 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Olive Crest Academy (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on June 28, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2017 through June 30, 2018 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1718025 to reflect a modified fee schedule for the term of the contract;

NOW, THEREFORE, said Agreement is amended as follows:

1. Page 37 of MCA No. 1718025 entitled Exhibit A: Rates are replaced with the attached fee schedule entitled Exhibit A-1: Rates.

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: November 8, 2017

Date: _____

EXHIBIT A-1: RATES

CONTRACTOR

Olive Crest

bda Olive Crest Academy

(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER

30-66621-7102924

2017-2018

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____

If blank, the number shall be as determine 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 _____

Rate	Period
\$177.64	Day

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

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 – zone 1	0 – 20 miles round trip	\$44.35	Daily
	b. Transportation – zone 2	21- 45 miles round trip	\$54.60	Daily
	c. Transportation – zone 3	46+ miles round trip	\$64.93	Daily
	d. Transportation – bus aide		\$62.14	Daily
	e. Parent*			
(2)	a. Educational Counseling – Individual			
	b. Educational Counseling – Group of _____			
	c. Counseling – Parent		\$106.55	Hour
(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		\$111.42	Hour
	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)	\$119.09	Daily
	b. Additional Instructional Assistant – Group of 2			
	c. Transportation Aide –		\$62.14	Daily
(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 BII		\$60.00	Hour
	b. Behavior Intervention – BID		\$112.00	Hour
	c. Behavioral Support		\$106.55	Hour
(10)	Nursing Services			
(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.

EXHIBIT 1



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2017 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

OLIVE CREST ACADEMY

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, 2017 through June 30, 2018.

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

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

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

"DISTRICT"

By: Capistrano Unified School District
Name: Lynn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: June 28, 2017

"CONTRACTOR"

By: Olive Crest Academy
Name: Nina E. Frankman
Title: Director of Special Education
Email address: Nina.Frankman@olivecrest.org
FEIN/SSN: _____

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

- ✓ Current copy of licenses and nonpublic school/agency certifications, or validly issued waiver of any such certification.

Certificates of Insurance

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance
- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage

Refer to Article 15. INSURANCE

- ✓ Nonpublic School/Agency Assurance Statement (form attached)

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CAPISTRANO UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

X Nonpublic School
 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	1
2. CERTIFICATIONS AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	8
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	9
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	12
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	15
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	18

40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	19
43. STATE MEAL MANDATE	20
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
48. STAFF ABSENCE	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	23
51. FACILITIES AND FACILITIES MODIFICATION	23
52. ADMINISTRATION OF MEDICATION	24
53. INCIDENT/ACCIDENT REPORTING	24
54. CHILD ABUSE REPORTING	24
55. SEXUAL HARASSMENT/DISCRIMINATION	24
56. REPORTING OF MISSING CHILDREN	24

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
58. RIGHT TO WITHHOLD PAYMENT	26
59. PAYMENT FROM OUTSIDE AGENCIES	27
60. PAYMENT FOR ABSENCES	27
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29
EXHIBIT A: RATES	31

2017-2018

CONTRACT NUMBER:
1718025

LEA: *Capistrano Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 29th day of June, 2017, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Olive Crest Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of 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) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2017 to June 30, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is

legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,

joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be consistent with Education Code sections 46100 et. seq.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of

billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEA's discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING ~~AND HIGH SCHOOL EXIT EXAMINATION~~ ^{OK} ~~NEF~~

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the

LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education

Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in

instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. *Report provided within one (1) school day in accordance with Section 30.* LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

NEE

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) 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. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR
Olive Crest Academy
 Nonpublic School/Agency

LEA,
Capistrano Unified School District

By: [Signature] 6/22/17
 Signature Date

By: [Signature] 06-28-2017
 Signature Board Approval Date

Nina E. Frankman, Director of Sp.Ed.
 Name and Title of Authorized Representative

Lynh N. Rust, Executive Director, Contracts & Purchasing
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Nina E. Frankman, Director of Sp.Ed.
 Name

Greg Merwin, Associate Superintendent, Student Support Services
 Name and Title

Olive Crest Academy
 Nonpublic School/Agency/Related Service Provider

Capistrano Unified School District
 LEA

2190 W. Canal St
 Address

33122 Valle Road
 Address

Orange CA 92865
 City State Zip

San Juan Capistrano CA 92675
 City State Zip

714-998-6571 714-998-6573
 Phone Fax

949-234-9424
 Phone

Nina - Frankman@olivecrest.org
 Email

gmerwin@capousd.org
 Email

Additional LEA Notification
 (Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: RATES

CONTRACTOR
Olive Crest Academy
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER
30-66621-7102924

2017-2018

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____

If blank, the number shall be as determine 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 _____

Rate	Period
\$168.82	Day

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

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 – zone 1	0 – 20 miles round trip	\$44.35	Daily
	b. Transportation – zone 2	21- 45 miles round trip	\$54.60	Daily
	c. Transportation – zone 3	46+ miles round trip	\$64.93	Daily
	d. Transportation – bus aide		\$62.14	Daily
	e. Parent*			
(2)	a. Educational Counseling – Individual			
	b. Educational Counseling – Group of _____			
	c. Counseling – Parent		\$106.55	Hour
(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		\$111.42	Hour
	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)	\$119.09	Daily
	b. Additional Instructional Assistant – Group of 2			
	c. Transportation Aide –		\$62.14	Daily
(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 BII		\$60.00	Hour
	b. Behavior Intervention – BID		\$112.00	Hour
	c. Behavioral Support		\$106.55	Hour
(10)	Nursing Services			
(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.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		E-Mail			
Grade		Level		Sex	() M () F		
Parent/ Guardian Last Name		Parent/ Guardian First Name		Education Schedule – Regular School Year			
				Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

<u>SERVICES</u>	<u>PROVIDER</u>				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

FIRST AMENDMENT TO ICA NO. 1718001

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ILLUMINATE EDUCATION,
INCORPORATED

This First Amendment to ICA No. 1718100 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Illuminate Education, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on June 7, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2017 through June 30, 2022 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. 1718001 to increase the contract amount to \$235,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The total contract amount of ICA No. 1718001, as amended, is \$235,000.00 for the term through June 30, 2022.

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: November 8, 2017

Date: _____



INDEPENDENT CONTRACTOR MASTER AGREEMENT

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

ILLUMINATE EDUCATION, INCORPORATED

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

WHEREAS, District is in need of such services from time to time, specifically as set forth in Request for Proposal No. 8-1617 Assessment Delivery and Data Management System (ADDMS); and

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the response provided pursuant to Request for Proposals No. 8-1617 Assessment Delivery and Data Management System (ADDMS), both of which are fully incorporated by reference (hereinafter referred to as "Contracted Services"). Contractor's scope of work shall be set forth in or supplemented by purchase orders subsequently issued by the District, on an as-needed basis.

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: **\$224,000** annually under the entire term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2017 through June 30, 2022** for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

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

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

Capistrano Unified School District

By: [Signature]
Name: Dynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: June 7, 2017

Contractor

Signature: [Signature]
Name: Lane Rankin
Title: CEO
Address: 6531 Irvine Center Drive, Suite 100
Irvine, CA 92618
Email Address: lrarkin@illuminateed.net
FEIN: 80-0419525

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 the this Agreement, Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

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

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

A. Initial Review and Evaluation of a Claim

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

business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

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

C. Expedited Arbitration

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

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

Certificates of Insurance

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

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check

- ✓ W-9

FIRST AMENDMENT TO MCA NO. 1718066

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND BOYS TOWN CALIFORNIA, INC.

This First Amendment to MCA No. 1718066 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Boys Town California, Inc. (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 26, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2017 through June 30, 2018 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1718066 to reflect a contract term expiring July 31, 2017;

NOW, THEREFORE, said Agreement is amended as follows:

1. The term of MCA No. 1718066, as amended will reflect a contract term of July 1, 2017 through July 31, 2017.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: November 8, 2017

Date: _____



EXHIBIT 1

MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2017 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

BOYS TOWN CALIFORNIA, INC.

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, 2017 through June 30, 2018.

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

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

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

"DISTRICT"

By: Capistrano Unified School District
Name: Lynh N. Rust
Title: Executive Director, Contracts &
Purchasing
Board Approval Date: July 26, 2017

"CONTRACTOR"

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

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

- ✓ Current copy of licenses and nonpublic school/agency certifications, or validly issued waiver of any such certification.

Certificates of Insurance

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form **must be accompanied** by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance
- ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage

Refer to Article 15. INSURANCE

- ✓ Nonpublic School/Agency Assurance Statement (form attached)

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District CAPISTRANO UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

X Nonpublic School
 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	1
2. CERTIFICATIONS AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	8
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	9
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	12
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	15
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	18

40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	19
43. STATE MEAL MANDATE	20
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
48. STAFF ABSENCE	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	23

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	23
51. FACILITIES AND FACILITIES MODIFICATION	23
52. ADMINISTRATION OF MEDICATION	24
53. INCIDENT/ACCIDENT REPORTING	24
54. CHILD ABUSE REPORTING	24
55. SEXUAL HARASSMENT/DISCRIMINATION	24
56. REPORTING OF MISSING CHILDREN	24

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
58. RIGHT TO WITHHOLD PAYMENT	26
59. PAYMENT FROM OUTSIDE AGENCIES	27
60. PAYMENT FOR ABSENCES	27
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29
EXHIBIT A: RATES	31

2017-2018

CONTRACT NUMBER:
1718066

LEA: *Capistrano Unified School District*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2017, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Boys Town California, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of 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) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2017 to June 30, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is

legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,

joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for

special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be consistent with Education Code sections 46100 et. seq.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of

billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the

LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education

Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in

instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA.

CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) 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. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,

LEA,

Capistrano Unified School District

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized Representative

By:

Signature

Board Approval Date

Lynh N. Rust, Executive Director, Contracts & Purchasing

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Greg Merwin, Associate Superintendent, Student Support Services

Name

Name and Title

Capistrano Unified School District

Nonpublic School/Agency/Related Service Provider

LEA

33122 Valle Road

Address

Address

San Juan Capistrano

CA

92675

City

State

Zip

City

State

Zip

949-234-9424

Phone

Fax

Phone

Fax

gjmerwin@capousd.org

Email

Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: RATES

CONTRACTOR

Boys Town California, Inc.

(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER

1A-30-214

2017-2018

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____

If blank, the number shall be as determine 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 _____

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

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 – in home	\$156.00	Hour
	b. Behavior Intervention – design or planning	\$186.00	Hour
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	\$9,182.00	Month
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				Nonpublic School/Agency			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				E-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		E-Mail			
Grade		Level		Sex	() M () F		
Parent/ Guardian Last Name		Parent/ Guardian First Name		Education Schedule – Regular School Year			
				Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

<u>SERVICES</u>	<u>PROVIDER</u>				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting
Requirements:

Quarterly

Monthly

Other (Specify

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

FIRST AMENDMENT TO PSA NO. 1718112

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ERIC HALL & ASSOCIATES, LLC

This First Amendment to PSA No. 1718112 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Eric Hall & Associates, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on September 13, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from August 22, 2017 through June 30, 2018 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1718112 to reflect a total contract amount of \$40,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The total contract amount of PSA No. 1718112, as amended, is \$40,000.00 for the term through June 30, 2018.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: November 8, 2017

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 14, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

ERIC HALL & ASSOCIATES, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$25,000.00 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for August 22, 2017 to June 30, 2018, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

☒ 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: Lynh N. Rust
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: September 13, 2017

CONSULTANT
Signature: Eric J. Hall
Name: ERIC J. HALL
Title: PRESIDENT
Address: 5245 AVENIDA ENCINAS ST A
CARLSBAD, CA 92008
Email Address: ERIC@ehanda.com
FEIN: 20 464 1725

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 arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

- ✓ Professional License to Practice

Certificates of Insurance

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

OR

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

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check

- ✓ W-9



***Capistrano Unified School District
School Business & Purchasing Services
Exhibit A***

Scope of Services and Work Plan

EH&A will provide school business and purchasing services for the Capistrano Unified School District (District) to include, but not limited to the following:

- Provide support in the administration of vendor contracts, the competitive bidding process, including the negotiation, analysis, recommendation and preparation of District bids, leases and contracts with outside vendors;
- Assist in the preparation of specifications, bids and quotations for a variety of purchases, using available cost saving techniques, such as California Multiple Awards Schedule (CMAS) and cooperative bids in conjunction with other agencies;
- Provide guidance with the drafting of legal documents, resolutions, applications and other legal or quasi-legal papers upon request providing approval as to legality and form;
- Draft and review vendor and construction contracts, architectural agreement and outside consultants for the District;
- Provide training, staff development and guidance for the purchasing staff.



HELPING SCHOOL DISTRICTS MEASURE UP

***Capistrano Unified School District
School Business & Purchasing Services
Exhibit B***

Compensation and Payment Terms

EH&A shall be compensated for services using the rate schedule below:

Administrative Support, \$50 per hour
Junior Associate, \$100 per hour
Associate, \$125 - \$175 per hour
Senior Associate, \$195 per hour
Vice President, \$205 per hour
President, \$235 per hour

In addition to the hourly compensation as identified above, the Consultant shall be reimbursed for reasonable mileage, meals and other customary expenses if necessary. Travel to Sacramento or other locations involving hotel, airfare and other expenses shall be reimbursed if approved in advance by the District. The mileage reimbursement shall be at the IRS rate.

The Consultant shall submit an itemized invoice on the 1st day of each month. Monthly invoices shall detail the date of work performed, a description of the tasks and days or portions of days worked shall be specified.

The District shall process and pay invoices within 30 days of receipt.

FIRST AMENDMENT TO PSA NO. 1718126

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PUBLIC ECONOMICS,
INCORPORATED

This First Amendment to PSA No. 1718126 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Public Economics, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on October 11, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2017 through June 30, 2018 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend PSA No. 1718126 to reflect a modified fee schedule for the term of the contract;

NOW, THEREFORE, said Agreement is amended as follows:

1. Page 7 of PSA No. 1718126 entitled Exhibit A is replaced with the attached fee schedule entitled Exhibit A-1.

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: November 8, 2017

Date: _____

EXHIBIT A-1

**FEE SCHEDULE
FY 2017-18**

**PUBLIC ECONOMICS, INC.
DANTE GUMUCIO, CEO**

**221 S. Glassell St., Orange, CA 92866
714-647-6242 ph
714-647-6232 fax
dgumucio@pub-econ.com**

Consulting services to protect and maximize pass-through payments to the District from former redevelopment agencies (“RDAs”), as well as to assist the District with other matters resulting from dissolution of former RDAs pursuant to ABX1 26, makes continuing services from Public Economics, Inc. (“PEI”) necessary and beneficial to the District.

Budget is not to exceed \$15,000 annually, including reimbursement for reasonable out of pocket expenses. Tasks will be billed at the following hourly rates:

Principals	\$290
Consultants*	\$175 to \$250
Research Assistants	\$125

* Specific billing rates will depend on the expertise of the individual professional performing the work

Costs to Consultant of incidental expenses pertaining to the Scope of Work will be charged on a cost recovery basis, including corresponding fees and charges (if any) for data provided by third parties. Consultant will submit monthly invoices to Client. Each monthly invoice will show specific services provided and expenses incurred.

Some or all of the cost of services rendered under the Agreement may be reimbursed to District's General Fund, in whole or in part, or otherwise paid directly, from the proceeds of RDA pass-through payments received by District; or with approval of bond counsel, from the proceeds of lease-purchase or other financings secured or repaid with such payments; or with approval of the Commission on State Mandates, from the State of California.

By: 

Dante Gumucio, CEO

Dated: October 16, 2017



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of October 12, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

PUBLIC ECONOMICS, 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 **\$15,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2017 to June 30, 2018**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____
Name: Lynh N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: October 11, 2017

CONSULTANT

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

Email Address: _____
FEIN _____

GENERAL CONDITIONS

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

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. 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 arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

- ✓ Professional License to Practice - **LICENSE REQUIREMENT WAIVED BY CUSD**

Certificates of Insurance

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

OR

- ✓ **Errors & Omissions/Malpractice** (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District. - **SEXUAL MOLESTATION AND ABUSE COVERAGE REQUIREMENT WAIVED BY CUSD, CONSULTANT DOES NOT HAVE CONTACT WITH STUDENTS**
- ✓ 2. Business Auto Liability Insurance - **WAIVED BY CUSD**
- ✓ 3. Workers' Compensation and Employers Liability Insurance
Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check - **WAIVED BY CUSD, CONSULTANT DOES NOT HAVE CONTACT WITH STUDENTS**

- ✓ W-9

Term of Agreement

Amendment 1 extends the term of the Agreement through June 30, 2018, with the option for additional annual extensions for a period not to exceed two additional years.

Revised Scope of Work

Amendment 1 also revises the Scope of Work to extend all relevant tasks to FY 2017-18.

Updated Hourly Billing Rates

Amendment 1 also updates single client hourly billing rates to the following:

Principals \$290

Consultants* \$175 to \$250

Research Assistants \$125

* Specific billing rates will depend on the expertise of the individual professional performing the work.

Other Terms of Agreement

All other terms of the Agreement remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed:

Dated: August 21, 2017

Public Economics, Inc.

EIN 33-0501261

211 S. Glassell Street

Orange, California 92866-1470

714-647-6242

www.pub-econ.com

By: 

Dante Gumucio, CEO

Dated: _____

Capistrano Unified School District

By: _____

Its: _____

FIRST AMENDMENT TO ICA NO. 1617097

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND GAYLE M. PARIDE

This First Amendment to ICA No. 1617097 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Gayle M. Paride (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. 1617097 to reflect a contract term expiring June 30, 2018;

NOW, THEREFORE, said Agreement is amended as follows:

1. The term of ICA No. 1617097 is valid through June 30, 2018.

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

Capistrano Unified School District

Vendor

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: November 8, 2017

Date: _____



INDEPENDENT CONTRACTOR MASTER AGREEMENT

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

GAYLE M. PARIDE

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

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

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

NOW, THEREFORE, the Parties agree as follows

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$13,000.00 in the aggregate under the term of this Agreement.

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

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

☒ 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 21, 2016

Contractor

Signature *Gayle M. Paride*
Name Gayle M. Paride
Title Principal Consultant
Address 12 Agia
LA CA 92677
Email Address on file
FEIN on file

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

FEE SCHEDULE

Gayle Paride Marketing & Communications Consulting

Gayle Paride
12 Agia
Laguna Niguel, CA 92677
714-390-0922
gparide@pacbell.net

Description of Services

- Provide community outreach and support to Education Services
- School Calendar Announcements: 2017-2018 and 2018-2019, 2019-2020 School Calendars
- College Fair 2016 coordination, outreach and strategic planning
- Career Technical Education launch strategy and development
- Internal communications coordination and support
- Coordination and strategic planning for additional projects, as identified (Learning in Capo Spotlights, events and kick-offs)

Rate of Pay & Expenses

Rate of Pay is \$55/hour or a daily rate of \$440.00

Signature _____ Date _____

Typed or Printed Name Gayle Paride

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: John Forney, Chief Facilities Officer

Date: November 8, 2017

Board Item: Resolution No. 1718-22, Approving the Annual and Five-Year Reportable Fees Report for Fiscal Year 2016-2017, in Compliance with Government Code § 66001 and § 66006

HISTORY

On February 9, 1998, the Board of Trustees adopted guidelines in Senate Bill 1693 legislation requiring school districts to justify and report the need and reasonableness of any collection and spending of developer fees for new school facilities. In compliance with Government Code § 66001 and § 66006, findings on the type and amounts of fees are to be published in Annual and Five-Year Reports, as long as the District continues to use developer fees as a funding mechanism for new school facility projects.

BACKGROUND INFORMATION

The District has an annual Independent Contractor Agreement with Cooperative Strategies, LLC (formerly Dolinka Group, LLC) to assist the District in preparation of the Annual and Five-Year Reportable Fees Report for Fiscal Year 2016-2017, in compliance with Government Code § 66001 and § 66006.

CURRENT CONSIDERATIONS

Approval of Resolution No. 1718-22 authorizing the Annual and Five-Year Reportable Fees Reports for Fiscal Year 2016-2017, in compliance with Government Code § 66001 and § 66006.

FINANCIAL IMPLICATIONS

All cost associated with the preparation of the reports were funded from developer fees in the amount of \$2,600.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1718-22, Approving the Annual and Five-Year Reportable Fees Report for Fiscal Year 2016-2017, in Compliance with Government Code § 66001 and § 66006.

PREPARED BY: John Forney, Chief Facilities Officer

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

Page 1 of 1

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1718-22

**APPROVING THE ANNUAL AND FIVE-YEAR REPORTABLE FEES REPORT FOR
FISCAL YEAR 2016-2017, IN COMPLIANCE WITH GOVERNMENT CODE § 66001
AND § 66006**

WHEREAS, the Capistrano Unified School District (District) has received and expended statutory and/or alternative school facilities fees (Reportable Fees) for the construction and/or modernization of the District's school facilities in order to accommodate students from new development (School Facilities); and

WHEREAS, pursuant to Government Code § 66006(a), the District has established and maintained a separate capital facilities account for the Reportable Fees (Reportable Fees Account); and

WHEREAS, pursuant to Government Code § 66006(a), the Reportable Fees have been deposited into the Reportable Fees Account in order to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments, and has expended the Reportable Fees, along with any interest income earned, solely for the purpose(s) for which the Reportable Fees were originally collected; and

WHEREAS, Government Code § 66006(b)(1) provides that the District shall make a written report containing certain required information available to the public within 180 days after the last day of each fiscal year; and

WHEREAS, Government Code § 66006(b)(2) requires that the Board of Trustees of the District (Board) review the information made available to the public, including the report entitled, "Annual and Five Year Reports," (Report) at the next regularly scheduled public meeting, at least 15 days after the Report was made available to the public; and

WHEREAS, the Report contains the requisite information and proposed findings concerning the collection and expenditure of Reportable Fees pursuant to Government Code § 66006 and § 66001; and

WHEREAS, pursuant to Government Code § 66006(b)(2), notice of the time and place of the Board meeting, where the Report would be considered for adoption (Notice), was mailed at least 15 days prior to the Board meeting, to any interested party who filed a written request with the District for mailed Notice of the Board meeting; and

WHEREAS, the District posted Notice in the District's regular posting locations and published Notice in a newspaper of general circulation within the District's boundaries; and

WHEREAS, Government Code § 66001(d) provides that for the fifth fiscal year following the first deposit into the Reportable Fees Account, and every five years thereafter, the District shall make findings with respect to the portion of the Reportable Fees Account that remains unexpended; and

WHEREAS, when Government Code § 66001(d) requires certain findings, these findings will be made at the same time as that information required by Government Code § 66006(b); and

WHEREAS, pursuant to Government Code § 66001(e) and (f), the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete School Facilities Projects (Project), and the Projects remain incomplete; and

WHEREAS, the District has complied with all of the foregoing provisions.

IT IS HEREBY RESOLVED by the Board of Trustees of the Capistrano Unified School District as follows:

Section 1. The Board finds and determines that the foregoing recitals and determinations are correct.

Section 2. Pursuant to Government Code § 66006(a), the District has established and maintained a Reportable Fees Account during Fiscal Year 2016-2017.

Section 3. Pursuant to Government Code § 66006(a), the Reportable Fees collected during Fiscal Year 2015-2016 have been deposited into the Reportable Fees Account in order to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments, and has expended the Reportable Fees, along with any interest income earned, solely for the purpose(s) for which the Reportable Fees were originally collected.

Section 4. Pursuant to Government Code § 66006(b)(1), the District made the Report available to the public within 180 days after the last day of Fiscal Year 2016-2017.

Section 5. Pursuant to Government Code § 66006(b)(1), the Board reviewed the Report at the next regularly scheduled public meeting, at least 15 days, after the Report was made available to the public.

Section 6. Pursuant to Government Code § 66006(b)(1) and (2), the Board reviewed the Report which is incorporated by this reference and contains the following information:

- (A) A brief description of the type of Reportable Fees in the Reportable Fees Account;
- (B) The amount of the Reportable Fees;
- (C) The beginning and ending balance of the Reportable Fees Account;
- (D) The amount of Reportable Fees collected and the interest earned;
- (E) An identification of each Project on which Reportable Fees were expended and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Reportable Fees;
- (F) An identification of an approximate date by which the construction of the Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in § 66001(a)(2), and the Project remains incomplete;
- (G) A description of each interfund transfer or loan made from the Reportable Fees Account, including the Project on which the transferred or loaned Reportable Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Reportable Fees Account will receive on the loan; and
- (H) The amount of refunds made pursuant to § 66001(e) and any allocations pursuant to § 66001(f).

Section 7. Pursuant to Government Code § 66006(b)(2), Notice was mailed at least 15 days prior to the Board meeting, to any interested party who filed a written request with the District for mailed Notice of the Board meeting.

Section 8. The District posted Notice in the District's regular posting locations and published Notice in a newspaper of general circulation within the District's boundaries.

Section 9. Pursuant to Government Code § 66001(d), the Board reviewed the Report which is incorporated by this reference and contains the following proposed findings:

- (1) Identification of the purposes to which the Reportable Fees are to be put;
- (2) Demonstration of a reasonable relationship between the Reportable Fees and the purpose for which they are charged;
- (3) Identification of all sources and amounts of funding anticipated to complete incomplete Projects of the District; and
- (4) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the respective District account(s).

Section 10. When findings are required by Government Code § 66001(d), these findings shall be made at the same time as the findings as that information required by Government Code § 66006(b).

Section 11. Pursuant to Government Code § 66001(e) and (f), the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete Projects, and the Projects remain incomplete.

Section 12. The Board determines that the District is in compliance with Government Code § 66000, *et seq.*, regarding the receipt, deposit, investment, expenditure and/or refund of Reportable Fees received and expended relative to Projects for Fiscal Year 2016-2017.

Section 13. The Board determines that no refunds and allocations of Reportable Fees, as required by Government Code § 66001(e) and § 66006(b)(1)(H) are deemed payable at this time for Fiscal Year 2016-2017.

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 the 8th day of November, 2017, by a roll call vote.

Patricia Holloway
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees



COOPERATIVE
STRATEGIES

COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

CAPISTRANO UNIFIED SCHOOL DISTRICT

ANNUAL AND FIVE-YEAR REPORTS

OCTOBER 17, 2017

PREPARED FOR:

**Capistrano Unified
School District**

33122 Valle Road

San Juan Capistrano, CA 92675

T 949.234.9200

PREPARED BY:

Cooperative Strategies

8955 Research Drive

Irvine, CA 92618

T 844.654.2421

T.O.C.

<u>SECTION</u>	<u>PAGE</u>
I. INTRODUCTION-----	1
II. ANNUAL REPORT-----	2
III. FIVE YEAR REPORT-----	6

EXHIBITS

SCHEDULE A:

Reportable Fee Expenditures for Fiscal Year 2016/2017

I. INTRODUCTION

Sections 66001 and 66006 of the Government Code require that Capistrano Unified School District ("School District") provide to the public information on impact fees received from new residential and commercial/industrial development to mitigate the impact of that new development on the school facilities of the School District. The School District currently collects statutory school fees ("Statutory School Fees") pursuant to Sections 17620 *et seq.* of the Education Code and Sections 65995 *et seq.* of the Government Code ("Reportable Fees").

The School District is required to provide the following information on Reportable Fees for the prior fiscal year:

1. The beginning and ending balances of Fund 25
2. Types and rates of Reportable Fees collected
3. Amount of Reportable Fees collected and interest earned
4. Amounts spent on projects to accommodate additional enrollment from new residential and commercial/industrial development

The Reportable Fees do not include special tax proceeds, proceeds of bonds, or letters of credit to secure payment of Reportable Fees at a future date. Further, the School District identifies Reportable Fees have not been levied, collected, or imposed for general revenue purposes.

Additionally, the School District is required to identify the following:

1. The purpose to which unexpended Reportable Fees will be spent
2. The reasonable relationship between the unexpended Reportable Fees and the purpose to which they are to be spent
3. The funding sources and expected funding availability date for school facilities projects for which unexpended Reportable Fees are required

The following Annual and Five-Year Reports ("Reports") for the fiscal year ending June 30, 2017 include the information and proposed findings the School District intends to review and adopt in accordance with Sections 66001 and 66006 of the Government Code.

II. ANNUAL REPORT

In accordance with Government Code Section 66006(b)(1) and (2), the School District hereby presents the following information for fiscal year 2016/2017 (i.e. July 1, 2016 through June 30, 2017) with regard to the annual Reportable Fees:

A. **Description of the Type of Reportable Fees in the Account or Sub-account(s) of the School District**

The Reportable Fees of the School District for fiscal year 2016-2017 consist of Statutory School Fees. Statutory School Fees are collected by the School District from new residential and commercial/industrial development.

B. **Amount of the Reportable Fees**

The amount of Reportable Fees is based on the effective Statutory School Fee and the Alternative School Fees.

Statutory School Fees

The Statutory School Fees for the period between July 1, 2016 and June 30, 2017 were established by the Board of Trustees ("Board") of the School District on March 23, 2016, by Resolution No. 1516-44. This resolution adopted the Statutory School Fees for new residential and commercial/industrial development based on the reports titled "Residential Development School Fee Justification Study" and "Commercial/Industrial Development School Fee Justification Study" (collectively, "Studies"), both dated March 10, 2016.

Table 1 lists the fee amounts and effective dates for the applicable Statutory School Fees for fiscal year 2016/2017.

Table 1
Effective Dates for Developer Fee Justification Reports

Item	Effective Dates (for FY 2016/2017)	Fee Amount (Per Square Foot)
Statutory School Fees	July 1, 2016 – June 30, 2017	Residential - \$3.48 Commercial/Industrial - \$0.56

C. Beginning and Ending Balance of Account and Sub-Account(s):

Table 2 lists the fiscal year 2016/2017 beginning and ending balances for Fund 25, the Capital Facility Fund, which holds all Reportable Fees:

Table 2
Beginning and Ending Balances for Fund 25

Item	Fund Balance
Beginning Balance (7/1/2016) ^[1]	\$7,423,407.47
Ending Balance (6/30/2017)	\$3,364,636.77
[1] Please note that the 2016/2017 beginning balance differs from the 2015/2016 ending balance due to the exclusion of mitigation fees associated with the Rancho Mission Viejo and Pacifica San Juan projects, which are not Reportable Fees.	

D. Amount of the Reportable Fees Collected and Interest Earned

Table 3 below shows the amount of Reportable Fees collected and interest earned during fiscal year 2016/2017 to accommodate students from additional development.

Table 3
Amount of Reportable Fees Collected

Item	Total Revenues
Amount Collected	\$2,527,841.99
Interest Earned	\$157,042.22
Other income/Adjustments	\$4,960.00
Total	\$2,689,844.21

E. Identification of Each Improvement on Which Reportable Fees Were Expended and the Amount of the Expenditures on Each Improvement, Including the Total Percentage of the Cost of Each Project of the School District that Was Funded with Reportable Fees

Schedule A to this report identifies the amount of Reportable Fees expended on School Facilities in fiscal year 2016/2017, as well as the percentage of each improvement funded by Reportable Fees.

F. Identification of an Approximate Date by Which the Construction of Project(s) of the School District will Commence if the School District Determines that Sufficient Funds have been Collected to Complete Financing on an Incomplete Project of the School District, as Identified in Paragraph (2) of Subdivision (A) of Section 66001, and the Project of the School District Remains Incomplete

The School District has determined that at the close of fiscal year 2016/2017, Reportable Fees and other sources of funding were sufficient to complete classroom addition project at Tesoro High School in school year 2017/2018. Construction of the Tesoro High School classroom addition project began in fiscal year 2016/2017.

G. Description of each Interfund Transfer or Loan Made from the Account or Sub-Account(s), Including Project(s) of the School District on which the Transferred or Loaned Reportable Fees will be Expended, and, in the Case of an Interfund Loan, the Date on Which the Loan will be Repaid, and the Rate of Interest that the Account or Sub-Account(s) will Receive on the Loan

No Interfund Transfers or Loans were made from the account. In Fiscal Year 2016/2017.

H. The Amount of Refunds Made or Revenues Allocated for Other Purposes if the Administrative Costs of Refunding Unexpended Revenues Exceed the Amount to be Refunded

No refunds of Reportable Fees were made pursuant to Section 66001(e) of the Government Code in fiscal year 2016/2017.

I. **Summary Table of Fund Balance, Revenues, and Expenditures**

Table 4 below summarizes the beginning and ending balances, the amount of Reportable Fees collected and interest earned, and total expenditures from Fund 25 during fiscal year 2016/2017.

Table 4
Fund 25 Activity Summary (FY 2016/2017)

Item	Amount
Beginning Balance (7/1/2016)	\$7,423,407.47
Reportable Fees Collected and Interest Earned	\$2,689,844.21
Expenditures – Schedule A	(\$6,748,614.91)
Ending Balance (6/30/2017)	\$3,364,636.77

III. FIVE YEAR REPORT

In accordance with Government Code Section 66001, the School District provides the following information with respect to the Reportable Fees in the account or sub-account(s) remaining unexpended, whether committed or uncommitted to projects:

A. Identification of the Purpose to which the Reportable Fees are to be Put

The purpose of the Reportable Fees imposed and collected on new residential and commercial/industrial development within the School District during fiscal year 2016/2017 was to fund the additional school facilities required to serve students generated by new development within the School District. Specifically, the Reportable Fees will be used for the construction, expansion, and/or acquisition of additional School Facilities, furnishing and equipping such facilities, as well as acquiring and installing additional portable classrooms to accommodate students.

B. Demonstration of a Reasonable Relationship Between the Reportable Fees and the Purposes for which they are Charged

There is a roughly proportional and a reasonable relationship between the new development upon which the Reportable Fees are charged and the need for additional School Facilities. This relationship is based on the additional students that will be generated by new development within the School District exceeding the School District's existing student capacity. Furthermore, the Reportable Fees do not exceed the costs of providing school facilities for the students generated from the development in which such fees were collected (as set forth in the Studies, referred to herein Section II.B).

C. **Identification of All Sources and Amounts of Funding Anticipated to Complete Financing of the School Facilities the School District has Identified in the School District's Reports**

Table 5 below lists the proposed funding sources for all pending School Facility projects presently identified by the School District.

Table 5
Potential Funding Sources for Planned School Facility Projects

Sources	GO Bond Proceeds	Community Facilities Districts	Reportable Fees	Total
Tesoro HS Classroom Additions	N/A	\$11,018,944	\$3,981,056	\$15,000,000
Elementary School Classroom Additions and Replacement ^[1]	TBD	TBD	TBD	\$78,612,780
K-8 School Classroom Additions and Replacement ^[1]	TBD	TBD	TBD	\$19,492,500
Middle School Classroom Additions and Replacement ^[1]	TBD	TBD	TBD	\$27,416,250
Other High School Classroom Additions and Replacement ^[1]	TBD	TBD	TBD	\$28,818,00

[1] Facilities Master Plan Budget, WLC Architects, 2016.

D. Identification of the Approximate Dates on Which the Funding Referred to in Section III.C is Expected to be Deposited into the Appropriate Account or Fund

Table 6 lists the approximate dates on which the funds are expected to be available for the school facility projects presently identified by the School District.

Table 6
Timing of Funds for Planned School Facility Projects

Sources	GO Bond Proceeds	Community Facilities Districts	Reportable Fees
Tesoro HS Classroom Additions	N/A	Funds Currently Available	Funds Currently Available
Elementary School Classroom Additions and Replacement	TBD	TBD	As Available
K-8 School Classroom Additions and Replacement	TBD	TBD	As Available
Middle School Classroom Additions and Replacement	TBD	TBD	As Available
Other High School Classroom Additions and Replacement	TBD	TBD	As Available

SCHEDULE A

**Public Improvements on Which
Reportable Fees Were Expended**

CAPISTRANO UNIFIED SCHOOL DISTRICT**Public Improvements on Which Reportable Fees Were Expended**

Fiscal Year 2016/2017

Schedule A

Project	Amount Paid From Fees During FY 2016/2017	Percent of Total Cost Funded With Fees
Bergeson Elementary School	\$ 346,913.34	99.88%
Building & Building Improvements	\$ 324,510.57	99.87%
Building Improvements: DSA	\$ 2,961.29	100.00%
Building Improvements: Inspection	\$ 2,903.25	99.97%
Furniture and Equipment: Instructional	\$ 16,538.23	100.00%
Orange County Academy of Sciences & Arts	\$ 95,426.70	33.42%
Building & Building Improvements	\$ 89,526.70	32.01%
Building Improvements : Preliminary Tests	\$ 5,900.00	100.00%
Ladera Ranch Elementary School	\$ 88,288.28	100.00%
Furniture & Equipment : Instructional	\$ 88,288.28	100.00%
Ladera Ranch Middle School	\$ 159,035.65	100.00%
Other Supplies: Non-Instructional	\$ 405.81	100.00%
Rentals, Leases, and Repairs	\$ 7,209.76	100.00%
Building & Building Improvements	\$ 84,525.92	100.00%
Building Improvements : Architect Fees	\$ 44,866.62	100.00%
Building Improvements : DSA	\$ 595.00	100.00%
Furniture & Equipment : Instructional	\$ 21,432.54	100.00%
Aliso Niguel High School	\$ 179,544.51	100.00%
Building & Building Improvements	\$ 177,877.21	100.00%
Building Improvement - DSA	\$ 993.38	100.00%
Furniture & Equipment : Non-Instructional	\$ 673.92	100.00%
San Clemente High School	\$ 1,851,275.31	72.85%
Land Acquisition : CEQA Support Costs	\$ (76.64)	N/A
Building & Building Improvements	\$ 183,117.31	77.17%
Building Improvement - DSA	\$ 969.00	100.00%
Building Improvement: CDE	\$ 7,321.09	100.00%
Building Improvements : Construction	\$1,511,814.86	72.56%
Building Improvements : Construction Testing	\$ 14,860.00	100.00%
Building Improvements : Inspection	\$ 133,269.69	67.50%

San Juan Hills High School	\$	3,240,444.03	95.00%
Instructional Material & Supplies	\$	6,491.59	99.97%
Land Acquisition : CEQA Support Costs	\$	(1,500.00)	N/A
Building & Building Improvements	\$	504,334.35	100.00%
Building Improvments : Architect Fees	\$	1,897.27	41.94%
Building Improvement: CDE	\$	6,930.00	100.00%
Building Improvments : Construction	\$	2,619,461.15	95.20%
Building Improvments : Inspection	\$	102,829.67	48.90%
Tesoro High School	\$	255,515.96	11.96%
Building Improvement: CDE	\$	7,236.60	100.00%
Building Improvments : Preliminary Tests	\$	30,755.34	61.04%
Building Improvments : Construction	\$	96,631.02	5.45%
Building Improvement: Construction Management Fees	\$	108,330.00	100.00%
Building Improvments : Inspection	\$	3,968.00	2.09%
Furniture & Equipment : Non-Instructional	\$	8,595.00	100.00%
Districtwide	\$	532,171.13	67.94%
Consulting Services/Legal Counsel	\$	102,492.75	78.71%
Districtwide Strategic Growth Planning	\$	283,026.67	100.00%
Building & Building Improvements	\$	146,651.71	39.63%
Total	\$	6,748,614.91	N/A

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Jeremy Davis, Chief Technology Officer

Date: November 8, 2017

Board Item: Proposal for Services for QSS/OASIS Version L Migration Support – Harris School Solutions

HISTORY

The District previously used QSS (Quintessential School Systems) as the Business Services and Human Resource Services software solution for over ten years. That data still remains on the District HP3000 servers in the QSS system and database.

BACKGROUND INFORMATION

The District needs to convert all QSS data to a new database on a virtual server to ensure access to all historical business and human resources data. The District will be placing all archive data in a new structured query language (SQL) database on a virtual server. The District will then work with Harris School Solutions to install the most updated version of QSS onto that virtual server for future access to the data.

CURRENT CONSIDERATIONS

Trustees approved a contract at the October 11, 2017 Board meeting with Harris School Solutions for this service, but a few adjustments were negotiated after that date to change the language of the agreement. The modifications include the assignment of a Harris project manager to keep the project on track, clarification on the response methods and details on the handling of District and contractor delays.

FINANCIAL IMPLICATIONS

The contract amount remains at \$25,446.50. Harris School Solutions will not quote the migration until this maintenance contract is fully executed. The most recent quote for migration services was \$7,800. If the migration takes longer than three months, the District will need to contract for an additional quarter of maintenance services at a cost of \$25,446.50.

STAFF RECOMMENDATION

It is recommended the Board approve the Proposal for Services agreement with Harris School Solutions with the additional language.

PREPARED BY: Jeremy Davis, Chief Technology Officer

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

Page 1 of 1



PROPOSAL FOR SERVICES

ORGANIZATION: Capistrano USD
32972 Calle Perfecto
San Juan Capistrano, CA 92675

CONTACT NAME: Jeremy Davis, CTO
JMDAVIS@capousd.org
949-234-9474

Thank you for your request. This quote is to provide you with one quarter of QSS/OASIS maintenance to be used exclusively for Version L migration support. Additional services to complete the project will be quoted and a tentative schedule provided when payment of one quarter maintenance is received by Harris School Solutions.

Harris and Customer Responsibilities:

- Customer must have a fully paid maintenance agreement in force. Minimum of one quarter required. Payment of **\$25,446.50** must be received before the LEAP migration quote can be generated.
- Migration services, above and beyond the maintenance agreement, are required to complete the LEAP migration. A quote will be generated including project plan and cost estimate with a mutually agreed upon timeline for migration.
- Migration services (i.e. programming, installation, project management, and consulting) require 50% up-front payment prior to the start of project. Harris will assign a project manager to act as a point of escalation and who will be responsible for keeping the project on track.
- One quarter of maintenance/support will start the first day of migration project. During the migration quarter, Capistrano Unified School District representatives may contact Harris School Solutions for support questions related only to the migration project. Customer agrees that the primary means of providing information shall be through the **QSS** provided Secure Support Area website (FreshDesk). Responses will be made in a timely fashion via responses to ticket(s) entered and may include phone calls for verification or confirmation. Harris provides no guarantee for turn around response time. This quote does not include on-site support, live on demand phone assistance, or online chat. On-site support would be billable upon request.

- Should the project require additional time due to delays by customer additional quarter(s) of support shall be required. Customer delays include the lack of testing/confirmation as requested during the project and/or issues with hardware or access to the customer environment out of the control of Harris.
- Should the project require additional time due to delays by Harris, the customer will not incur additional maintenance costs to extend this contract.

Cost: please see above: \$25,446.50 for 1 quarter QSS Version L Migration Support

Prepared by: Beth Senn, Vice-President, Support Services

Date: October 17, 2017

This proposal is valid for 45 days from the above date.

Please sign and return this by email to: bsenn@harriscomputer.com.

Client Approval:

Signed: _____
 Name: Philippa Townsend, Assistant Superintendent
 Date: _____
 PO #: _____

Harris Approval:

Signed: _____
 Name: Beth Senn, Vice President, Support Services
 Date: _____

Please remit payment to:

Harris School Solutions

PO Box 74008484
 Chicago, IL 60674-8484

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Kristin Hilleman, Director II, Food and Nutrition Services

Prepared by: Josh Readman, Supervisor, Purchasing

Date: November 8, 2017

Board Item: Oliver Equipment Lease - Oliver Packaging and Equipment Company

HISTORY

The Orange County Health Care Agency Environmental Health Department classifies all District Elementary School kitchens as pre-packaged food facilities. The District requires packaging equipment to ensure food is wrapped appropriately.

BACKGROUND INFORMATION

To increase the visual appeal and environmental sustainability of the food packaging and provide the ability to grow current menu selections while maintaining pre-packaged status, Food and Nutrition Services would like to partner with Oliver Packaging and Equipment Company.

CURRENT CONSIDERATIONS

Food and Nutrition Services requests approval to enter into the equipment lease for an Oliver 1908 Heat Seal Machine. This piece of equipment will offer a cost savings, as well as, environmental savings by using less film per compostable tray than the current trays and packing machine used. The ability of this sealer to top seal the tray will offer better visual appeal for saucy entrée items, longer shelf life for entrée salads and will allow for menu expansion. The goal for Food and Nutrition Services is to increase student satisfaction and participation. By implementing the use of the Oliver 1908 heat sealing machine and using the Oliver trays and film, the department will be able to expand scratch cooking, vegan and vegetarian menu options and will develop a Districtwide staff meal program.

FINANCIAL IMPLICATIONS

Oliver Packaging and Equipment Company will waive the equipment rental fee based on the District's annual food tray volume of 250,000 units. The cafeteria fund will cover the food tray costs.

STAFF RECOMMENDATION

It is recommended the Board approve the Oliver Equipment Lease with Oliver Packaging and Equipment Company for the 1908 Heat Seal Machine.

PREPARED BY: Kristin Hilleman, Director II, Food and Nutrition Services

PREPARED BY: Josh Readman, Supervisor, Purchasing

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services



OLIVER EQUIPMENT LEASE

Oliver Packaging and Equipment Company ("OPEC"), innovators in meal packaging systems, is pleased to enter into this lease arrangement with:

Capistrano Unified School District ("Customer" or "You") with an address at
(Customer Name)

32972 Calle Perfecto, San Juan Capistrano, CA 92675
(Customer Address)

for the lease of the following equipment (the "Equipment") by OPEC to You:

Equipment: ☐ 1208 Heat Seal Machine ☐ 9906 Tabletop Labeler
☐ 1308 Heat Seal Machine ☐ 9864 Automated Labeler
☐ 1808 Heat Seal Machine ☐ 2300 Flow Wrapper
☒ 1908 Heat Seal Machine

subject to the terms and conditions specified below and on the attached Schedule A ("Lease Responsibilities and Acknowledgments"):

Consumable:	Annual Volume:	Rental Fee:	Shipping/Handling:
Trays/Films	250,000 Trays	\$0	\$575 Each
Choose an item.		Choose an item.	Choose an item.
Choose an item.		Choose an item.	Choose an item.
Choose an item.		Choose an item.	Choose an item.

To the extent that OPEC agrees to lease to Customer additional pieces of equipment at a later date, such equipment (as detailed on future invoices delivered by OPEC to Customer) shall be deemed "Equipment" for all purposes under this lease and subject to the terms and conditions hereof.

In consideration of the mutual covenants and promises contained herein and on the following pages, OPEC and Customer hereby agree, intending to be legally bound, to the terms and conditions described herein and on the attached Schedule A.

OLIVER PACKAGING AND EQUIPMENT COMPANY

CUSTOMER: Capistrano Unified School District

Signature: _____
Name: Chadd Floria
Title: Business Director
Date: _____

Signature: _____
Name: Philippa Townsend
Title: Assistant Superintendent, Fiscal Services
Date: _____

SCHEDULE A

"LEASE RESPONSIBILITIES AND ACKNOWLEDGMENTS"

Your responsibilities:

- As consideration for your use of the Equipment as described herein, You agree to purchase from OPEC the minimum volumes of consumable product ("Consumable Product") specified on the first page of this lease. In the event that You do not anticipate meeting such minimum purchase requirement, you may alternatively pay to OPEC a one-time lease fee in the amount specified on the first page of this lease.
- You agree (a) to purchase all Consumable Product for use with the Equipment from OPEC, and (b) that You will not use any packaging materials or products with or on the Equipment other than Consumable Product purchased from or supplied by OPEC.
- You agree to purchase and pay inbound shipping charges and customs, duties, taxes and fees (where applicable) on Consumable Product net 30 days.
- You agree to pay inbound shipping and handling charge on the Equipment net 30 days as specified on the first page of this lease.
- You agree to complete a credit application (subject to approval by OPEC).
- You agree to immediately notify OPEC if the Equipment does not operate according to the specifications provided to You or if the Equipment is damaged or destroyed. Such notification may be made by calling 1-800-253-3893 24 hours per day, 7 days per week.
- You agree to obtain and maintain property insurance and comprehensive liability insurance covering the Equipment and providing for the full replacement cost of same, to name OPEC as a loss payee on such property insurance and as an additional insurance on such liability insurance, and to provide proof of such insurance to OPEC. Such insurance shall provide that no modification or cancellation thereof shall be effective as to OPEC without 30 days prior written notice to OPEC.
- You shall pay all applicable personal property taxes on the Equipment as determined by the taxing authority for the jurisdiction in which the Equipment is located.
- You shall maintain the Equipment in good repair, condition and working order, including regularly following the maintenance steps listed in the manual and maintenance checklist for the Equipment. You shall be responsible for all costs and expenses arising out of Your misuse or abuse of the Equipment or any unauthorized modifications or repairs to the Equipment. All repairs, replacements and substitutions to the Equipment are the property of OPEC. OPEC shall have the right to inspect the Equipment upon reasonable advance notice to You. You agree that only Your employees who are trained on the Equipment shall operate the Equipment, and that the Equipment shall only be operated in accordance with the instructions in the manual.
- You will not remove the Equipment from the address specified above unless granted written permission from OPEC.
- If OPEC supplies You with a plate or other marking stating that the Equipment is owned by OPEC, You agree to affix and keep the plates or other markings in a prominent and visible place on the Equipment.
- You will not cause any lien or encumbrance to be placed on the Equipment.
- You agree to indemnify OPEC and its officers, directors, shareholders, agents, and employees against, and will hold those persons harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the Equipment, including, without limitation, the delivery, possession, use, operation, or return of the Equipment or OPEC's exercise of its rights and remedies under this lease and applicable law. Your obligations under this paragraph shall survive any expiration or termination of this lease.

OPEC responsibilities:

- OPEC will make the Equipment available to You for use exclusively with OPEC-supplied Consumable Products.
- OPEC shall repair any damage or defect in the Equipment at OPEC's expense to the extent such damage or defect is not a result of Your use of the Equipment in a manner inconsistent with this lease.
- OPEC shall set up and train Your staff on the use of the Equipment, and shall provide a manual and maintenance checklist for the Equipment.

- You shall acknowledge, for verification and tracking purposes, the model and serial number of the Equipment on each invoice statement. For each piece of Equipment listed on that document, You agree to abide by the responsibilities listed above and will immediately notify OPEC of any discrepancies in such Equipment information.
- OPEC agrees to indemnify Customer and its officers, trustees, agents, and employees against, and will hold those persons harmless from, any and all claims, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from any claim of a third party alleging (a) any bodily injury, death of any person or damage to property caused by the negligent acts or omissions of OPEC or its personnel or (b) that the Equipment or Customer's use of the Equipment infringes any intellectual property right of a third party if, in each case, Customer notifies OPEC promptly in writing, not later than 30 days after Client receives notice of the claim (or sooner if required by applicable law), and gives OPEC sole control of the defense and any settlement negotiations. Notwithstanding the foregoing, OPEC is not obligated to indemnify or defend Customer or its officers, trustees, agents or employees against any claim or related losses that arise out of or result from Client's or its personnel's negligence or more culpable act or omission (including recklessness or willful misconduct), or use of the Equipment in any manner that does not materially conform with any usage instructions provided by OPEC.

Acknowledgements:

- YOU ACKNOWLEDGE THAT THE EQUIPMENT IS BEING PROVIDED TO YOU AS IS, AND THAT OPEC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. OPEC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, WITH RESPECT TO YOUR USE OF THE EQUIPMENT OR THIS LEASE.
- You acknowledge that title in the Equipment remains in the name of OPEC, and that nothing herein grants to You an ownership interest in the Equipment. You agree that OPEC may file any UCC financing statement it deems appropriate to notify third-parties of OPEC's ownership of the Equipment. You shall execute and deliver to OPEC, upon OPEC's request, such other instruments and assurances as OPEC deems necessary or advisable for the confirmation or perfection of this lease and OPEC's rights under this lease, including, without limitation, the filing or recording of financing statements. You hereby appoint OPEC as Your attorney in fact to take those actions that OPEC deems to be necessary or advisable to perfect or continue OPEC's interests in the Equipment and this lease. The Equipment is and shall remain personal property, and shall not become a fixture or otherwise part of, or attached to, any real estate at any time. OPEC shall have the right, from time to time during reasonable business hours, to enter upon Your premises or elsewhere for the purposes of confirming the existence, condition and the proper maintenance of the Equipment.
- Upon the occurrence of any default of Your obligations hereunder, OPEC shall have all the rights and remedies provided by applicable law and by this lease. Notwithstanding that this lease is a lease and title to the Equipment is at all times in OPEC, OPEC may nevertheless at its option elect to exercise those rights and remedies of a secured party under the Uniform Commercial Code. In addition, OPEC, at its option, may: (a) declare all unpaid payments and other sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or in equity to enforce performance by You of any and all covenants of this lease and to recover damages for the breach thereof; (c) demand that You deliver the Equipment immediately to OPEC at Your expense at such place as OPEC may designate; and (d) without notice, liability or legal process, enter by itself and/or its agents into any premises of or under control or jurisdiction of You or any Your agents where the Equipment may be or is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, You hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession.
- You acknowledge that risk of loss with respect to the Equipment remains with You until the Equipment is returned to OPEC in accordance with the terms hereof.

Termination:

- This lease will continue until the earliest to occur of the following: (1) Your failure to purchase the minimum amount of Consumable Product within a particular quarter or calendar year; (2) Your decision to discontinue using the Equipment; (3) Your purchase of Consumable Product from any person other than OPEC; (4) You (a) become insolvent or unable to pay Your debts when they become due, (ii) commence any action or proceeding under any bankruptcy or insolvency law for the reorganization, arrangement, composition or similar relief, (iii) have commenced against it any action or proceeding under any bankruptcy or insolvency law that remains undismissed or unstayed for a period of sixty (60) days, or (iv) make an assignment for the benefit of creditors, goes into liquidation or receivership or otherwise lose legal control of Your business, or (5) Your breach of any other provision of this lease which is not cured within seven (7) days from notice by OPEC to You of such breach. Upon any such occurrence, you shall immediately return the Equipment to OPEC in the same (or better) condition and repair than when provided to You. OPEC shall have no obligation to purchase unused Consumable Product from You, and all costs associated with returning the Equipment to OPEC shall be paid by You.

Miscellaneous:

- All shipments of the Equipment, and Consumable Product, and the terms of sale for all products purchased by You from OPEC in connection with Your use of the Equipment, are subject to OPEC's Standard Terms and Conditions of Sale provided on invoices.

- This lease is governed by the laws of the State of Michigan without regard to conflict of laws principles. The parties agree that any dispute regarding this lease shall be brought in a court whose jurisdiction includes Kent County, Michigan, and the parties consent to the jurisdiction of such court.
- This lease contains the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether oral or written, between the parties concerning such subject matter. This lease may be modified or amended only by a written agreement signed by both parties. The invalidity or unenforceability of any provision of this lease shall not affect its other provisions, and this lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The rights and remedies of the parties under this lease are cumulative and are in addition to any other rights or remedies available at law or in equity. This lease is binding upon and inures to the benefit of You and OPEC and their respective successors and permitted assigns. You may not assign this lease without OPEC's prior written consent. No waiver of any term of this lease will be valid unless signed by the party giving the waiver (and then only to the extent the writing specifies). The parties do not intend to confer any legal or contractual right or benefits to any person or entity who is not a party to this lease. This lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Ryan Carter, Executive Director, Construction , Maintenance and Operations

Date: November 8, 2017

Board Item: Change Order No. 1, Bid No. 1718-07, Crown Valley Elementary School Portable Classrooms and Restroom Project

HISTORY

Two bids for Bid No. 1718-07 for the Crown Valley Elementary School Portable Classrooms and Restroom Project were received and opened on June 19, 2017. The bidder offering the lowest base price was used to determine the lowest responsive bidder which was R. Jensen Co., Inc. in the amount of \$268,000.

BACKGROUND INFORMATION

The Board approved the Award of Bid No. 1718-07 in the amount of \$268,000 to R. Jensen Co., at the June 28, 2017 Board meeting.

CURRENT CONSIDERATIONS

Change Order No. 1 contains items related to soil mitigation, additional asphalt to accommodate path of travel and DSA required modifications to building ramps.

This change order consists of additions, deletions, or other revisions that are now being presented to the Board of Trustees for approval. All such changes in the work are performed under applicable conditions of the change in contract documents.

FINANCIAL IMPLICATIONS

The financial implications related to this agenda item are detailed in the attached exhibit for Change Order No. 1 to Bid No. 1718-07 in the amount of \$51,068.92. This will bring the total project cost up from \$268,000 to \$319,068.92.

STAFF RECOMMENDATION

It is recommended the Board approve Change Order No. 1 to Bid No. 1718-07 in the amount of \$51,068.92.

PREPARED BY: Ryan Carter, Executive Director, Construction, Maintenance and Operations

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services



ACTING AS AN AGENT FOR:

CAPISTRANO UNIFIED SCHOOL
DISTRICT CONSTRUCTION DEPT



CHANGE ORDER

NO. 01

PROJECT:

CVES/OCASA Portable Classrooms and Restroom

Owner: Capistrano Unified School District

Architect: WLC Architects

CM Firm: CJK Construction

CONTRACTOR:

R. Jensen Company

Date: 9/30/17

Architect Project Number: 1716-100

Bid Number: 171807

- | | |
|--|-------------|
| 01 It has been determined by the soils engineer and testing lab, the on-site soil is inadequate to achieve the required compaction rating. As such the Contractor has been directed to supplement 95% compaction @ 6" for 12" of Base. Work is to include, but not limited to removal of additional 6" of existing soil, export, placing 12" of approved Base(total), materials, and equipment. | \$17,415.53 |
| 02 The Contractor will need to install asphalt, filling existing landscape area in front of the new restroom. As such, a slurry seal will need to be provided protecting the longevity of the new A/C paving. Given the school's open floor plan, it has been determined to slurry seal all areas of the lower campus. Further more, the Contractor will need re-stripe all areas of blacktop. (2) Hopscotch, (1) Bike track, (2) 4-square, #1-100, (9) Double lines 20' LF each.

Per COR #09, the Contractor has been directed to paint on all numbers P-01 through P-14, all buildings are required to receive two coats of black paint. | \$10,946.90 |
| 03 Per the design drawings there will need to be modifications to the existing ADA entrance from the street. As such, the Contractor will need to demo, saw cut, and haul spoils for 130' sq. Add new curb and pathway not to exceed the required 2% slope at entrance. See RFI #05.02 | \$7,700.74 |
| 04 Upon installation of Modular classroom's 05, 08, and 09 the DSA approved drawings require ramp transitions that do not reflect what was on-site. As such, the Contractor has been directed to extend the asphalt ramp by approximately 20ft, in an effort to satisfy ADA requirements. All labor and material have been included in this Work Order. | \$3,127.68 |
| 05 The Contractor has been directed to repair and replace existing broken water lines at water pump that were part of existing the contract. All labor, materials, & equipment are to be included in this price. | \$864.85 |
| 06 Upon installing modular classrooms at OCASA from Capistrano Valley High School, it was required that all handrails are to be extended to meeting ADA requirements. As such, welding, painting, fabrication, and painting will need to applied to all 3 rooms. | \$2,795.96 |
| 07 The asphalt is required to be cleaned and pressure washed prior to new slurry seal application. As such, the Contractor has been directed to clean and pressure wash all exposed existing blacktop. Any and all clean up work is to be covered by this work orders and not limited to 08/11/17. | \$2,025.88 |
| 08 Upon conclusion of the scheduled construction, it has been determined a fence will be needed behind the new restroom portable building. As such, 3' walk gate is to be added, 7' LF fence added along fence line, and 3' fence panel. All fence is to be 4' tall see RFP 03R. | \$4,894.11 |
| 09 The Contractor relocated an existing storage shed per the District's request. As such, adding additional asphalt over-lay under new storage shed location is required per DSA compliance. | \$1,297.27 |



ACTING AS AN AGENT FOR:

CAPISTRANO UNIFIED SCHOOL
DISTRICT CONSTRUCTION DEPT



CHANGE ORDER

NO. 01

PROJECT:

CVES Portable Classrooms and Restroom

Owner: Capistrano Unified School District

Architect: WLC Architects

CM Firm: CJCK Construction

CONTRACTOR:

R. Jensen Company

Date: 9/30/17

Architect Project Number: 1716-100

Bid Number: 171807

TOTAL

\$51,068.92

The proposed change does **NOT** affect the final completion date required by the contract.

The proposed change will **DECREASE** the final completion date by _____ calendar days.

The proposed change will **INCREASE** the final completion date by _____ calendar days.

Structural Change

Non-Structural Change

Non-Fire / Life & Safety / Access Compliance Change

The original contract sum was:

\$268,000.00

Net Changes by previously authorized change orders:

\$0.00

The contract sum prior to this change order was:

\$268,000.00

The contract sum will be changed by this change order in the amount of:

\$51,068.92

New Contract Sum Including This Request for Change Order

\$319,068.92

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this change order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This change order is hereby agreed to, accepted, and approved, all in accordance with the General Conditions of the Contract Documents.

This change order is not valid until signed by the Contractor, Architect, and Owner.

CONTRACTOR

R Jensen Company

538 6th st.

Norco, CA 92860

By: *[Signature]*

Date: 10/3/2017

ARCHITECT

WLC Architects

8163 Rochester Ave Ste. 100

Rancho Cucamonga, CA 91730

By: *[Signature]*

Date: 10-3-17

OWNER

Capistrano Unified School District

33122 Valle Rd.

San Juan Capistrano, CA 92675

By: *[Signature]*

Date: 10/25/17



CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary / OCASA
 PROJECT: **Modular Restroom**
 ARCHITECT: WLC Architects

WORK ORDER

NO. 01

SUBJECT: Additional 6" of Base

DATE 07/19/17

TO:

NAME: Chris Almanza
 COMPANY: R. Jensen Construction Inc.

FROM:

NAME: Mike Larsen
 COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

It has been determined by the soils engineer and testing lab, the on-site soil is inadequate to achieve the required compaction rating. As such the Contractor has been directed to supplement 95% compaction @ 6" for 12" of Base. Work is to include, but not limited to removal of additional 6" of existing soil, export, placing 12" of approved Base(total), materials, and equipment.

NO.	ITEM DESCRIPTION	AMOUNT
01	Labor removal of 6" of soil, fill 12" Base, material, & equipment	17415.53

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM **\$17415.53** ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON TIME AND MATERIAL DAILY EXTRA WORK FORMS
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE "CHANGE ORDER PROPOSAL" SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

	Signature	Date
CUSD - Ryan Carter		12/25/17
Project Manager		9/30/17
General Contractor		10/3/2017
Architect of Record		10-3-17
Inspector of Record		10-4-17

CHANGE ESTIMATE SUMMARY

<i>School</i>	Crown Valley ES	<i>Contractor:</i>	R. JENSEN COMPANY
<i>Project:</i>	Portable Classrooms		7/19/2017
<i>Contract No.</i>	1718-07		Change Order #01-R

Description of proposed change:

Remoblize remove soils 6" x 3100 SF grade & compact Cost= \$7,500.00

Add 6" base section x 3100 SF grade & compact Cost= \$5,100.00

Saw cut asphalt 8" thick and remove 2' x 60 LF Cost = \$2,100.00

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G	\$0.00
General Contractor's OH & P (15% of item G):	H	\$0.00
Taxes (7.75% of Material + Equipment):	I	\$0.00
Insurance (3% of item G+H+I):	J	\$0.00
Bond Premium (2% of item F+G+H+I+J):	K	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	L	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G	\$14,700.00
General Contractor's OH & P (15% of item G):	H	\$2,205.00
Taxes (7.75% of Material + Equipment):	I	Inc.
Insurance (1% of item G+H+I):	J	\$169.05
Bond Premium (2 % of item F+G+H+I+J):	K	\$341.48
Total Additions per RFP (items G+H+I+J+K):	L	\$17,415.53

TOTAL ADDS :	\$17,415.53
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$17,415.53

WLC ARCHITECTS:	R. JENSEN CO INC.	CAPISTRANO SCHOOL
-----------------	-------------------	-------------------

BY:

BY:

Robert K Jensen
7-19-17

BY:

RFI FORM (For Contractor's Use) 02			
PROJECT NAME:	Crown Valley ES Portable Classrooms and Restroom		
PROJECT NUMBER:	1716100		
TO:	CJ Knowland & Josh Readman	EMAIL:	cjknowland@cjconstruction.com jreadman@capousd.org

DATE:	7/14/2017		
FROM:	R.JENSEN CO INC. CHRIS ALMANZA	EMAIL:	rjcalmanza@aol.com
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:

Please advise requirements for compaction at Crown Valley ES (Fire lane)
 Sub Grade ??.....90%? or what?
 Base course ??.....90%? or what?
 Thank You

RESPONSE TO CLARIFICATION:

SUB GRADE AND BASE COURSE
 COMPACTION: 95%

Haryadi Pranata
 WLC Architects Inc.

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

From: Rajindra Handapangoda <rhandapangoda@ninyoandmoore.com>
Sent: Tuesday, July 18, 2017 10:14 AM
To: 'Kelly Legere'
Cc: Mike Larsen
Subject: FW: Crown Valley ES - Recommendation to mitigate soft soils

Kelly,

Based on what we just spoke about, contractor can proceed with 6 inches of additional CAB since they've made a change order already for 6 inches of more base.

Thanks,

Rajindra

From: Rajindra Handapangoda
Sent: Tuesday, July 18, 2017 9:56 AM
To: 'Kelly Legere' <kellylegere1@yahoo.com>
Subject: Crown Valley ES - Recommendation to mitigate soft soils

Kelly,

If the contractor can't achieve firm and unyielding subgrade, they can place an additional 8-inches of CAB in lieu of native soils placed below the design aggregate base layer.

Thanks,

Rajindra S. Handapangoda, PE, GE
Senior Engineer
Ninyo & Moore
Geotechnical & Environmental Sciences Consultants
475 Goddard, Suite 200 | Irvine, CA 92618
(949) 753-7070 (x12250) | (949) 753-7071 (Fax) | (949) 795-2660 (Cell)
www.ninyoandmoore.com

30 Years of Quality Service





CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary Modular
 PROJECT: OCASA Modular Restroom
 ARCHITECT: WLC Architects

WORK ORDER

NO. 02

SUBJECT: Slurry, Striping, and Classroom Numbers
 DATE 07/26/2017

TO:
 NAME: Chris Almaraz
 COMPANY: R. Jensen Construction Inc.

FROM:
 NAME: Mike Large
 COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

The Contractor will need to install asphalt, filling existing landscape area in front of the new restroom. As such, a slurry seal will need to be provided protecting the longevity of the new A/C paving. Given the school's open floor plan, it has been determined to slurry seal all areas of the lower campus. Further more, the Contractor will need re-stripe all areas of blacktop. (2) Hopscotch, (1) Bike track, (2) 4-square, #1-100, (9) Double lines 20' LF each.

Per COR #09, the Contractor has been directed to paint on all numbers P-01 through P-14, all buildings are required to receive two coats of black paint.

NO.	ITEM DESCRIPTION	AMOUNT
01	Slurry Seal, Re-striping, Labor, & Clean existing AC prior to seal	9,951.73
02	Paint, stencil, and Labor	995.17

It is understood that this Work Order will be effective when signed by Kirsten Vital. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ LUMP SUM \$ 10945.90 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS: SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK FORMS.'
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☐ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS.
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature

Date

CUSD - Ryan Carter		10/30/17
Project Manager		9/30/17
Contractor		10/3/2017
Architect of Record		10-3-17

R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

School	Crown Valley ES	Contractor:	R. JENSEN COMPANY
Project	Portable Classrooms		9/16/2017
Contract No	1718-07		Change Order 02-RR

Description of proposed change:

Slurry seal all new and existing asphalt paving per attached detail. Repaint
(2) hopscotch, (1) bike track, (2) 4-square, numbers 1 thru 100,
(9) double lines, 20lf each (Approx 22,000 sf slurry seal)

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G:	\$0.00
General Contractor's OH & P (15% of item G):	H:	\$0.00
Taxes (7.75% of Material + Equipment):	I:	\$0.00
Insurance (3% of item G+H+I):	J:	\$0.00
Bond Premium (2% of item F+G+H+I+J):	K:	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	L:	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G:	\$8,400.00
General Contractor's OH & P (15% of item G):	H:	\$1,260.00
Taxes (7.75% of Material + Equipment):	I:	Inc.
Insurance (1% of item G+H+I):	J:	\$96.60
Bond Premium (2 % of item F+G+H+I+J):	K:	\$195.13
Total Additions per RFP (items G+H+I+J+K):	L:	\$9,951.73

TOTAL ADDS :	\$9,951.73
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$9,951.73

WLC ARCHITECTS:	R. JENSEN CO INC.	CAPISTRANO SCHOOL
-----------------	-------------------	-------------------

BY:

BY:

Robert K Jensen
9-16-17

BY:



CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Portable / OCASA
 PROJECT: Modular Classrooms
 ARCHITECT: HMC Architects

REQUEST FOR PROPOSAL

NO. 02

SUBJECT: Slurry seal for all exposed asphalt
 DATE: 07/13/2017

TO:

NAME: Chris Almanza
 COMPANY: R. Jensen

FROM:

NAME: Mike Larsen
 COMPANY: CJK Construction

ATTENTION: Chris Almanza

As per the Owner's Meeting, please provide a cost proposal for slurry seal of all exposed asphalt on the Lower Ocaso Campus.



R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

School: Crown Valley ES Contractor: R. JENSEN COMPANY
Project: Portable Classrooms 9/15/2017
Contract No. 1718-07 Change Order #09

Description of proposed change:

Paint classroom numbers P-01 thru P-14

Per Request for Proposal # 04(\$60.00 each)

Includes Labor, materials, truck and fuel

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment): G.	\$0.00
General Contractor's OH & P (15% of item G): H.	\$0.00
Taxes (7.75% of Material + Equipment): I.	\$0.00
Insurance (3% of item G+H+I): J.	\$0.00
Bond Premium (2% of item F+G+H+I+J): K.	\$0.00
Total Deductions per RFP (items G+H+I+J+K): L.	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment): G.	\$840.00
General Contractor's OH & P (15% of item G): H.	\$126.00
Taxes (7.75% of Material + Equipment): I.	Inc.
Insurance (1% of item G+H+I): J.	\$9.66
Bond Premium (2 % of item F+G+H+I+J): K.	\$19.51
Total Additions per RFP (items G+H+I+J+K): L.	\$995.17

TOTAL ADDS :	\$995.17
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$995.17

WLC ARCHITECTS: R. JENSEN CO INC. CAPISTRANO SCHOOL

BY:

BY:

Robert K Jensen
9-16-17

BY:



CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Crown Valley Elementary
PROJECT: OCASA Modular
ARCHITECT: HMC Architects

REQUEST FOR PROPOSAL

NO. 04

SUBJECT: Paint Classroom Numbers
DATE: 08/16/2017

TO:
NAME: Chris Almanza
COMPANY: R. Jensen Construction Inc.

FROM:
NAME: Mike Larsen
COMPANY: CJK Construction

ATTENTION: Chris Almanza

Please provide the District with a cost for painting on classroom numbers of all classrooms on-site at OCASA. Place room number between the door and the window, and between the two windows on the Office Building.

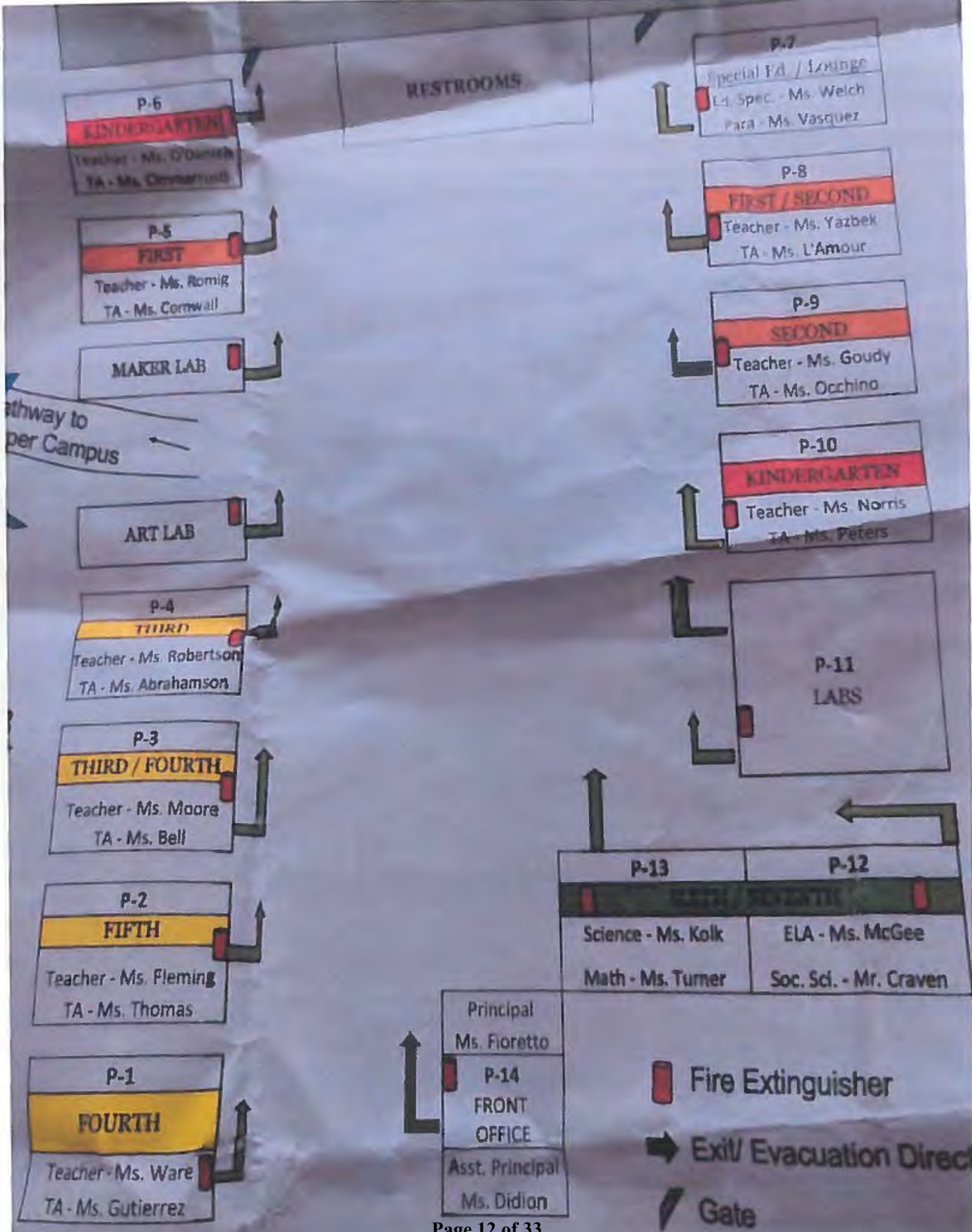
P-01 through P-14.

See attached Drawing:



New Classroom Numbers

New Office Number





CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary Modular Restroom
 PROJECT: OCASA Modular Restroom
 ARCHITECT: WLC Architects

WORK ORDER

NO. 03

SUBJECT: ADA Compliance at School Entrance

DATE 07/31/17

TO:

NAME: Chris Almanza
 COMPANY: R. Jensen Construction Incorporated

FROM:

NAME: Mike Larsen
 COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

Per the design drawings there will need to be modifications to the existing ADA entrance from the street. As such, the Contractor will need to demo, saw cut, and haul spoils for 130' sq. Add new curb and pathway not to exceed the required 2% slope at entrance. See RFI #05.02

NO.	ITEM DESCRIPTION	AMOUNT
01	Demo, Saw cut, Spoils haul off, Concrete pour forms, Labor, Mater	7700.74

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$7700.74 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS.
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature

Date

CUSD - Ryan Carter		10/30/17
Project Manager		9/30/17
General Contractor		10/3/2017
Architect of Record		10-3-17
Inspector of Record		10-4-17

R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

<i>School</i>	Crown Valley ES	<i>Contractor:</i>	R. JENSEN COMPANY
<i>Project:</i>	Portable Classrooms		7/31/2017
<i>Contract No.</i>	1718-07		Change Order #03

Description of proposed change:

Saw and demo asphalt, approx 130 sf, cut grade, haul away spoils. Form and pour curb, form and pour concrete with slope not to exceed 2% at gate, as directed by RFI 05, SKA 1 and SKA 2

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$0.00
General Contractor's OH & P (15% of item G):	H.	\$0.00
Taxes (7.75% of Material + Equipment):	I.	\$0.00
Insurance (3% of item G+H+I):	J.	\$0.00
Bond Premium (2% of item F+G+H+I+J):	K.	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	L.	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$6,500.00
General Contractor's OH & P (15% of item G):	H.	\$975.00
Taxes (7.75% of Material + Equipment):	I.	Inc.
Insurance (1% of item G+H+I):	J.	\$74.75
Bond Premium (2 % of item F+G+H+I+J):	K.	\$150.99
Total Additions per RFP (items G+H+I+J+K):	L.	\$7,700.74

TOTAL ADDS :	\$7,700.74
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$7,700.74

WLC ARCHITECTS:	R. JENSEN CO INC.	CAPISTRANO SCHOOL
-----------------	-------------------	-------------------

BY:

BY: Robert Jensen
7-31-17

BY:

PRE-BID CLARIFICATION FORM (For Contractor's Use)				05
PROJECT NAME:	Crown Valley ES Portable Classrooms and Restroom			
PROJECT NUMBER:	1716100			
TO: MIKE LARSON	CJ Knowland & Josh Readman	EMAIL:	cjknowland@cjkconstruction.com jdreadman@capousd.org	

DATE:	07/20/2017			
FROM:	TRAVIS JENSEN	EMAIL:	TRAVISRJ@GMAIL.COM	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:		

REQUESTED CLARIFICATION:

PLEASE REVIEW ADA PARKING AREA & WALKWAY. WE NEED TO HAVE GRADES TO MAKE SITE ADA ACCESSIBLE. PLANS DO NOT HAVE ANY GRADES

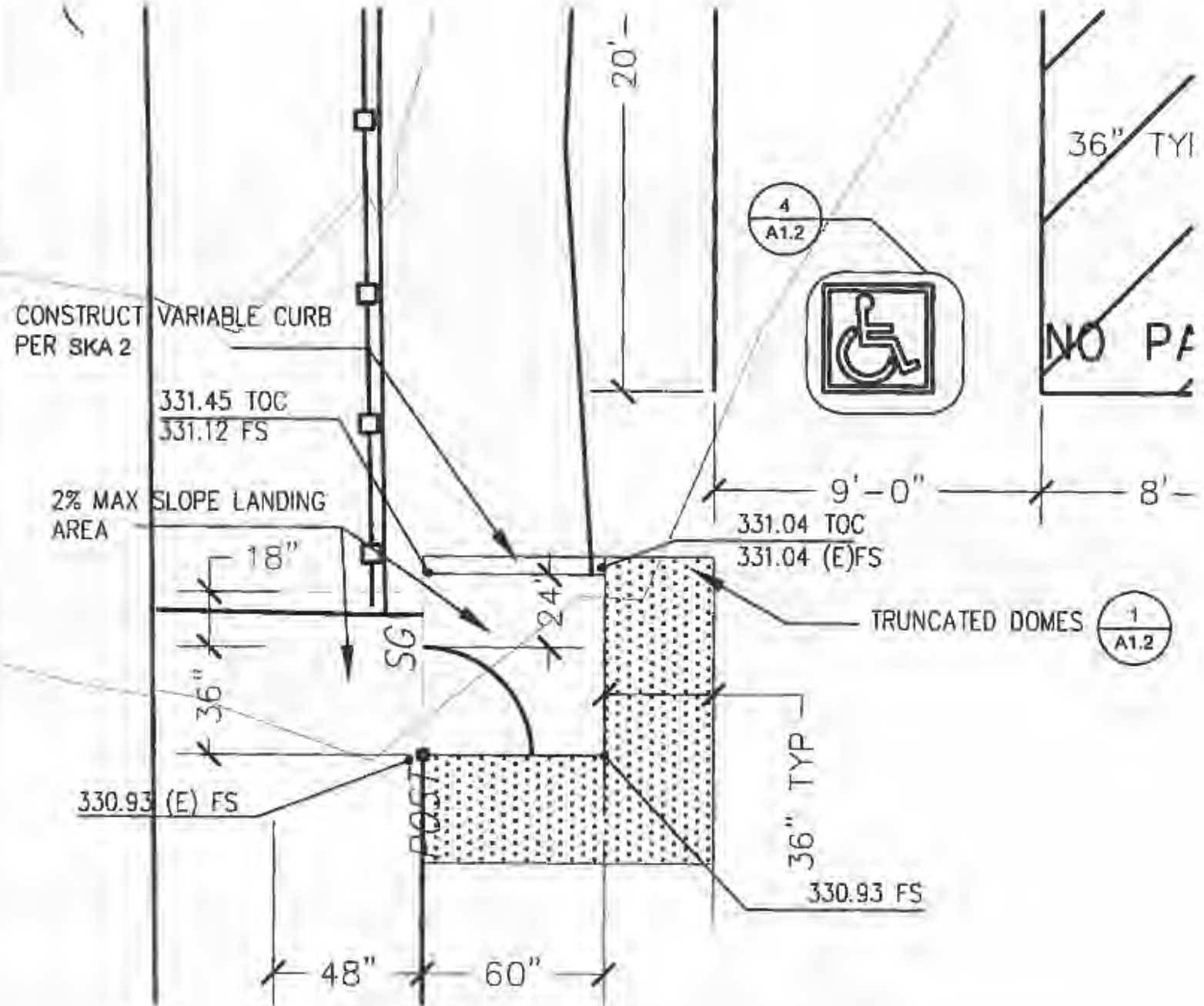
RESPONSE TO CLARIFICATION:

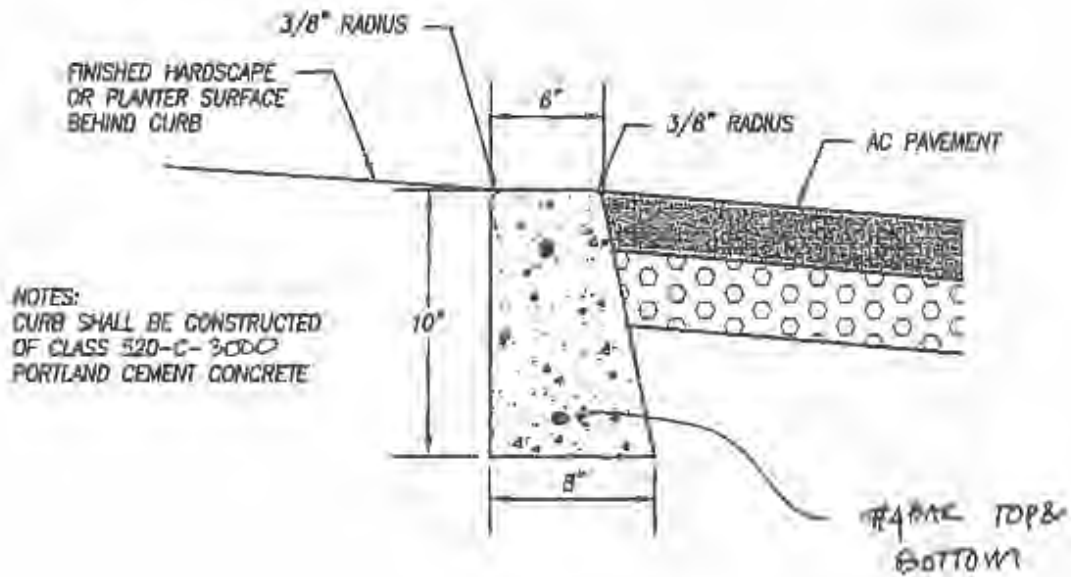
REFER TO SKA1 AND SKA 2 ATTACHED.
ALSO INCLUDED IS THE TOPO SURVEY FOR REFERENCE.

07/27/17

Maryodi Pranita
WLC Architects Inc.

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.





SOUTHERN
CALIFORNIA

6143 ROCKWELL AVENUE, SUITE 100
SAN DIEGO, CALIFORNIA 92121
TEL: 619 591-0700

www.wlcarchitects.com

CROWN VALLEY ES - PORTABLE
CAPISTRANO UNIFIED SCHOOL DISTRICT

Page 17 of 33
EXHIBIT #9

CURB DETAIL

DRAWN:	Author
CHECKED:	Checker
DATE:	07/27/17
SCALE:	NTS
JOB NO:	1716100

SKA 2

PAD	PAD
RMP	RAMP
TC	TC
VAU	VAULT
	CONTROL BOX
	DOUBLE GATE
	FOUND MONUMENT
	IRR CONTROL VALVE
	LIGHT POLE
•POST	POST
	PULL BOX
	SEWER CLEANOUT
	SIGN
SG	SINGLE GATE
	TREE
	WATER VALVE

NOTE: ANY CHANGES MADE TO THE INFORMATION ON THIS PLAN
WITHOUT THE WRITTEN CONSENT OF GUIDA SURVEYING, INC.
RELIEVES GUIDA SURVEYING, INC. OF ANY AND ALL LIABILITY.



CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary Modular Restroom
 PROJECT: **OCASA Modular Restroom**
 ARCHITECT: WLC Architects

WORK ORDER

NO. 04

SUBJECT: Additional Transition Needed to meet ADA
 DATE 08/05/17

TO:
 NAME: Chris Almanza
 COMPANY: R. Jensen Construction Incorporated

FROM:
 NAME: Mike Larsen
 COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

Upon installation of Modular classroom's 05, 08, and 09 the DSA approved drawings require ramp transitions that do not reflect what was on-site. As such, the Contractor has been directed to extend the asphalt ramp by approximately 20ft, in an effort to satisfy ADA requirements. All labor and material have been included in this Work Order.

NO.	ITEM DESCRIPTION	AMOUNT
01	Additional transition length, Asphalt/Material, Labor	3127.68

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$3127.68 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS: SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

	Signature	Date
CUSD - Ryan Carter		10/30/17
Project Manager		9/30/17
General Contractor		10/3/2017
Architect of Record		10-3-17
Inspector of Record		10-4-17

CHANGE ESTIMATE SUMMARY

<i>School</i>	Crown Valley ES	<i>Contractor:</i>	R. JENSEN COMPANY
<i>Project:</i>	Portable Classrooms		8/5/2017
<i>Contract No.</i>	1718-07		Change Order #04

Description of proposed change:

Asphalt ramp transitions needed to be (3) times larger than shown on plans.

labor and materials needed for (3) new ramp transitions = \$880.00 each.

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$0.00
General Contractor's OH & P (15% of item G):	H.	\$0.00
Taxes (7.75% of Material + Equipment):	I.	\$0.00
Insurance (3% of item G+H+I):	J.	\$0.00
Bond Premium (2% of item F+G+H+I+J):	K.	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	L.	\$0.00

ADDITIONS TO CONTRACT PER RFP:

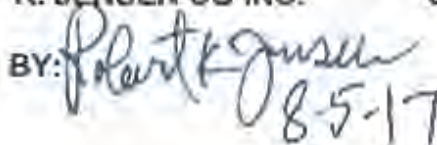
Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$2,640.00
General Contractor's OH & P (15% of item G):	H.	\$396.00
Taxes (7.75% of Material + Equipment):	I.	Inc.
Insurance (1% of item G+H+I):	J.	\$30.36
Bond Premium (2 % of item F+G+H+I+J):	K.	\$61.32
Total Additions per RFP (items G+H+I+J+K):	L.	\$3,127.68

TOTAL ADDS :	\$3,127.68
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$3,127.68

WLC ARCHITECTS:	R. JENSEN CO INC.	CAPISTRANO SCHOOL
-----------------	-------------------	-------------------

BY:

BY:



BY:



CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary Modular Restroom
 PROJECT: OCASA Modular Restroom
 ARCHITECT: WLC Architects

WORK ORDER

NO. 05

SUBJECT: Repair Broken Lines

DATE: 08/05/17

TO:

NAME: Chris Almanza

COMPANY: R. Jensen Construction Incorporated

FROM:

NAME: Mike Larsen

COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

The Contractor has been directed to repair and replace existing broken water lines at water pump that were part of existing the contract. All labor, materials, & equipment are to be included in this price.

NO.	ITEM DESCRIPTION	AMOUNT
01	Repair replace broken water pump lines. Labor, Material, Equipment Backhoe	864.85

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$864.85 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORM.
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS.
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS. _____ THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE

	Signature	Date
CUSD - Ryan Carter		9/30/17
Project Manager		9/30/17
General Contractor		10/3/2017
Architect of Record		10-3-17
Inspector of Record		10-4-17

CHANGE ESTIMATE SUMMARY

<i>School</i>	Crown Valley ES	<i>Contractor:</i>	R. JENSEN COMPANY
<i>Project:</i>	Portable Classrooms		8/5/2017
<i>Contract No.</i>	1718-07		Change Order #05

Description of proposed change:

Repair broken water line at existing water pump as needed.

Backhoe, materials and labor included.

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$0.00
General Contractor's OH & P (15% of item G):	H.	\$0.00
Taxes (7.75% of Material + Equipment):	I.	\$0.00
Insurance (3% of item G+H+I):	J.	\$0.00
Bond Premium (2% of item F+G+H+I+J):	K.	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	L.	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$730.00
General Contractor's OH & P (15% of item G):	H.	\$109.50
Taxes (7.75% of Material + Equipment):	I.	Inc.
Insurance (1% of item G+H+I):	J.	\$8.39
Bond Premium (2 % of item F+G+H+I+J):	K.	\$16.95
Total Additions per RFP (items G+H+I+J+K):	L.	\$864.85

TOTAL ADDS :	\$864.85
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$864.85

WLC ARCHITECTS:	R. JENSEN CO INC.	CAPISTRANO SCHOOL
-----------------	-------------------	-------------------

BY:

BY:

Robert K Jensen
8-5-17

BY:



CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Crown Valley Elementary Modular Restroom
PROJECT: OCASA Modular Restroom
ARCHITECT: WLC Architects

WORK ORDER

NO 06

SUBJECT: Ramp and handrail rehab for new modular classrooms

DATE 08/05/17

TO:

NAME: Chris Almanza
COMPANY: R. Jensen Construction Incorporated

FROM:

NAME: Mike Larsen
COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

Upon installing modular classrooms at OCASA from Capistrano Valley High School, it was required that all handrails are to be extended to meeting ADA requirements. As such, welding, painting, fabrication, and painting will need to be applied to all 3 rooms.

NO.	ITEM DESCRIPTION	AMOUNT
01	Welding, Paint, Fabrication, & Labor	2795.95

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

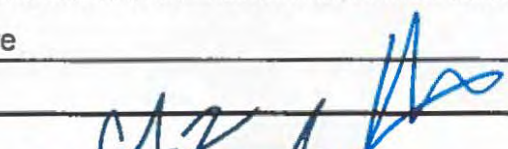
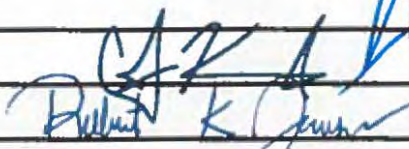
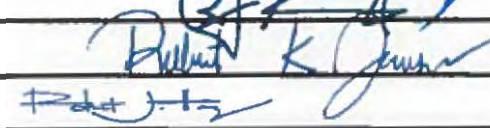
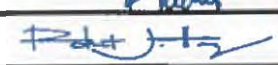

- ☒ LUMP SUM \$2795.96 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS _____. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature

Date

CUSD - Ryan Carter		10/05/17
Project Manager		9/30/17
General Contractor		10/3/2017
Architect of Record		10-3-17
Inspector of Record		10-4-17

R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

<i>School</i>	<u>Crown Valley ES</u>	<i>Contractor:</i>	<u>R. JENSEN COMPANY</u>
<i>Project:</i>	<u>Portable Classrooms</u>		<u>8/5/2017</u>
<i>Contract No.</i>	<u>1718-07</u>		<u>Change Order #06</u>

Description of proposed change:

**Ramp and handrail extension as needed at new portable building.
Fabricate, installation, welding, painting, materials and labor included.**

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	\$0.00
General Contractor's OH & P (15% of item G):	<i>H.</i>	\$0.00
Taxes (7.75% of Material + Equipment):	<i>I.</i>	\$0.00
Insurance (3% of item G+H+I):	<i>J.</i>	\$0.00
Bond Premium (2% of item F+G+H+I+J):	<i>K.</i>	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	<i>L.</i>	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	\$2,360.00
General Contractor's OH & P (15% of item G):	<i>H.</i>	\$354.00
Taxes (7.75% of Material + Equipment):	<i>I.</i>	Inc.
Insurance (1% of item G+H+I):	<i>J.</i>	\$27.14
Bond Premium (2 % of item F+G+H+I+J):	<i>K.</i>	\$54.82
Total Additions per RFP (items G+H+I+J+K):	<i>L.</i>	\$2,795.96

TOTAL ADDS :	\$2,795.96
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$2,795.96

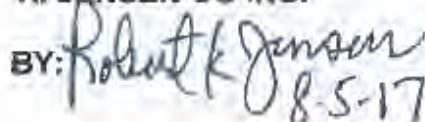
WLC ARCHITECTS:

R. JENSEN CO INC.

CAPISTRANO SCHOOL

BY:

BY:



BY:



CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary Modular Restroom
 PROJECT: OCASA Modular Restroom
 ARCHITECT: WLC Architects

WORK ORDER

NO. 07

SUBJECT: Clean-up site
 DATE 08/11/17

TO:

NAME: Chris Almanza
 COMPANY: R. Jensen Construction Incorporated

FROM:

NAME: Mike Larsen
 COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

The asphalt is required to be cleaned and pressure washed prior to new slurry seal application. As such, the Contractor has been directed to clean and pressure wash all exposed existing blacktop. Any and all clean up work is to be covered by this work orders and not limited to 08/11/17.

NO.	ITEM DESCRIPTION	AMOUNT
01	Clean up, pressure washer, hours of labor	2025.88

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Word Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$2025.88 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS.
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES ACTIVITY NUMBERS _____ DAYS THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature

Date

CUSD - Ryan Carter		
Project Manager		9/30/17
General Contractor		10/3/2017
Architect of Record		10-3-17
Inspector of Record		10-4-17

R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

School	Crown Valley ES	Contractor	R. JENSEN COMPANY
Project:	Portable Classrooms		8/11/2017
Contract No.	1718-07		Change Order #07

Description of proposed change:

Clean-up and pressure wash all areas needed for required new slurry seal
 (2) pressure washers @ \$175.00 each (16) hours labor @ \$85.00 pre hour

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$0.00
General Contractor's OH & P (15% of item G):	H.	\$0.00
Taxes (7.75% of Material + Equipment):	I.	\$0.00
Insurance (3% of item G+H+I):	J.	\$0.00
Bond Premium (2% of item F+G+H+I+J):	K.	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	L.	\$0.00

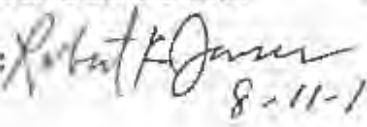
ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G.	\$1,710.00
General Contractor's OH & P (15% of item G):	H.	\$256.50
Taxes (7.75% of Material + Equipment):	I.	Inc.
Insurance (1% of item G+H+I):	J.	\$19.66
Bond Premium (2 % of item F+G+H+I+J):	K.	\$39.72
Total Additions per RFP (items G+H+I+J+K):	L.	\$2,025.88

TOTAL ADDS :	\$2,025.88
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$2,025.88

WLC ARCHITECTS:	R. JENSEN CO INC.	CAPISTRANO SCHOOL
-----------------	-------------------	-------------------

BY:

 BY:  8-11-17

BY:



CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary Modular Restroom
 PROJECT: OCASA Modular Restroom
 ARCHITECT: WLC Architects

WORK ORDER

NO. 08

SUBJECT: Fence added along Restroom with gate
 DATE 08/18/17

TO:
 NAME: Chris Almanza
 COMPANY: R. Jensen Construction Incorporated

FROM:
 NAME: Mike Larsen
 COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

Upon conclusion of the scheduled construction, it has been determined a fence will be needed behind the new restroom portable building. As such, 3' walk gate is to be added, 7' LF fence added along fence line, and 3' fence panel. All fence is to be 4' tall see RFP 03R.

NO.	ITEM DESCRIPTION	AMOUNT
01	10' LF of fence, 3' walk gate, and labor	4894.11

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$4894.11 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS: _____ THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE

	Signature	Date
CUSD - Ryan Carter		9/30/17
Project Manager		9/30/17
General Contractor		10/3/2017
Architect of Record		10-3-17
Inspector of Record		10.4.17

CHANGE ESTIMATE SUMMARY

<i>School</i>	<u>Crown Valley ES</u>	<i>Contractor:</i>	<u>R. JENSEN COMPANY</u>
<i>Project:</i>	<u>Portable Classrooms</u>		<u>8/18/2017</u>
<i>Contract No.</i>	<u>1718-07</u>		<u>Change Order #08</u>

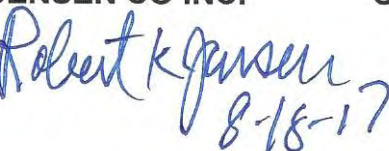
Description of proposed change:**Demo approx 10 lf existing fencing, cut post at grade and fill.****Provide and install 3' walk gate, 7 lf fence at gate and (1) 3' fence panel****All to be 4' tall per request proposal #03R****DEDUCTION FROM CONTRACT PER RFP:**

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$0.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$0.00</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>\$0.00</u>
Insurance (3% of item G+H+I):	<i>J.</i>	<u>\$0.00</u>
Bond Premium (2% of item F+G+H+I+J):	<i>K.</i>	<u>\$0.00</u>
Total Deductions per RFP (items G+H+I+J+K):	<i>L.</i>	<u>\$0.00</u>

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	<i>G.</i>	<u>\$4,131.00</u>
General Contractor's OH & P (15% of item G):	<i>H.</i>	<u>\$619.65</u>
Taxes (7.75% of Material + Equipment):	<i>I.</i>	<u>Inc.</u>
Insurance (1% of item G+H+I):	<i>J.</i>	<u>\$47.50</u>
Bond Premium (2 % of item F+G+H+I+J):	<i>K.</i>	<u>\$95.96</u>
Total Additions per RFP (items G+H+I+J+K):	<i>L.</i>	<u>\$4,894.11</u>

TOTAL ADDS :	<u>\$4,894.11</u>
TOTAL DEDUCTS:	<u>\$0.00</u>
NET ADD:	<u>\$4,894.11</u>

WLC ARCHITECTS:**R. JENSEN CO INC.****CAPISTRANO SCHOOL****BY:****BY:**
8-18-17**BY:**



CAPISTRANO UNIFIED SCHOOL DISTRICT
SITE: Crown Valley Elementary OCASA Restroom
PROJECT: Restroom
ARCHITECT: WLC Architects

REQUEST FOR PROPOSAL

NO. 03R

SUBJECT: Additional Fense at Restroom POC
DATE: 08/03/2017

TO:

NAME: Chris Almanza
COMPANY: R. Jensen Construction Inc.

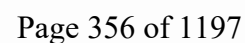
FROM:

NAME: Mike Larsen
COMPANY: CJK Construction

ATTENTION: Chris Alanza

Please provide the District with a proposal for supplying and installing fencing around the back of the restroom. The fence will only need to protect the sewer and any other above ground piping sitting outside the fence.









CAPISTRANO UNIFIED SCHOOL DISTRICT
 SITE: Crown Valley Elementary Modular Restroom
 PROJECT: OCASA Modular Restroom
 ARCHITECT: WLC Architects

WORK ORDER

NO. 09

SUBJECT: Adding of asphalt overlay needed
 DATE: 08/21/17

TO:
 NAME: Chris Almanza
 COMPANY: R. Jensen Construction Incorporated

FROM:
 NAME: Mike Larsen
 COMPANY: CJK Construction

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

DESCRIPTION OF PROPOSAL

The Contractor relocated an existing storage shed per the District's request. As such, adding additional asphalt over-lay under new storage shed location is required per DSA compliance.

NO.	ITEM DESCRIPTION	AMOUNT
01	Asphalt, Labor and Materials	1297.27

It is understood that this Work Order will be effective when signed by the District. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☒ LUMP SUM \$1297.27 ☐ NOT TO EXCEED \$ _____
- ☐ TIME AND MATERIALS. SUBMIT DAILY TIME AND MATERIAL DOCUMENTATION ON 'TIME AND MATERIAL DAILY EXTRA WORK' FORMS
- ☐ SUBMIT QUOTATION PROMPTLY FOR THE WORK DESCRIBED ABOVE. THE COST OF THE WORK WILL BE DETERMINED FROM THE 'CHANGE ORDER PROPOSAL' SUBJECT TO REVIEW AND WILL BE RESOLVED TO BE MUTUALLY AGREEABLE.
- ☐ IN ACCORDANCE WITH CONTRACT UNIT PRICES

TIME:

- ☒ NO CHANGE ☐ TIME IMPACT UNKNOWN ☐ IMPACT TO CONTRACT COMPLETION IS ESTIMATED AT _____ DAYS
- ☐ WILL NOT CHANGE COMPLETION DATE BUT IS EXPECTED TO IMPACT SPECIFIC CPM ACTIVITIES. ACTIVITY NUMBERS _____ DAYS. THE CONTRACTOR WILL CREATE ACTIVITIES IN THE CONTRACTOR'S DETAILED CONSTRUCTION SCHEDULE IMMEDIATELY FOLLOWING APPROVAL OF THIS WORK ORDER SHOWING THE IMPACT OF THIS WORK. THESE ACTIVITIES WILL BE REVIEWED IN ACCORDANCE WITH THE CONTRACTOR'S WEEKLY AND MONTHLY SCHEDULE.

Signature	Date
CUSD - Ryan Carter	10/30/17
Project Manager	9/30/17
General Contractor	10/3/2017
Architect of Record	10-3-17
Inspector of Record	10-4-17

R.JENSEN CO.INC.

CHANGE ESTIMATE SUMMARY

School: Crown Valley ES Contractor: R. JENSEN COMPANY
Project: Portable Classrooms 8/21/2017
Contract No. 1718-07 Change Order #10

Description of proposed change:
Under existing storage shed (removed) asphalt overlay required for ADA compliance 15' x 20' area 2" to 0" asphalt overlay as needed.
Includes Labor, materials, truck and fuel

DEDUCTION FROM CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G	\$0.00
General Contractor's OH & P (15% of item G):	H	\$0.00
Taxes (7.75% of Material + Equipment):	I	\$0.00
Insurance (3% of item G+H+I):	J	\$0.00
Bond Premium (2% of item F+G+H+I+J):	K	\$0.00
Total Deductions per RFP (items G+H+I+J+K):	L	\$0.00

ADDITIONS TO CONTRACT PER RFP:

Total Direct Contractor Expenses (Labor + Material + Equipment):	G	\$1,095.00
General Contractor's OH & P (15% of item G):	H	\$164.25
Taxes (7.75% of Material + Equipment):	I	Inc.
Insurance (1% of item G+H+I):	J	\$12.59
Bond Premium (2 % of item F+G+H+I+J):	K	\$25.43
Total Additions per RFP (items G+H+I+J+K):	L	\$1,297.27

TOTAL ADDS :	\$1,297.27
TOTAL DEDUCTS:	\$0.00
NET ADD:	\$1,297.27

WLC ARCHITECTS: R. JENSEN CO INC. CAPISTRANO SCHOOL

BY: Robert K Jensen 8-21-17 BY:

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: John Forney, Chief Facilities Officer

Date: November 8, 2017

Board Item: Aliso Viejo Community Association Limited Use and Maintenance Agreement for Fall 2017

HISTORY

The District has a long term relationship and agreement with the Aliso Viejo Community Association (AVCA) for the use of their parks by Aliso Niguel High School (ANHS).

BACKGROUND INFORMATION

The District and AVCA have enjoyed a mutually beneficial and cooperative relationship for many years, whereby the District has used Foxborough Park, owned by AVCA, under past limited use and maintenance agreements.

CURRENT CONSIDERATIONS

Approval of the ratification of the Aliso Viejo Community Association Limited Use and Maintenance Agreement for Fall 2017 allowing the District to use Foxborough Park from November 1, 2017 through December 15, 2017

FINANCIAL IMPLICATIONS

The District will incur a Limited Use and Maintenance fee of \$450 payable to AVCA, which will be paid by ANHS site funds.

STAFF RECOMMENDATION

Approval of the ratification of the Aliso Viejo Community Association Limited Use and Maintenance Agreement for Fall 2017. The Aliso Viejo Community Association owns and maintains Foxborough Park, adjacent to ANHS. The Fall 2017 LUMA allows the District to use Foxborough Park from November 1, 2017 through December 15, 2017.

PREPARED BY: John Forney, Chief Facilities Officer

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

LIMITED USE & MAINTENANCE AGREEMENT

AVCA/CAPISTRANO UNIFIED SCHOOL DISTRICT

This Limited Use and Maintenance Agreement (hereinafter "Agreement") is entered into this 9th day of October, 2017 by and between the Aliso Viejo Community Association, a nonprofit public benefit corporation ("AVCA") and Capistrano Unified School District ("User Group"). This Agreement shall be evaluated based upon the ability of all parties to effectively perform necessary maintenance and the past history of User Group. The goal of this Agreement is to provide quality parks for residents of AVCA and for the AVCA organizations who request use of the facilities.

1. Definitions.

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

- 1.1. Agreement Term: The period of time starting on the date on which this Agreement is signed by the Parties, and ending on December 15, 2017.
- 1.2. AVCA Property: All property owned or controlled by AVCA.
- 1.3. Participant: A player on the team organized by User Group. Coaches and other support staff are not considered Participants for the purposes of the age and residency requirements.
- 1.4. Start Date: The first day of use of AVCA Property by User Group under this Agreement.

2. User Group's Obligations

- 2.1. For usage of those areas listed on the attached Exhibit "A" during the times and for the term set forth in such Exhibit, User Group shall pay a fee set forth at Exhibit "B". A fee of \$16.00 per hour will be charged for the use of sports lighting.
- 2.2. User Group shall ensure that at least one team on every field used by User Group under this Agreement is comprised of Participants at least seventy-five percent (75%) of whom are residents of AVCA and 18 years of age or under. Under no circumstances may two teams not meeting this requirement play on the same field at the same time.
- 2.3. User Group shall designate one person to serve as a liaison to AVCA for all matters related to this Agreement and User Group's use of AVCA property, including but not limited to required submissions to and communication with AVCA ("Liaison"). AVCA will

communicate only with the Liaison regarding this Agreement and User Group's use of AVCA property, using only the contact information provided by the Liaison. The identity of the Liaison may be changed at any time by written notice to AVCA. Notwithstanding the above, in an emergency AVCA may be contacted by any authorized User Group member.

- 2.4. User Group shall ensure that an individual familiar with all park use rules and the obligations of this Agreement is onsite during the times set forth at Exhibit "A" for the purpose of ensuring compliance with such rules and obligations during such times.
- 2.5. AVCA Property shall be kept clean, free of debris, and in good condition. User Group is responsible for ensuring clean-up of all AVCA Property and the surrounding areas after any use. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the AVCA Property, except in enclosed trash receptacles or dumpsters, and no odor shall be permitted to arise (herefrom so as to render the AVCA Property, or any portion thereof, unsanitary, unsightly, or offensive as determined in the sole discretion of AVCA. Failure to keep any AVCA Property clean of trash and debris may result in AVCA having the area cleaned at User Group's expense.
 - 2.5.1 User Group shall operate concession stands only if disclosed on this Agreement on Exhibit A, with submission of a current Food Facility Health Permit from the Orange County Environmental Health department and after written approval from AVCA. User Group shall ensure at all times that concession stands are clean, neat, and present no health hazards. User Group shall reimburse AVCA for any and all costs AVCA incurs for violations of these rules, as solely determined by AVCA, including but not limited to pest extermination and re-keying costs. AVCA reserves the right to withdraw permission to operate and re-key concession stands at any time if it determines that User Group has failed to meet the standards stated above.
- 2.6. User Group acknowledges that use of AVCA Property for any reason during closure times is strictly prohibited, and agrees on behalf of itself and all of its Participants to abide by all closure times. User Group further understands and agrees that if User Group or any of its employees, agents, and/or Participants uses the field in any way during closure periods, AVCA will suffer damage. Therefore, User Group shall pay to AVCA as liquidated damages the sum of ONE THOUSAND Dollars (\$1,000), or a greater amount as necessary to pay all damages and costs incurred by AVCA for necessary repairs to AVCA Property, as reasonably determined by AVCA, for each occasion on which User Group or any of its employees, agents, and/or Participants violates this provision.

- 2.7. User Group is responsible for ensuring all Participants and spectators follow AVCA's rules and regulations at all times, including, but not limited to, the prohibition of alcoholic beverages on the park sites.
- 2.8. User Group is responsible for the set-up and breakdown of all equipment used by User Group's Participants or spectators pursuant to this Agreement. AVCA shall not be held responsible for the damage, loss or theft of any property owned or stored by User Group on AVCA Property.
- 2.9. User Group shall reimburse AVCA for any and all costs incurred by AVCA to repair damage to AVCA Property that is due to User Group's neglect or abuse. AVCA may restore AVCA Property to the state it was in immediately prior to the Start Date.
- 2.10. If during the term of this Agreement User Group fails to perform any required maintenance within 24 hours of notice from AVCA that such maintenance is lacking, AVCA may perform such maintenance without further notice at User Group's expense.
- 2.11. No improvements may be made to AVCA Property by User Group without first receiving the express written permission of AVCA. Should User Group place, move, or install any improvements on the AVCA Property without first receiving the express written permission of AVCA, AVCA shall have the sole right to remove or restore such improvements at User Group's expense. Absent a more specific agreement, any improvements that are approved by AVCA must be maintained by User Group to a standard that is acceptable to AVCA, and AVCA may require the removal of any such improvements at any time at User Group's expense. AVCA shall not be responsible for any damages, expenses, reimbursement or charges related to the installation, maintenance or removal of such improvements.
- 2.12. User Group shall promptly notify AVCA of any maintenance that AVCA is responsible to perform, including, but not limited to, turf damage or irrigation issues that are unrelated to User Group's use of AVCA Property. In the event of any emergency repairs, only AVCA authorized contractors may perform any necessary repair. User Group shall reimburse AVCA for any repairs which are not related to the ordinary use of the facilities.
- 2.13.
 - (a) This Agreement shall be subject to termination upon ninety (90) days' written notice to either party, unless earlier termination is allowed herein due to breach of any provision of this Agreement.

(b) Should any breach of this Agreement occur, or if performance of any of the duties and/or obligations of User Group is not timely and completely performed, AVCA shall provide written notice to User Group of the breach. If said breach is not cured within thirty (30) days of the date notice is sent, this Agreement may be immediately terminated by AVCA. In such an event, User Group shall not be entitled to any refund of use fees. Written notice of termination shall be sent by first class mail to User Group at the address set forth in this agreement, or such address as User Group has provided to receive such notices.

2.14. User Group may not swap, trade, gift, sell, authorize or otherwise transfer the right to use any AVCA Property to any other person, entity or organization (even if an affiliated entity or organization). In addition, except with the prior express written consent of AVCA, User Group shall not permit any outside vendors (including without limitation food vendors, sponsors, or contractors) on the AVCA Property.

2.15. AVCA may, in its sole discretion, withhold reasonable sums from the refundable deposit to ensure User Group's compliance with this Agreement, including, but not limited to, expenses for repair of AVCA Property, damages for injury to or loss by third persons, unpaid fees or other obligations due from User Group under this Agreement, or attorney's fees related to pursuit of compliance with this Agreement. In the event that any damage, maintenance, repair or other expense owed by User Group pursuant to this Agreement exceeds the amount of the refundable deposit, then AVCA shall be entitled to retain the entirety of such deposit and shall have the right to pursue User Group for the balance owed.

2.16. User Group shall ensure and enforce that NO PARKING takes place on any area other than in marked designated parking stalls in asphalt parking areas/lots or other areas that AVCA has designated as an Overflow Parking Lot/Area and signage of such has been installed by AVCA. In addition, User Group shall ensure and enforce that NO PARKING takes place on any grass or turf on the AVCA Property.

2.17. If use includes the use of the concession stand, User Group shall not store any items in the electrical room at the concession stand without the express prior written permission of AVCA. In no event shall User Group store any items on the floor of the electrical room in the concession stand. User Group is only permitted to store items on the built-in shelving within the electrical room, provided that it first receives the prior written consent of AVCA. Any items not placed on the shelves shall be immediately removed and discarded. Failure to adhere to keeping the floor/walkways clear at all times may result in the future loss of use of the electrical room for any storage purposes. User Group shall keep the concession stand kitchen, storage rooms and electrical rooms clean and clear of all items so that inspections and routine maintenance work can occur unimpeded.

- 2.18. User Group shall not permit the use of any portable, transportable, or non-stationary barbeques on the AVCA Property except with the prior written consent of AVCA.
- 2.19. User Group shall not permit the use of the AVCA facilities described in Exhibit A by any of User Group's Participants, employees, volunteer coaches and/or spectators if field conditions are considered hazardous, such as in the event of wet, muddy, or uneven fields. AVCA reserves the right to determine whether field conditions are hazardous, in which case the use of the AVCA facilities shall not be permitted at such time.
- 2.20. As provided in this paragraph, User Group shall complete and report all incidents that occur during the course of User Group's use of the AVCA Property to AVCA within twenty-four (24) hours of said incident using the Incident Report Form attached as Exhibit "C" hereto. An incident report must be completed for (1) any injury that requires advanced first aid, (2) any injury or illness that could have future complications or require subsequent medical attention, including without limitation severe sprains, broken limbs, and concussions, (3) any act of suspected sexual harassment or child abuse, (4) any act that violates the law, and (5) any act that results in damage to the AVCA Property. An incident report is not required for (1) minor injuries such as scratches and blisters and (2) other personal illnesses that are not likely to have future complications even if the illness causes the person at issue to leave the AVCA Property.

3. AVCA's Obligations

- 3.1. AVCA shall perform reasonable maintenance and repair of AVCA property. No portion of AVCA was designed for performance as a professional level sports field. For the most part AVCA's sport fields were designed as passive parks and AVCA is making its best efforts to utilize such areas, where desired, as sports fields to meet the community's changing needs.
- 3.2. AVCA shall use reasonable efforts to keep all AVCA Property specified herein in a manner that is clean, free of debris and in useable condition for the periods specified in this Agreement. The parties to this agreement understand that AVCA is a nonprofit entity. AVCA does not stand as a guarantor that any field or other property is ready and available for use. In the event that the AVCA Property that is specified in this Agreement is unsuitable or unavailable for use, then AVCA shall either provide a comparable site or refund a prorated share of the fees paid by User Group under this Agreement to reimburse User Group for the lost use. User Group acknowledges that AVCA is not responsible to reimburse any expenses or costs associated with finding an alternate site due to the unavailability of AVCA Property.

- 3.3. AVCA shall cause to be inspected all AVCA Property, including, but not limited to, any applicable facilities and/or fencing for damage and report as necessary. User Group retains, however, the obligation to inspect AVCA Property prior to each use to ensure the safety of User Group's Participants.
- 3.4. AVCA shall have a representative available for on-site inspection of the AVCA Property as requested to review existing conditions in the event of any problems. AVCA is dedicated to the success of its user groups, and to this end reserves the right to determine the use schedule that best meets the needs of the community as a whole and to ensure the best maintenance of AVCA Property. User Group should expect that there will be times where a portion of AVCA Property must be closed to let the area rehabilitate or for a needed maintenance to be performed. In such instances, User Group is expected to cooperate with AVCA's efforts. Past use of AVCA Property does not guarantee use by User Group of such area in the future.

4. INSURANCE

- 4.1. User Group shall provide: (a) a \$1,000,000 liability policy with an additional insured endorsement specifically naming "Aliso Viejo Community Association", its employees, officers and directors, and "Powerstone Property Management, Inc." its employees, officers, and directors as additional insureds; (b) such endorsement shall provide that User Group's policy shall be primary, and non-contributory with any policies of insurance owned by said additional insureds; & (c) said policy shall provide for 30 days written notice to AVCA of cancellation, termination and/or non-renewal. A full copy of the entire policy, including the endorsement specified herein, is required prior to any use of AVCA Property and whenever such policy is renewed or replaced. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under the Agreement (see "Other Provisions", page 5).
- 4.2. Insurance documents provided pursuant to Section 4.1 must state User Group's name exactly as it is stated in this Agreement. Documents for insurance purchased through a parent organization are subject to AVCA's approval, and may be subject to review by AVCA's legal counsel, all in AVCA's sole and absolute discretion.
- 4.3. Insurance Certificates specifically naming both "Aliso Viejo Community Association" and "Powerstone Property Management, Inc." as additional insured with a second page endorsement must be received a minimum of thirty (30) days prior to the Start Date.

- 4.4 User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under this Agreement.
- 4.5 AVCA shall have the right, but not the obligation, to prohibit User Group from using AVCA Property until the required evidence of insurance of both User Group and its vendors, contractors, and/or subcontractors has been received by AVCA. Failure to provide the required evidence of insurance shall be a material breach of the Agreement, and grounds for immediate termination of the Agreement, at AVCA's discretion.

5. INDEMNIFICATION

- 5.1 User Group agrees to indemnify, defend, and hold AVCA and the additional insureds referenced herein free and harmless from all loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and legal costs, that Association or such additional insureds may incur as a result of any act or omission by User Group related to or in furtherance of the purposes of this Agreement. User Group further agrees that such indemnity shall include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that Association or such additional insureds may incur as a result of any act or omission by User Group's Participants, employees, volunteer coaches and/or spectators associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A".
- 5.2 User Group agrees that the indemnity provided by User Group to AVCA under the Agreement shall also include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that AVCA and the additional insureds referenced in the Agreement may incur as a result of any act or omission by User Group vendors, contractors, subcontractors and/or any other agents associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A" of the Agreement.

6. WAIVER AND RELEASE FORMS

- 6.1 User Group shall require each Participant and their family to sign a waiver and release acceptable to AVCA, which waives the right to make, bring or maintain any and all claims of any type and kind which said Participants might have, or acquire in the future, against AVCA, its directors and employees, and/or Powerstone Property Management, Inc. its directors and employees (hereinafter "Released Parties") and that releases said Released Parties from any claim, liability and/or demand of every type and kind which might be

brought against any one or more of them as to any injury or damage which arise from or out of the User Group's program and/or the use of AVCA Property.

- 6.2. AVCA's signed, original Waiver & Release Forms for each and every Participant must be received a minimum of seven (7) days prior to the Start Date, subject to the submission requirements in Section 10.2.
- 6.3. If User Group submits Waiver & Release Forms in an electronic format, a fee of \$2.00 per electronic signature will be assessed to cover AVCA's cost for use of software. User Group shall pay these fees upon receipt of an invoice from AVCA.

7. RESIDENCY AND AGE REQUIREMENTS

- 7.1. Age Requirement for Participants: At least 75% of User Group's Participants must be 18 years of age or younger.
- 7.2. Residency Requirement for Participants: At least 75% of User Group's Participants must be residents of AVCA. If User Group pays User Fee applicable to groups with at least 75% residency but fails to meet this standard, User Group shall meet all requirements for groups with less than 75% AVCA residency stated in this Agreement, including but not limited to increased User Fees. AVCA shall have sole and absolute discretion to determine whether this residency standard has been met.
- 7.3. User Group shall submit written verification that the Participants meet the residency and age requirements specified above no later than two (2) weeks prior to the Start Date, subject to the submission requirements in Section 10.2. Acceptable forms of verification are determined by AVCA in its sole and absolute discretion. Rosters containing, at a minimum, the last name, age, and full residential address of every Participant are usually acceptable forms of verification.

8. TOURNAMENTS

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

9. EMERGENCY

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

User Group: Capistrano Unified School District (Aliso Niguel High School)
Address: 28000 Wolverine Way
Aliso Viejo, CA. 92656
Phone: (949) 831-5590

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

10. DOCUMENT AND FEE SUBMISSION

- 10.1. All fees, insurance documentation, and this executed Agreement must be received a minimum of thirty (30) days in advance of the Start Date.
- 10.2. If AVCA determines that User Group failed to meet the minimum residency requirement for participants, User Group shall be liable for payment of the higher User Fee applicable to groups with less than 75% AVCA residency. User Group shall pay in full any balance due for such User Fee within thirty (30) days of receipt of an invoice from AVCA.
- 10.3. Applicant must remit all required documents and fees (including but not limited to Rosters, Waiver & Release Forms, User Fees, Insurance, Light Fees, executed Limited Use & Maintenance Agreements, Incident/Accident Forms) to the AVCA offices either via First Class Mail OR in person during normal business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, or other holiday scheduled office hours for AVCA. AVCA assumes no responsibility for items left at the door, outside of the door, or slipped under the door. User is responsible for confirming that AVCA receives all required documents and fees in good order. If required documents and/or fees are not received by AVCA by the specified deadlines for any reason, AVCA reserves the right to deny use of AVCA facilities, impose late charges, grant extensions, and/or take other measures as AVCA deems appropriate, in its sole discretion.
- 10.4. Any unpaid fees, regardless of the amount, shall accrue a \$35.00 late charge for each thirty (30) day period not paid in full. This late charge obligation continues until all sums owing hereunder, including late charges and interest, are paid in full, and shall survive the termination of this Agreement regardless of the reason.

The undersigned hereby represent and warrant that they have the authority of User Group to enter into this agreement and that User Group is a legal entity duly formed to do business in the state of

California. In the event that the undersigned does not have the authority of User Group or if User Group is determined to not be validly formed, then the undersigned stands personally liable for all of the obligations set forth in this Agreement. The undersigned further represents that they have read this Agreement, as well as any rules and regulations regarding the use of AVCA Property described at Exhibit "A" herein, and as the representative for User Group promises to abide by same.

[Signatures on following page]

///

USER GROUP NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

(Must exactly match name listed on all insurance documents provided pursuant to Section 4.1)

Print name: John Forney

Title: Chief Facilities Officer

Date: 10/10/17

Signature: 

Print name: _____

Title: _____

Date: _____

Signature: _____

ALISO VIEJO COMMUNITY ASSOCIATION ("AVCA")

Print name: Lisa Naegel

Title: Vice President

Date: 9/20/17

Signature: 

Print name: Bill Conley

Title: Secretary

Date: 9/26/17

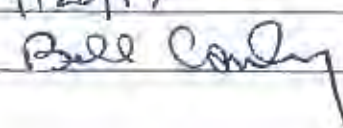
Signature: 

EXHIBIT "A"

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

Facility Name: Foxborough Park

Number of concession stands, if any: 0

AVCA approval (initial): EK

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
November 1, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 2, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 3, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 6, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 7, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 8, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 9, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 10, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 13, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 14, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 15, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 16, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 17, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 20, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 21, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 22, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 24, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 27, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2

EXHIBIT "A"

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

Facility Name: Foxborough Park

Number of concession stands, if any: 0

AYCA approval (initial): EK

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
November 28, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 29, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
November 30, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 1, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 4, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 5, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 6, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 7, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 8, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 11, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 12, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 13, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 14, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2
December 15, 2017	2:45 p.m.-4:30 p.m.	Soccer Fields 1, 2

EXHIBIT "B"

FEE STRUCTURE

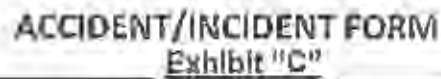
NOTE: A fee of \$16.00 per hour will be charged for the use of sports lighting.

<u>Park</u>	<u>Number of Fields</u>	<u>Fee (per field/month)</u>	<u>Total</u>
Foxborough	2	\$150.00/field/month	\$450.00
Amount Due to AVCA:			\$450.00



ACCIDENT/INCIDENT FORM
Exhibit "C"

Person making report: _____		Date: ____/____/____
Address: _____		Phone: (____) _____
Identity of injured or affected person:		
Name: _____	Age: _____	
Address: _____	<input type="checkbox"/> Female <input type="checkbox"/> Male	
Phone: (____) _____		
Family of injured contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom? _____		
Family Contact: _____	Relationship: _____	
Address: _____	Phone: (____) _____	
Public agencies contacted regarding this incident:		
Date: ____/____/____ am pm	Agency: _____	
Location: _____	Contact: _____	
By: _____	Phone: _____	
Names of all other witnesses or persons involved in the incident/accident:		
NAME: _____	ADDRESS: _____	PHONE: _____
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____

Page 376 of 1197

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
9/14/2017

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Memoranda listed below.

MEMORANDUM NUMBER: 101

JOINT POWERS AUTHORITY (JPA)

Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Fritz J. Heinrich, Chief Executive Officer

PHONE: (562) 404-8029

JPA MEMBER

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano CA 92675

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on Insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL DUST	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$ 5,000,000
<input checked="" type="checkbox"/> OCCURRENCE	✓	MOC #101	7/1/2017	7/1/2018	AGGREGATE	\$ N/A
<input checked="" type="checkbox"/> Personal Injury						\$
<input checked="" type="checkbox"/> Errors & Omission						\$
<input checked="" type="checkbox"/> Employment Practices						\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	\$
<input type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE					ACTUAL CASH VALUE	\$
<input type="checkbox"/> COMPREHENSIVE / COLLISION						\$
<input type="checkbox"/> ANY AUTO						\$
PROPERTY					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	\$
<input type="checkbox"/> BUILDING / CONTENTS						\$
<input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W/A				EACH ACCIDENT	\$
<input type="checkbox"/> WC STATUTORY LIMITS					PER EMPLOYEE	\$
OTHER					POLICY LIMIT	\$
<input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	\$
						\$
						\$
						\$

ADDITIONAL REMARKS:


As respects to AHS - baseball games 1/16/16 - 5/12/18 and soccer games 1/1/17 - 1/31/18

CERTIFICATE HOLDER

Aliso Viejo Community Association and
Powerstone Property Management, Inc.
Attn: Evelyn Kari
95 Argonaut, Suite 190
Aliso Viejo CA 92656

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



AUTHORIZED REPRESENTATIVE: Fritz J. Heinrich

Additional Covered Party Endorsement

District: Capistrano Unified School District

Endorsement No.

37725525

Additional Covered Party:

Description of Operations, Vehicle, or Property:

Aliso Viejo Community Association and
Powerstone Property Management, Inc.

As respects to ANHS - baseball games 1/16/18 - 5/12/18 and soccer
games 11/1/17 - 1/31/18

Its employees, officers and directors

Coverage Period:

Effective: 7/1/2017

Expires 12:01 a.m.: 7/1/2018

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.

Authorized Representative:

Date Issued: 9/14/2017

ASCIP is a joint powers authority pursuant to Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/07

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Prepared by: Carlos Chicas, Director of Transportation

Date: November 8, 2017

Board Item: Amendment No. 2, Parking Space Rental Agreement with Capo Beach Calvary

HISTORY

On May 28, 2014, the Board of Trustees approved a Rental Agreement with Capo Beach Calvary for the term of October 1, 2014 through September 30, 2015 at the price of \$100 per South Transportation Yard space per month. On August 12, 2015, the Board approved the first extension to Rental Agreement No. 1415001.

BACKGROUND INFORMATION

Capo Beach Calvary currently rents one space for their shuttle bus.

CURRENT CONSIDERATIONS

The District desires to further extend Rental Agreement No. 1415001 to reflect a contract term through September 30, 2018.

FINANCIAL IMPLICATIONS

Up to \$1,200 of revenue is generated per parking space rented at the South Transportation Yard.

STAFF RECOMMENDATION

Staff recommends approval of the Rental Agreement with Capo Beach Calvary.

PREPARED BY: Carlos Chicas, Director of Transportation

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

SECOND AMENDMENT TO RENTAL AGREEMENT NO. 1415001

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CAPO BEACH CALVARY

This Second Amendment to Rental Agreement No. 1415001 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Capo Beach Calvary.

RECITALS

WHEREAS on May 28, 2014, District's Board of Trustees approved a Rental Agreement with Capo Beach Calvary term from October 1, 2014 through September 30, 2015 at the price of \$100.00 per space per month;

WHEREAS, on August 12, 2015, District's Board of Trustees approved the First Extension to Rental Agreement No. 1415001. A copy of said agreement, as amended, is attached as Exhibit 1 to this Second Amendment to Rental Agreement No. 1415001;

WHEREAS, District desires to further extend Rental Agreement No. 1415001 to reflect a contract term through September 30, 2018;

NOW, THEREFORE, said Agreement is amended as follows:

1. The contract term for Rental Agreement No. 1415001 is valid from October 1, 2017 through September 30, 2018.
2. All other terms and conditions of said Agreement, as previously 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: November 8, 2017

Date: _____

EXTENSION NO. 1 OF RENTAL SERVICES AGREEMENT NO. 1415001

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAPO BEACH CALVARY

Rental Services Agreement No. 1415001 between Capistrano Unified School District and Capo Beach Calvary called for an original contract period of October 1, 2014, through September 30, 2015.

Now, the rental services agreement with Capistrano Unified School District and Capo Beach Calvary shall be extended an additional twelve (12) months, covering the period October 1, 2015 through September 30, 2016, at the price of \$100.00 per space per month, as specified in Rental Services Agreement No. 1415001.

Except as set forth in this Extension No. 1, and Board approved on May 28, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: 

Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

Capo Beach Calvary

By: 

Signature

Craig Whittaker

Print Name

Lead Pastor

Title

Board Approval Date: August 12, 2015

Date: 9/8/2015

**CAPISTRANO UNIFIED SCHOOL DISTRICT
RENTAL SERVICES AGREEMENT**

This AGREEMENT is hereby entered into this 29th day of May, 2014, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Capo Beach Calvary, 25975 Domingo Ave., Capistrano Beach, CA 92624, (hereinafter referred to as "CLIENT"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, CLIENT is in need of such special services FROM DISTRICT; and

WHEREAS, DISTRICT AND CLIENT wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1. Provide designated parking space(s) at the District's bus facility located at 26126 Victoria Blvd., Capistrano Beach, California 92624 for a fee of \$100.00 per space per month.

2.0 **TERM:** DISTRICT shall commence providing services under this AGREEMENT on or after ~~July 1, 2014~~ ^{October 1, 2014} ~~September 30, 2015~~ ^{September 30, 2015} 2014, and this agreement shall be effective for one (1) year ending ~~June 30, 2015~~ with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 **FEES/PAYMENT:** CLIENT agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. There shall be no costs or expenses to the District to provide these services. Payment will be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. CLIENT shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CLIENT, and are not entitled to benefits of any kind or nature normally provided employees of CLIENT and/or to which CLIENT'S employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility of the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. CLIENT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of CLIENT, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off CLIENT'S property, except for liability for damages which results from the sole negligence or willful misconduct of the DISTRICT or its officers or employees. DISTRICT agrees to and does hereby indemnify, hold harmless and defend CLIENT and its affiliates, directors, administrative board and employees from every claim or demand made and every

liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligence or willful misconduct of the DISTRICT, or its officers or employees arising out of their performance under this AGREEMENT.

8.0 INSURANCE. CLIENT will provide the DISTRICT with a certificate of insurance which provides insurance coverage on the CLIENT owned school bus(s) parked at the District's bus facility. A certificate of insurance shall also show that the DISTRICT is named as an additional insured on the policy or policies of general liability and auto liability policies. Said certificate insurance shall also show that the DISTRICT will be given at least thirty (30) days notice prior to the termination, cancellation, or modification of said insurance.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

10.0 TOBACCO USE POLICY. In the interest of the public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in the buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to the DISTRICT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and CLIENT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the DISTRICT and CLIENT as they relate to their respective performance pursuant to this AGREEMENT.

12.0 PERMIT/LICENSES. DISTRICT and all DISTRICT's employees shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

13.0 NON-DISCRIMINATION. DISTRICT and CLIENT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

14.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Services shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As the date of this AGREEMENT, the address of the parties are as follows:

CLIENT: Capo Beach Calvary
25975 Domingo Ave.,
Capistrano Beach, CA 92624
Attn: Craig Whitaker, Lead Pastor

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Terry Fluent, Director of Purchasing

15.0 NON WAIVER. The failure of DISTRICT or CLIENT to seek redress for violation of, or to insist upon, the strict performance of any term or condition to 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.

16.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

18.0 ENTIRE AGREEMENT/AMENDMENT, This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands:

DISTRICT:
CAPISTRANO UNIFIED
SCHOOL DISTRICT

BY: Terry Fluett
Authorized Signature

PRINT NAME: Terry Fluett

TITLE: Director, Purchasing

DATE: October 8, 2014

CLIENT:
CAPO BEACH CALVARY

BY: Craig Whittaker
Authorized Signature

PRINT NAME: Craig Whittaker

TITLE: Lead Pastor

DATE: 2/10/14

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Date: November 8, 2017

Board Item: Second Reading - Board Policy 3461, Debt Management Policy

HISTORY

On September 12, 2016 Governor Brown signed Senate Bill No. 1029 that became codified into law in Government Code § 8855. This law now requires a debt policy by local governments for any financings completed on or after January 21, 2017. Local governments are required to certify they have adopted a debt policy, and that each financing is consistent with the debt policy, prior to issuing new debt. This certification is now part of the Report of Proposed Debt that is filed with the California Debt and Investment Advisory Commission (CDIAC).

BACKGROUND INFORMATION

The Board of Trustees has several Board policies in place that are related to financing, including Board policy 7200, *Facilities Financing*, Board policy 7212, *Mello-Roos Districts*, and Board policy 7310, *Methods of Financing*. A debt management policy will supplement the policies already in place with the information required under Government Code § 8855.

CURRENT CONSIDERATIONS

The debt policy under consideration is based on the sample debt policy provided by the Fiscal Crisis and Management Assistance Team (FCMAT). The debt policy satisfies the new requirements of Government Code § 8855.

FINANCIAL IMPLICATIONS

There are no financial implications at this time.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve Board Policy 3461, *Debt Management Policy*.

PREPARED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

Purpose

The District recognizes that the foundation of a well-managed debt program is a comprehensive debt policy that guides the issuance of debt, management of the debt portfolio, and adherence to relevant laws and regulations.

The purpose of this policy is to improve the quality of decisions, articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital and financial planning.

This debt policy sets forth comprehensive guidelines for financing capital expenditures, as well as for addressing short-term cash flow needs. The objectives of this policy are that:

1. The District obtain financing only when necessary.
2. The District use any type of debt financing allowed by California law (e.g., general obligation bonds, revenue bonds, special tax bonds, certificates of participation, lease-purchase financings, tax and revenue anticipation notes, temporary transfers from the county treasury or county superintendent of schools, bond anticipation notes), so long as the financing meets the standards for appropriateness and efficiency described below.
3. The District use a process for identifying the most appropriate and efficient timing, amount and structure of debt.

Factors to consider when determining the appropriateness of debt are to include the following:

- . Why debt rather than cash expenditure is appropriate.
- . Annual debt service and debt administration costs.
- . The District's financial condition.
- . The District's tax base.
- . Repayment source, including the amount available and its reliability.
- . Legal constraints resulting from the debt (e.g., prepayment terms, reporting requirements).
- . Additional future capital needs.
- . Type of debt instrument.

Factors to consider when determining efficiency are to include the following:

- . Up-front cost plus long-term costs.
 - . Future flexibility.
4. The District operate with extreme caution, and thoroughly investigate all possible conflicts of interest.

5. The District ensure that any required initial and periodic reporting to investors, credit rating agencies, Trustees, federal and state agencies, and the county superintendent of schools is timely and accurate.

The Board of Trustees will review this policy at least annually and update it as needed. Such a review will include a review of the then-current Government Finance Officers Association's (GFOA's) best practices on debt management policy.

Short-Term Operating Debt Policy

The expenditures associated with the District's day-to-day operations will be covered by current revenues. However, the District may experience temporary cash shortages because it does not receive its revenues in equal installments each month, yet the largest operating expenditures occur regularly in equal amounts. To finance these temporary cash shortfalls, the District may incur short-term operating debt, typically in the form of temporary transfers from the county treasury or county superintendent of schools, or tax and revenue anticipation notes (TRANS). The District will base the amount of the short-term operating debt on cash flow projections for the fiscal year and will comply with applicable federal and state regulations. The District will pledge operating revenues to repay the short-term debt in one year or less. The District will minimize the cost of the short-term borrowing to the greatest extent possible. As allowed by Education Code § 42603, the District should first consider using interfund transfers before pursuing external borrowing.

Long-Term Capital Debt Policy

The following will apply to the issuance of long-term debt:

1. The District will not use long-term obligations for operating purposes.
2. The term of the long-term obligations will not exceed the useful life of the projects financed.
3. The District will strive to minimize increases in debt service from year to year.
4. When any long-term debt is issued, the Board of Trustees will make findings as to the repayment source(s) and the sufficiency of the repayment source(s) until the debt is fully repaid.

Internal Interim Financing

When sufficient funds are available, per Education Code § 42603, the District will consider appropriating them to provide interim financing until long-term financing can be completed, usually within the fiscal year. When the long-term debt obligation is subsequently issued, the funds will be repaid. Use of this strategy requires specific advance notification to the Board of Trustees.

Responsibilities of the Chief Business Official

The chief business official (or designee) will have the primary responsibility for developing financing recommendations and ensuring implementation of the debt policy.

1. The chief business official (or designee) will review the operating cash flow monthly to determine the need for internal borrowing to maintain progress on the capital improvement program.
2. Because issuing debt is a periodic endeavor and the capital markets constantly change, prior to consideration of any financing the chief business official (or designee) will review all current GFOA best practices, advisories and guidance documents (found at GFOA.org). This will be done before any Board of Trustees action item on the topic of financing.
3. The chief business official (or designee) will supervise all details of financing endeavors, including a careful review of the documents (e.g., contracts, resolutions, agreements, financial tables).
4. The chief business official (or designee) will administer the investment of debt proceeds, with the advice of the county treasurer.
5. The chief business official (or designee) will oversee the expenditure of the debt proceeds and ensure that the debt payments are made on time.
6. The chief business official (or designee) will ensure that any initial and periodic reporting needed — such as to investors, credit rating agencies, Trustees, federal (e.g., the Internal Revenue Service, the Securities and Exchange Commission) and state agencies (e.g., the California Debt and Investment Advisory Commission), and the county superintendent of schools — is timely and accurate.
7. Before any financing is submitted to the Board of Trustees for approval, the chief business official (or designee) will take into consideration the District's internal control procedures, and consult with the District's external auditor, as needed, regarding fiscal controls to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

Engagement of Professionals

This policy recognizes that public finance professionals (e.g., financial advisors, bond counsels, brokers/dealers, and other consultants) market their services extensively. Furthermore, per Public Contract Codes 20110– 20118.4, such services are usually exempt from public bidding. To ensure that the District receives appropriate services at a fair price, and to avoid the appearance of conflict of interest, extra caution will be taken when engaging the services of public finance professionals.

Before seeking or considering contracts with public finance professionals, the chief business official will review the then-current GFOA best practices on the following topics:

- . Selecting and Managing Municipal Advisors
- . Selecting and Managing the Method of Sale of Municipal Bonds
- . Selecting Bond Counsel
- . Selecting and Managing Underwriters for Negotiated Bond Sales
- . Issuer's Role in Selection of Bond Counsel

The chief business official (and the District's purchasing agent) will report to the Board of Trustees on which professionals are needed and their contracts prior to the debt being submitted to the Board of Trustees for approval. Emphasis will be placed on competition, openness, clarity, and avoiding conflicts of interest. The process recommended may be for a period of time, or for a particular financing or set of financings.

All engagement letters, contracts, disclosures and opinions will be provided to the Board of Trustees promptly, and District staff will not sign any such documents without prior notification to the Board of Trustees.

Legal Reference:

EDUCATION CODE

15140–15150 Issuance and Sale of Bonds

41000–41003.3 Moneys Received by School Districts

41010–41023 Accounting Regulations, Budget Controls and Audits

GOVERNMENT CODE

16430–16495.5 Investments

53600–53610 Investment of Surplus

Senate Bill 1029 — approved by the Governor on September 12, 2016; amends Government Code § 8855

Probate Codes 16045–16054 Uniform Prudent Investor Act

Public Contracts Code 20110–20118.4 School Districts

Other:

GFOA best practice — Debt Management Policy, dated October 2012 (<http://www.gfoa.org/debt-management-policy>)

GFOA debt management documents and resources at <http://www.gfoa.org/topic-areas/debt-management>

Policy
adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Debbi Keeler, Director, Early Childhood Programs

Date: November 8, 2017

Board Item: Affiliation Agreement with the Regents of the University of California

HISTORY

University of California, Irvine's (UCI) Department of Ophthalmology has provided eye services for children failing eye tests administered by the District's personnel.

BACKGROUND INFORMATION

Each year UCI provides these services to families along with a prescription of eye glasses free of charge.

CURRENT CONSIDERATIONS

Approval of the affiliation of agreement with the University of California, Irvine, Department of Ophthalmology for the 2017-2018 school year will allow preschool and transitional kindergarten students to receive free vision care services and support with prescription eye glasses for those that fail the District's annual vision screening. The UCI Pediatric Eye Mobile will be available for such services at elementary school sites based upon pre-determined appointments under the supervision of the child's parent. The University supports a project for pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County referred to as "Pediatric Vision Project." The UCI vision project staff shall be under the supervision of a physician who is a member of the University and who holds a faculty appointment.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATION

Approval of Affiliation Agreement with the Regents of the University of California.

PREPARED BY: Debbi Keeler, Director, Early Childhood Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Affiliation Agreement is made and entered into this 17 day of July, 2017, in the State of California by and between Capistrano Unified School District. (hereinafter referred to as "AFFILIATE") and The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, Irvine, Department of Ophthalmology (hereafter referred to as "UNIVERSITY").

WHEREAS, UNIVERSITY provides in its curriculum a project for the pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County (CDCOC) (hereinafter collectively referred to as "Pediatric Vision Project"); and AFFILIATE.

WHEREAS, the UNIVERSITY desires to provide vision care to those preschool children that fail the annual vision screening as provided by the SD School Readiness Nurses it is desired that the AFFILIATE provide assistance to the UNIVERSITY as described in section VI of this document. In addition, the UNIVERSITY desires to provide initial and follow up vision care for all TK students in the district. The UNIVERSITY employs physicians and other personnel with training in ophthalmology and optometry and its support staff to perform such services;

IN FURTHERANCE of the foregoing purpose and the Pediatric Vision Project for the preschool children of Orange County it is agreed:

1. The UNIVERSITY shall transport the UCI Pediatric Eye Mobile to the school locations within Capistrano Unified School District in Orange County.
2. UNIVERSITY shall provide its services described herein during normal school hours and /or on a mutually agreed upon schedule.

AFFILIATE is willing to allow UNIVERSITY to utilize the facilities at School District school locations for examination of TK students, and the UCI Pediatric Eye Mobile for the preschool children that fail the School Districts annual vision screen by the staff of the Pediatric Vision Project of UNIVERSITY as pursuant to the terms of this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. TERM

This Agreement shall become effective upon final execution and shall continue in effect until June 30, 2018; subject to termination by either party with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party. Program year shall end in June, with the exact day varying from year to year as determined by the UNIVERSITY.

II. ASSIGNMENT

- A. UNIVERSITY'S Pediatric Vision Project STAFF and UCI VOLUNTEERS visiting the AFFILIATE shall be under the supervision of a physician who is a member of University who holds a faculty appointment with UNIVERSITY.
- B. UNIVERSITY may assign STAFF to visit the AFFILIATE under the direction of an Optometrist to provide vision care as determined by UNIVERSITY and agreed upon by AFFILIATE.
- C. STAFF and UCI VOLUNTEERS shall be subject to the rules and regulations of AFFILIATE and UNIVERSITY.
- D. UNIVERSITY STAFF visiting the AFFILIATE to meet the terms of the Orange County Pediatric Vision Project supported by the CFCOC shall be in good standing with UNIVERSITY. STAFF AND UCI VOLUNTEERS shall not be deemed to be employees of the AFFILIATE during the hours in which they are assigned to the UNIVERSITY'S vision project.

III. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STAFF and UCI VOLUNTEERS.

IV. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sex, national origin, ancestry, age or physical handicap.

V. OBLIGATIONS OF UNIVERSITY

- A. UNIVERSITY shall be responsible for the selection, education, placement of STAFF AND VOLUNTEERS visiting AFFILIATE to provide vision screenings and exams as called for in the Children's and Families Commission Orange County (CFCOC) Pediatric Vision Project.
- B. UNIVERSITY shall provide STAFF and VOLUNTEERS, along with AFFILIATE with all training and instruction required by UNIVERSITY'S Pediatric Vision Project. UNIVERSITY STAFF will provide vision exams, prescription for glasses and corrective lenses as needs and glasses at no charge for the children referred to the UCI Pediatric Eye Mobile, assistance with program evaluation and advice to the AFFILIATE personnel on the need for referral of children for ongoing ophthalmologic care. Glasses should be provided within a reasonable time frame.
- C. UNIVERSITY shall determine the required number of hours of clinical experience required for STAFF providing the vision exams at the AFFILIATE. All plans for providing vision care at AFFILIATE shall be subject to the approval of AFFILIATE, which approval shall not be unreasonably withheld.
- D. UNIVERSITY'S STAFF visiting the AFFILIATE shall be provided professional medical liability coverage by the UNIVERSITY.
- E. AFFILIATE may, at any time, discontinue their participation in the Pediatric Vision Project upon notification to UNIVERSITY. Such dismissal shall not be arbitrary or unreasonable.
- F. The Pediatric Vision Project Principal Investigator/ faculty (PI) and assigned STAFF to visit the AFFILIATE's facility will meet with AFFILIATE's designated liaison prior to providing vision care to the AFFILIATE's preschool/TK students. During this meeting the PI and Project Director will establish a time for visitation to the facility to provide eye exams for all TK classes, and the preschool student cohort that fails the vision screenings conducted by the AFFILIATE'S SCHOOL READINESS NURSES (SRN). The vision screenings will be conducted according to the protocols specified within the Pediatric Vision Project and agreed

to by the AFFILIATE. The Pediatric Vision Project PI and Project Director will be responsible for communicating any AFFILIATE requirements to the Vision Project STAFF and ensure compliance with AFFILIATE's requirements.

- G. The Vision Project PI and Project Director will provide AFFILIATE with a copy or multiple copies of the protocols and pediatric vision design and methodology. The faculty member or Project Director will arrange for meetings with the AFFILIATE's STAFF and SRN's so that the UNIVERSITY STAFF are knowledgeable of AFFILIATE's policies and procedures that might apply to the implementation of the Pediatric Vision Project.
- H. The faculty member and Vision Project STAFF will act as the liaison to the AFFILIATE. UNIVERSITY will coordinate and oversee UNIVERSITY staff. They will update AFFILIATE when and if changes occur related to the Vision Project that might impact the AFFILIATE. They will communicate and work to resolve any project issue in a timely manner that may occur during the VISITATION of UNIVERSITY STAFF to the AFFILIATE'S facility. If they are not able to work through the issue they will seek counsel from the Project Director or PI.

VI. OBLIGATIONS OF AFFILIATE

- A. AFFILIATE shall retain ultimate control and responsibility for their facility.
- B. AFFILIATE shall designate a person to help coordinate with the UNIVERSITY project staff for the scheduling of the UCI Pediatric Eye Mobile.
- C. AFFILIATE will adopt the protocols designed by the Pediatric Vision Project staff to conduct screenings using the plus optix or other available screening devises and methods to identify TK students and the preschool student cohort that will require additional screening and/ or eye exams that could determine and identify the vision care needs of the children. This could be identification of those within the cohort that will need glasses prescribed and dispensed by the UNIVERSITY Vision Project Staff and/or the need for the student to be seen for tertiary care.

- D. AFFILIATE STAFF will provide data from the screening and will conduct follow-up inquiries on the students who fail the vision screens to ensure they are seen by a medical doctor or the visiting optometrist as required.
- E. AFFILIATE shall provide Vision Project STAFF with access to the TK students and preschool Cohort as described in the project outline, including a place to park the Pediatric Eye Mobile and access to the cohort with parent supervision that has failed the vision screening conducted by the AFFILIATE SRN's and access to electrical outlets to provide power to the vision bus, if available.
- F. AFFILIATE shall make its best efforts to provide adequate space, support, to ensure that the identified cohort is available for eye exams as prearranged.
- G. AFFILIATE shall permit the use of its parking facilities and electrical source if approved by the school site. The AFFILIATE will communicate with the site for this approval (if applicable).
- H. AFFILIATE shall provide orientation program for faculty member and Vision Project STAFF if deemed necessary by the AFFILIATE.
- I. AFFILIATE shall assure the availability and appropriateness of the student cohort to be provided with eye exams by the UNIVERSITY STAFF. The cohort shall be limited to those preschool children who are enrolled in the school or other programs conducted on school grounds. Parent consent will not be needed for TK students based on CDE mandated screening for entry level students. Parent written consent will be provided for all follow up vision examinations and a prescription of corrective lenses as appropriate. Eye exams will be conducted on site for TK students. Any follow up preschool cohort examinations would require parent supervision. University staff will arrange with parents the day and time of the visit. Parents will supervise their own children. The distribution of the glasses will be provided directly to the families along with a fitting session and any communication as needed directly to the parent.
- J. AFFILIATE shall detail the specific responsibilities and authority of the facility's staff as related to the Pediatric Vision Project.

- K. AFFILIATE shall assure that the Pediatric Vision Projects visit to the AFFILIATES facilities are welcoming and meet the Visit objectives as outlined in the Vision Project agreement.
- L. With respect to any professional services performed by UNIVERSITY under this agreement, AFFILIATE agrees as follows:
- a. To inform University immediately upon initiation of an investigation of UNIVERSITY STAFF or upon the occurrence of a substantive untoward event involving UNIVERSITY STAFF.
 - b. To advise UNIVERSITY, within 3 calendar days, of receipt of services of a complaint, Summons, or notice of a claim naming or involving UNIVERSITY STAFF. The UNIVERSITY will initiate actions as appropriate to address, investigate and/or defend the complaint/claim.
- M. Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may but need not consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY STAFF. AFFILIATE shall have the right for good cause and after consultation with the UNIVERSITY to prohibit further attendance at AFFILIATE facilities of any UNIVERSITY STAFF provided that the AFFILIATE will not take any action against UNIVERSITY STAFF in an arbitrary and capricious manner. Upon such termination the UNIVERSITY will use its best efforts to replace terminated staff members with regard to these types of events.

VII. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents or employees.

- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents or students.
- C. 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.

VIII. INSURANCE

- A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

A) Each Occurrence	\$2,000,000
B) General Aggregate	\$5,000,000

(not applicable to the Comprehensive form)
 2. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.
 3. Worker's Compensation and Employers Liability Insurance in a form and amount covering AFFILIATE'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however that the coverage required under this Section A. (1), (2), (3) shall not in any way limit the liability of AFFILIATE. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverage.

B. UNIVERSITY at its sole cost and expense, shall self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Self-Insurance Program with limits as follows:

- | | |
|----------------------|-------------|
| A) Each Occurrence | \$2,000,000 |
| B) General Aggregate | \$5,000,000 |

2. Professional Medical Liability Self-insurance with limits as follows:

- | | |
|----------------------|-------------|
| A) Each Occurrence | \$2,000,000 |
| B) General Aggregate | \$5,000,000 |

If such insurance is written on a claims-made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement

3. Business Automobile Self-insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.
4. Worker's Compensation and Employers Liability equivalent Self-Insurance Program covering UNIVERSITY'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

5. Sexual Abuse and Molestation coverage:

A. Per occurrence \$5,000,000

B. General Aggregate \$5,000,000

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage required under this Section B (1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverage.

A. The foregoing insurance limits and/or requirements as referred to under Section (A) and (B) above shall be subject to changes in or modifications, or coverage, forms and /or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandates, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party or such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period of renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

IX. NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or registered mail. When served by registered mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to AFFILIATE shall be addressed and mailed as follows:

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Dana White, CPA
Chief Administrative Officer, Department of Ophthalmology
Gavin Herbert Eye Institute
University of California, Irvine
850 Health Sciences Road
Irvine, CA 92697-3959

With a copy to the following:

Rebecca Brusuelas-James,
Associate Vice Chancellor
For Administration
Health Affairs
270A Irvine Hall
Irvine, CA 92697-4350

Nance Hove
Director, Risk & Regulatory
Affairs
UC Irvine Health
101 The City Dr., Rte 153
Orange, CA 92868

Iliana Molina
Pediatric Vision
Project Director
Gavin Herbert Eye
Institute
850 Health Sciences
Irvine, CA 92697

X. ENTIRE AGREEMENT

This Agreement supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only by a writing signed by the parties.

XI. USE OF PARTIES' NAME

- A. UNIVERSITY shall not publish or use, without AFFILIATE'S prior written consent, language, pictures or symbols, from which AFFILIATE'S name may be reasonably inferred or implied in any advertising, promotion or other publicity matter relating directly or indirectly to this agreement. UNIVERSITY shall have the right to acknowledge AFFILIATE'S support of the research performed under this Agreement in scientific publication and other scientific communications.
- B. AFFILIATE shall not publish or use, without UNIVERSITY'S prior written consent, UNIVERSITY'S name or language, pictures or symbols, from which UNIVERSITY'S name may be reasonably or indirectly inferred or implied in any advertising, promotion or other publicity matter relating to this Agreement. The provisions of the State of California, Education Code, Title 3, 92000 apply.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to

cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIV. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

XV. COOPERATION IN DISPOSITION OF CLAIMS

AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims, Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing hereinabove, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Name:

Rebecca Brusuelas-James
Associate Vice Chancellor for Administration, Health Affairs

Date

Date

Tax ID # (Required Field)

Robert Lingua MD,
Professor of Ophthalmology &
Director, Pediatric Vision Project

Date: _____

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent Education Services

Prepared by: Brad Shearer, Assistant Superintendent Curriculum and
Instruction Preschool-Grade 5

Date: November 8, 2017

Board Item: Outdoor Science School Contract – High Trails Inc.

HISTORY

Ladera Ranch Elementary School employs High Trails Outdoor Science School for its fifth grade outdoor science camps.

BACKGROUND INFORMATION

High Trails Outdoor Science School provides an outdoor and overnight science school trip aligned with grade level science standards. The scheduled attendance for this program is November 14, 2017 through November 17, 2017 for fifth grade students from Ladera Ranch Elementary School.

CURRENT CONSIDERATIONS

Approval of the High Trails Outdoor Science School contract for the Ladera Ranch Elementary School's fifth grade outdoor science camp.

FINANCIAL IMPLICATIONS

Expenditures under this contract are estimated to be \$35,325 paid by the Ladera Ranch Elementary School gift fund.

STAFF RECOMMENDATION

Approval of the High Trails Outdoor Science School contract for the Ladera Ranch Elementary School's fifth grade outdoor science camp.

PREPARED BY: Brad Shearer, Assistant Superintendent Curriculum and
Instruction Preschool-Grade 5

APPROVED BY: Susan Holliday, Associate Superintendent Education Services



High Trails Outdoor Science School

POST OFFICE BOX 2640
BIG BEAR CITY, CA 92314
TEL/FAX: 800 428-1851

RUNNING PROGRAM IN THE
SAN BERNARDINO NATIONAL FOREST
WWW.HIGHTRAILS.COM

UNDERSTANDING HOW WE CAN ALL FIT TOGETHER ON ONE HEALTHY PLANET

Outdoor Science School Contract

School:	Ladera Ranch Elementary	Address:	29551 Sienna Parkway
District:	Capistrano	City, State, Zip:	Ladera Ranch, CA 92694
Number of Students:	145	Phone:	949 234-5915
Arrival/Departure:	11/14-17/2017; 10:30 AM	Email:	sgmiller@capousd.org
Price per Student:	\$250 per attending student	Contact Person:	Sandra Miller
Contract Due Date:	June 16th, 2017	Deposit Status:	\$0 due

1. This contract is due at High Trails by the above due date or High Trails reserves the right to fill the contracted date with another school. School agrees to maintain a deposit of \$500.00 on account with High Trails. This deposit is refundable upon written notice of cancellation to High Trails no less than 120 days prior to the scheduled arrival date. Cancellations after that date will result in the loss of deposit. Cancellations within 90 days of scheduled arrival will result in full contracted amount due.
2. School acknowledges and agrees that any fees incurred are due and payable on arrival at High Trails unless previous arrangements have been approved. Should payment not be rendered in full during a school's stay at our program, High Trails reserves the right to eliminate all offered scholarships. Students arriving late or leaving program early for any reason will not be refunded any part of the tuition fee. High Trails reserves the right to charge school for 90% of the guaranteed number of students shown above or for the number of students actually in attendance during the contract period, whichever is greater.
3. High Trails offers programs at multiple sites; school acknowledges and agrees that program may take place at any of these sites. High Trails reserves the right to cancel any contract for any reason including but not limited to: insufficient number of students in attendance, non-return of contract or other paperwork, or past or present difficulty working with school, students, teachers or district officials.
4. Schools, teachers, district officials and other personnel associated with the School or District agree to read and abide by all Rules and Regulations of High Trails. These rules are disclosed in full in the Schools and Parents section of our website. Schools agree to make available all pertinent rules and regulations to students and parents. Schools also agree to hold students and parents accountable to these policies.
5. Upon arrival at program, school shall provide High Trails with a completed and signed Health/Consent Form and Medication Form (if medication is needed) for each student in attendance. School acknowledges that High Trails cannot accept any medication for students with paperwork not filled out properly. Upon arrival school shall provide High Trails an updated list of all students in attendance.
6. High Trails will furnish first-aid services to care for minor injuries or illness and provide the services of a licensed vocational nurse or registered nurse, on site, while children are present.
7. High Trails maintains a commercial liability insurance policy; copies are available upon request. If school or district requires individual student medical insurance, it is available at an additional charge of \$0.50 per person per day.
8. School acknowledges that it is solely responsible for providing transportation of its students and teachers to and from High Trails throughout the program week. School shall provide at least one certified employee who will remain at High Trails throughout the entire contract period. School and District shall retain responsibility for its students from time of departure from the home school to time of return to the home school.
9. School and District shall defend, indemnify, and hold High Trails, its officers, agents and employees harmless from any and all claims for damages and injuries resulting from the acts or omissions of school, its district, officers, agents, employees and students with respect to the outdoor education program. High Trails shall defend, indemnify and hold School, District and their officers, agents, employees and students harmless from any and all claims for damages and injuries resulting from the acts or omissions of High Trails and its officers, agents, and employees with respect to the outdoor education program.
10. Subject to any restrictions on assignment contained in this agreement, the agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns. No written changes are permitted on this contract.

SCHOOL DISTRICT		HIGH TRAILS	
Authorized Signature: <i>Sandra Miller</i>		Authorized Signature: <i>Driz Cook</i>	
Printed Name: <i>SANDRA MILLER</i>		Printed Name: Driz Cook	
Title: <i>Principal</i>	Date: <i>5/14/17</i>	Title: Director, High Trails	Date: 5/12/2017



High Trails Outdoor Science School

POST OFFICE BOX 2640
BIG BEAR CITY, CA 92314
TEL/FAX: 800 428-1851

RUNNING PROGRAM IN THE
SAN BERNARDINO NATIONAL FOREST
WWW.DIRTYCLASSROOM.COM

LEARNING HOW WE CAN ALL FIT TOGETHER ON ONE HEALTHY PLANET

INVOICE

Ladera Ranch
29551 Sienna Parkway
Ladera Ranch, CA 92694

Date	Invoice #
9/19/2017	3396oak

Program Dates	Description	Quantity	Rate	Amount
11/14-17/2017	4 Day Program	138	250.00	34,500.00
	Scholarships: 1 for every 25 students	5	-250.00	-1,250.00
	Deposit Status: Unless otherwise requested, deposit is rolled over for next school year.		0.00	0.00
	Licensed Nurse (RN/LVN) serving as Camp Medic	138	15.00	2,070.00

**Full Amount Due
First Day Of Program**

Balance: \$35,320.00

**Thanks for spending time with us up here in the mountains and keeping the
spirit of outdoor education alive in Southern California!**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Debbi Keeler, Director II, Early Childhood Programs

Date: October 23, 2017

Board Item: Resolution No. 1718-23 Amends Agreement CSPP-7335 with the California Department of Education for the Purpose of Providing Child Care and Development Services

HISTORY

The California Department of Education (CDE) contracts with the District to offer state preschool programs serving over 550 students yearly.

BACKGROUND INFORMATION

Each year the CDE issues a contract based upon application renewal. The contract CSPP-7335 was approved at the June 28, 2017 Board meeting. The amendment increases the daily reimbursement rate from \$40.45 to \$45.73.

CURRENT CONSIDERATIONS

Amendment 1 CSPP-7335 with the California Department of Education for Child Development Services increases the Maximum Reimbursable Rate from \$2,668,890 to \$3,017, 265 from July 1, 2017 to June 30, 2018. This agreement provides services related to preschool age children to enhance optimal early childhood development and school readiness.

FINANCIAL IMPLICATIONS

The District's Early Childhood Programs will receive a daily reimbursable rate of \$45.73 per day for state preschool.

STAFF RECOMMENDATION

Approval of Resolution No. 1718-23 Amends Agreement CSPP-7335 with the California Department of Education for the Purpose of Providing Child Care and Development Services.

PREPARED BY: Debbi Keeler, Director, Early Childhood Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1718-23

**RESOLUTION NO. 1718-23 AMENDS AGREEMENT CSPP-7335 WITH THE
CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PUROSE OF
PROVIDING CHILD CARE AND DEVELOPMENT SERVICES**

BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District Amends Agreement No. CSPP-7335 with the California Department of Education for Child Development Services. Amendment 01 increases the Maximum Reimbursable Rate from \$2,668,890.00 to \$3,017, 265.00 from July 1, 2017, to June 30, 2018. This agreement provides services related to preschool age children to enhance optimal early childhood development and school readiness.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Kirsten M. Vital	Superintendent	_____
Debra R. Keeler, Ph.D.	Director, Early Childhood Programs	_____

PASSED AND ADOPTED THIS 8th day of November 2017, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 8th day of November 2017, by a roll call vote.

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

Date

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18**Amendment 01****DATE:** July 01, 2017**CONTRACT NUMBER:** CSPP-7335**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 30-6646-00-7**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Budget Act

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2017 designated as number CSPP-7335 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,668,890.00 and inserting \$3,017,265.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$40.45 and inserting \$45.73 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 65,980.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE CONTRACT MANAGER		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 348,375	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,668,890	(OPTIONAL USE) 0656 23038-6646		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,017,265	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017 FISCAL YEAR 2017-2018
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		EXHIBIT #15 DATE	

Department of General Services
use only

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent Education Services

Prepared by: Brad Shearer, Assistant Superintendent Curriculum and Instruction
Preschool-Grade 5

Date: November 8, 2017

Board Item: YMCA Program Service Agreement

HISTORY

The District has a long term relationship and agreement with the YMCA of Orange County (YMCA) which offers noontime sports programs Districtwide.

BACKGROUND INFORMATION

Wood Canyon Elementary School would like to use the YMCA Noontime Sports Program. The program will run 2 days per week on Tuesday and Thursday for a period of September 5, 2017 through December 21, 2017.

CURRENT CONSIDERATIONS

Approval of the YMCA noontime sports program service agreement at Wood Canyon Elementary School for a term of September 5, 2017 through December 21, 2017.

FINANCIAL IMPLICATIONS

Expenditures under this contract are estimated to be \$2,250 paid by the Wood Canyon Elementary general fund.

STAFF RECOMMENDATION

Approval of the YMCA Program Service Agreement for noontime sports at Wood Canyon Elementary School. The term of the agreement will begin on September 5, 2017 and expire on December 21, 2017.

PREPARED BY: Brad Shearer, Assistant Superintendent Curriculum and Instruction
Preschool-Grade 5

APPROVED BY: Susan Holliday, Associate Superintendent Education Services



YMCA PROGRAM SERVICE AGREEMENT

This Agreement is made and entered into this 1st day of September, by and between the YMCA of Orange County Laguna Niguel Family (branch name), a not-for-profit corporation and Wood Canyon Elementary, referred to throughout this Agreement as the YMCA and Program Service Recipient.

WHEREAS, Program Service Recipient agrees to have YMCA conduct program at the Program Service Recipient premises and,

WHEREAS, the YMCA desires to utilize the premises of the Program Service Recipient in order to conduct program; and,

WHEREAS, it is the desire of the parties to memorialize this understanding in a written agreement in which the YMCA shall conduct program at the premises owned by Program Service Recipient and the YMCA shall be allowed to conduct program pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall be for the period of Sept. 5, 2017- Dec. 21, 2017 and is subject to renewal for subsequent terms by agreement of both parties.

2. Program

The program covered by this agreement includes Program Service Recipients Premises. Attached hereto as *Exhibit A* describes the program and premises which is the subject of this Agreement.

3. Payment

The Program Service Recipient agrees to compensate the YMCA for performance of the services above on the following basis: \$2250.00 (Tuesday and Thursday)

4. Responsibilities of Program Service Recipient:

- a. Program Service Recipient shall solely be responsible for malfunctions, maintenance and repairs of equipment, facilities, premises or property. This shall include malfunctions, maintenance and repair to the equipment, facilities, premises or property provided by Program Service Recipient.
- b. The Program Service Recipient shall be responsible for full compliance with all cleaning procedures as regulated by the Department of Public Health. This shall include, but not be limited to routine and surrounding area housekeeping.
- c. The Program Service Recipient shall not violate any City, County, or State Law in or about the said premises.



5. Responsibility of YMCA

- a. To provide qualified YMCA staff during program hours. Each staff member shall have been screened, trained, have proper certifications for the program.
- b. Hire, staff, train and supervise all program staff.
- c. Provide program including: Noontime Sports (Lunchtime)
Ratio will be: 1:20
- d. Pay all compensation with respect to its staff including wages and employment taxes and benefits.
- e. The YMCA Director or his/her designee will promptly notify the designated Program Service Recipient representative of any needed repairs and will inform the representative of any safety or code violations which may require temporary closure until repair work is completed.
- f. YMCA shall be responsible for participant registration for the program and shall maintain records and related documents.
- g. YMCA shall be responsible for obtaining and maintaining participant's waivers for the program.

6. Insurance

The YMCA shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for the joint protection of the YMCA and the Program Service Recipient against claims for personal injury, death or property damage arising out of the negligence by the YMCA and/or its agents arising out of the program on the premises of the Program Service Recipient property. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. Program Service Recipient shall maintain at its expense during the terms of this Agreement comprehensive general liability insurance for the joint protection of Service Recipient and the YMCA against claims of personal injury, death or property damage. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. EXCLUDED FROM THE INSURANCE COVERAGE PROVIDED BY YMCA, IS ANY OCCURRENCE WHILE ON PROGRAM SERVICE RECIPIENT'S PREMISES THAT WAS NOT DUE TO THE YMCA'S NEGLIGENCE. THE PROGRAM SERVICE RECIPIENT'S INSURANCE SHALL BE THE SOLE REMEDY FOR SUCH LOSSES.

7. Indemnification

- a. Program Service Recipient shall indemnify, defend with competent counsel and hold the YMCA, its employees and agents harmless of and from any loss, damage, claim or expense including reasonable attorney's fees arising out of any act by Program Service Recipient and/or a Program Service Recipient Employee or Agent which causes harm of any type to an employee or participant in the YMCA program.
- b. YMCA shall indemnify, defend with competent counsel and hold the Program Service Recipient its employees and agents harmless of and from any loss, damage, claim or



expense including reasonable attorney's fees arising out of any act by YMCA and/or a YMCA Employee or Agent which causes harm of any type to an employee or participant in the YMCA program.

8. Assignment

Neither the Program Service Recipient nor the YMCA shall have the right to assign this Agreement without prior written consent of both parties.

9. Attorney's Fees

If a suit or action is brought to enforce this Agreement or any provision hereof, or to rescind or disaffirm this Agreement or any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, both trial and appellate, in addition to its costs and disbursements allowed by law, which shall include the costs of any discovery proceedings.

10. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and assigns.

11. Amendments

No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced in writing and is then properly executed by the parties hereto.

12. Nonprofit Status of YMCA

Should anything in this Agreement adversely affect the YMCA's not-for-profit status, this Agreement may be voided at the YMCA's sole option.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the day and date shown forth above.

YMCA OF ORANGE COUNTY

Signature and Title

Date: 8/17/17

Program Service Recipient Name

Signature and Title

Date: 8/17/17



YMCA Program Service Agreement/Contract PROCEDURES

A YMCA Program service agreement is used when the YMCA will be offering a service/program at another organization, or owner's premises or property. All agreements are contractually binding and require approval and authorization from the YMCA of Orange County.

Examples of YMCA Program Services:

- ☐ Backyard swim
- ☐ Lifeguarding
- ☐ Pool management
- ☐ Swim lessons
- ☐ Noon time sports
- ☐ After school sports
- ☐ After school programs
- ☐ Day/Resident camp

Requirements/Procedures:

- 1 Program Director completes the Program/Service Agreement. Exhibit A must be attached (agreement deliverables) along with a budget (if applicable).
- 2 Program Director must obtain supervisor approval.
- 3 Supervisor must obtain VP of Operations approval prior to entering into any agreement.
- 4 VP of Operations will obtain CFO/CEO approval.
- 5 Once contract is approved internally, Program Director may obtain other parties signatures.
- 6 Final signed and executed copy must be sent to supervisor and Association Office (CFO office) for insurance requirements and retention.

YMCA of Orange County
 30011 Ivy Glenn Dr. Ste.109
 Laguna Niguel, CA 92677
 Phone (949) 542-3901
 Fax (949) 542-3905



Bill To:
 Wood Canyon Elementary
 23431 Knollwood
 Aliso Viejo, CA 92656

DATE: August 8, 2017
INVOICE # 2017 Noontime
FOR: Sports Program
 Wood Canyon
 Elementary

DESCRIPTION	Amount Due	Payments	Balance
Service Period: Sept. 5th, 2017 - Dec. 21st, 2017 (2 days per week, Tues/Thurs)			
Expenses During Service Period:	\$2,250.00		\$2,250.00
Thank you for your support of the YMCA			
TOTAL			\$2,250.00

Make all checks payable to **YMCA of Orange County**
 If you have any questions concerning this invoice, contact Kaycee Martin at 949-542-3901

THANK YOU FOR YOUR BUSINESS!

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent, Student Support Services

Prepared by: Wendy Pospichal, Executive Director, Integrated Support Services

Date: November 8, 2017

Board Item: Income Agreement No. 44777 with Orange County Superintendent of Schools

HISTORY

On February 22, 2017, the Board of Trustees approved Income Agreement No. 43825 with Orange County Superintendent of Schools. The Agreement for the Resilient Mindful Counselor workshop was for one day, May 4, 2017.

BACKGROUND INFORMATION

Mindfulness is a strategy used by counselors when working with issues including stress and/or anxiety. The strategies may also be used and implemented by District Nurses, Intervention Specialists and Psychologists. The strategy is also beneficial for service provider self-care.

CURRENT CONSIDERATIONS

Due to an emergency, the presenter was unable to conduct the workshop scheduled for May 4, 2017. The workshop was rescheduled for November 1, 2017. The previously approved Income Agreement No. 43825 with Orange County Superintendent of Schools was not paid.

FINANCIAL IMPLICATIONS

Expenditures under this contract are anticipated to be approximately \$600 paid by the general fund.

OTHER INFORMATION

The November 1, 2017 workshop addressed School Counselors, District Nurses, Intervention Specialists and Psychologists. A new Income Agreement with Orange County Superintendent of Schools is required for payment of the rescheduled workshop.

FINANCIAL IMPLICATIONS

It is recommended the Board of Trustees approve the Income Agreement No. 44777 with Orange County Superintendent of Schools.

PREPARED BY: Wendy Pospichal, Executive Director, Integrated Support Services

APPROVED BY: Gregory Merwin, Associate Superintendent, Student Support Services

2 CAPISTRANO UNIFIED SCHOOL DISTRICT
3 INCOME AGREEMENT

4 This AGREEMENT is hereby entered into this 24th day of July,
5 2017, by and between the Orange County Superintendent of Schools,
6 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred
7 to as SUPERINTENDENT, and Capistrano Unified School District, 33122
8 Valle Road, San Juan Capistrano, California 92675, hereinafter
9 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
10 collectively referred to as the Parties.

11 WHEREAS, DISTRICT is authorized by Section 53060 of the
12 California Government Code to contract with and employ any persons
13 for the furnishing of special services and advice in financial,
14 economic, accounting, engineering, legal or administrative matters,
15 if such persons are specially trained and experienced and competent
16 to perform the special services required; and

17 WHEREAS, DISTRICT is in need of such special services and
18 advice; and

19 WHEREAS, SUPERINTENDENT is specially trained and experienced
20 and competent to perform the special services required by the
21 DISTRICT, and such services are needed on a limited basis;

22 NOW, THEREFORE, the Parties hereby agree as follows:

23 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
24 independent contractor to perform the following described services
25 and SUPERINTENDENT hereinafter set forth. Specifically,
SUPERINTENDENT's Instructional Services - Learning Support Services
program shall provide the following services:

1 1.1 Provide Resilience and Stress Management Training; as
2 described in the "Service Proposal", which is attached
3 hereto as Exhibit "A" and incorporated by reference herein.

4 2.0 TERM. This AGREEMENT shall commence on November 1, 2017 and end
5 on November 1, 2017, subject to termination set forth in this
6 AGREEMENT.

7 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services
8 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
9 total sum not to exceed Six hundred dollars (\$600.00). DISTRICT'S
10 payment to SUPERINTENDENT shall be made upon receipt of an itemized
11 invoice from SUPERINTENDENT. Payment shall be mailed to: Orange
12 County Superintendent of Schools, Attn: Accounting Manager, 200
13 Kalmus Drive, Costa Mesa, California 92626-9050, or at such other
14 place as SUPERINTENDENT may designate in writing.

15 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for
16 any costs or expenses paid or incurred by SUPERINTENDENT in
17 performing services for DISTRICT, except as follows: N/A.

18 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own
19 expense, all labor, materials, equipment, supplies and other items
20 necessary to complete the services to be provided pursuant to this
21 AGREEMENT, except as follows: N/A.

22 6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
23 that all matters produced under this AGREEMENT shall become the
24 property of SUPERINTENDENT and cannot be used without
25 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
have all right, title and interest in said matters, including the

1 right to secure and maintain the copyright, trademark and/or patent
2 of said matter in the name of the SUPERINTENDENT.

3 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
4 this AGREEMENT, shall be and act as an independent contractor.
5 SUPERINTENDENT understands and agrees that he/she and all of his/her
6 employees shall not be considered officers, employees or agents of
7 the DISTRICT, and are not entitled to benefits of any kind or nature
8 normally provided employees of the DISTRICT and/or to which
9 DISTRICT'S employees are normally entitled, including, but not
10 limited to, State Unemployment Compensation or Workers'
11 Compensation. SUPERINTENDENT assumes the full responsibility for the
12 acts and/or omissions of his/her employees or agents as they relate
13 to the services to be provided under this AGREEMENT. SUPERINTENDENT
14 shall assume full responsibility for payment of all federal, state
15 and local taxes or contributions, including unemployment insurance,
16 social security and income taxes with respect to SUPERINTENDENT'S
17 employees.

18 8.0 HOLD HARMLESS.

19 A. SUPERINTENDENT agrees to and does hereby indemnify,
20 defend, and hold harmless DISTRICT, its Governing Board, officers,
21 agents and employees from liability and claims of liability for
22 bodily injury, personal injury, sickness, disease, or death of any
23 person or persons, or damage to any property, real personal, tangible
24 or intangible, arising out of the negligent acts or omissions of
25 employees, agents or officers of SUPERINTENDENT or the Orange County
Board of education during the period of this AGREEMENT.

1 B. DISTRICT agrees to and does hereby indemnify, defend,
2 and hold harmless SUPERINTENDENT, the Orange County Board of
3 Education, and its officers, agents and employees from liability and
4 claims of liability for bodily injury, personal injury, sickness,
5 disease, or death of any person or persons, or damage to any
6 property, real personal, tangible or intangible, arising out of the
7 negligent acts or omissions of its Governing Board, employees, agents
8 or officers of DISTRICT during the period of this AGREEMENT.

9 9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this
10 AGREEMENT shall not be assigned by SUPERINTENDENT without prior
11 written approval of DISTRICT.

12 10.0 TOBACCO USE POLICY. In the interest of public health, the
13 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
14 use of any tobacco products are prohibited in buildings and
15 vehicles, and on any property owned, leased or contracted for by the
16 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
17 abide with conditions of this policy could result in the termination
18 of this AGREEMENT.

19 11.0 TERMINATION Either party may terminate this AGREEMENT with or
20 without cause with the giving of thirty (30) days written notice to
21 the other party. DISTRICT shall compensate SUPERINTENDENT only for
22 services satisfactorily rendered to the date of termination. Written
23 notice by DISTRICT shall be sufficient to stop further performance of
24 services by SUPERINTENDENT. Notice shall be deemed given when
25 received by the SUPERINTENDENT or DISTRICT or no later than three (3)
days after the day of mailing, whichever is sooner.

1 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
2 they will not engage in unlawful discrimination in employment of
3 persons because of race, color, religious creed, national origin,
4 ancestry, physical handicap, medical condition, marital status, or
5 sex of such persons.

6 13.0 NOTICE. All notices or demands to be given under this
7 AGREEMENT by either party to the other shall be in writing and given
8 either by: (a) personal service or (b) by U.S. Mail, mailed either
9 by registered or certified mail, return receipt requested, with
10 postage prepaid. Service shall be considered given when received if
11 personally served or if mailed on the third day after deposit in any
12 U.S. Post Office. The address to which notices or demands may be
13 given by either party may be changed by written notice given in
14 accordance with the notice provisions of this section. As of the
15 date of this AGREEMENT, the addresses of the parties are as follows:

16 DISTRICT: Capistrano Unified School District
33122 Valle Road
17 San Juan Capistrano, California 92675
Attn: Gregory Merwin

18 SUPERINTENDENT: Orange County Superintendent of Schools
19 200 Kalmus Drive
P.O. Box 9050
20 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

21 14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
22 redress for violation of, or to insist upon, the strict performance
23 of any term or condition of this AGREEMENT shall not be deemed a
24 waiver by that party of such term or condition, or prevent a
25 subsequent similar act from again constituting a violation of such
term or condition.

1 15.0 SEVERABILITY. If any term, condition or provision of this
2 AGREEMENT is held by a court of competent jurisdiction to be
3 invalid, void, or unenforceable, the remaining provisions will
4 nevertheless continue in full force and effect, and shall not be
5 affected, impaired or invalidated in any way.

6 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
7 shall be governed by the laws of the State of California with venue
8 in Orange County, California.

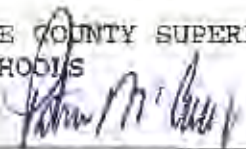
9 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
10 attached hereto constitute the entire agreement among the Parties to
11 it and supersede any prior or contemporaneous understanding or
12 agreement with respect to the services contemplated, and may be
13 amended only by a written amendment executed by both Parties to the
14 AGREEMENT.

15 IN WITNESS WHEREOF, the Parties hereto set their hands.

16 DISTRICT: CAPISTRANO UNIFIED
17 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

18 BY: _____
19 Authorized Signature

BY:  _____
Authorized Signature

20 PRINT NAME: Gregory Merwin

PRINT NAME: Patricia McCaughey

21 TITLE: Associate Superintendent

TITLE: Administrator

22 DATE: November 9, 2017

DATE: July 24, 2017

23 CAPCUSD-ResilientMindfulLearnerProject-Income(44777)17
24 ZIP 6
25



Instructional Services Division
Learning Support Services
Service Proposal

To: **Rebecca Pianta, M.S., P.P.S.**
District Lead School Counselor
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

From: Lucy Vezzuto, PhD
Coordinator, Learning Support Services

Date: November 16, 2016

Re: Resilient Mindful Counselor

Purpose: Resilience and Stress management training

Participants: 66

Audience: School Counselors, Nurses

Event Date: November 1, 2017, 1-3.30 PM

Location: Capistrano Unified School District, Boardroom, 33122 Valle Road, San Juan Capistrano

Setup: Classroom style; table and chairs facing forward

Goal: Provide stress management knowledge and coping-skills practice for counselors/nurses

Participants will:

1. Understand the importance of self-care
2. Identify their own resilience factors
3. Reflect on their self-care practices and develop a resilience plan
4. Learn about the physiology and neuroscience underlying the stress response and relaxation response
5. Identify impacts of chronic stress on performance, mind-body health and relationships
6. Practice a variety of stress reduction exercises including diaphragmatic, controlled breathing, progressive muscle relaxation, imagery and gratitude
7. Learn about mindfulness, the research, and its practice
8. Be introduced to basic practices to reduce student stress

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent, Student Support Services

Prepared by: Donald Mahoney, Assistant Superintendent, Special Education, SELPA

Date: November 8, 2017

Board Item: Master Contract with TERI Inc. for 2017-2018

BACKGROUND INFORMATION

The District had one student enrolled in the TERI Inc. The Country School, a non-public school, during the 2016-2017 school year, and similar enrollment is expected for the 2017-2018 school year. Although the District offers a Therapeutic Behavior Intervention Class (TBIC) and Structured Teaching to Educate Prepared Students /moderate/severe programs, TERI provides a unique program for students with highly aggressive behaviors coupled with low cognition who require a more intensive special education placement. The aforementioned student was originally placed at TERI through a settlement agreement between the District and the students' parent. The District's offer of a Free and Appropriate Public Education (FAPE) during the 2016-2017 was in the TERI program.

CURRENT CONSIDERATIONS

Before a student is placed in the TERI program, the student's Individual Education Program (IEP) team must determine that no less restrictive option can meet the student's needs. The District is currently projected to have one student in the TERI program, but the approval of the Master Contract Agreement allows the District to place additional students as determined by the IEP team or through a settlement agreement. The TERI program provides a more intensive and restrictive placement for students with higher levels of behavioral needs and lower levels of cognition.

FINANCIAL IMPLICATIONS

The estimated cost for the student attending the TERI program for the 2017-2018 school year is approximately \$65,000 for educational services.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve this Master Contract Agreement with TERI Inc. The Country School.

PREPARED BY: Donald Mahoney, Assistant Superintendent, Special Education, SELPA

APPROVED BY: Gregory Merwin, Associate Superintendent, Student Support Services

2017-2018

T.E.R.I. Inc.

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

Nonpublic Master Contract
Main Document

2017-2018

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

2017-2018
Nonpublic
Master Contract
Main Document

**Nonpublic Master Contract
Main Document**

2017-2018

Index of Provisions

Contract Section	Page Number
-------------------------	--------------------

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1	Master Contract	2
1.2	Supersedes Prior Contracts	2
1.3	Modifications and Amendments	2
1.4	Individual Services Agreement	2
1.5	Nonpublic Certification or Waiver	3
1.6	Term of Master Contract	3
1.7	Compliance with Applicable Federal and State Laws.....	3
	a. Nondiscrimination	3
	b. Sexual Harassment Policy	3
	c. Corporal Punishment Prohibitions	3
	d. Student Discipline.....	4
	e. Behavioral Emergency Reports.....	4
1.8	Definitions.....	4

SECTION 2: ADMINISTRATION OF CONTRACT

2.1	Notices	5
2.2	Independent Contractor Status	6
2.3	Subcontract and Assignment	6
2.4	Indemnification	6
2.5	Insurance.....	6
2.6	Transportation	7
2.7	Waivers	7
2.8	Successors in Interest	7
2.9	Severability	7
2.10	Conflicts of Interest.....	7
2.11	Inability to Meet Contract Requirements	8
2.12	Dispute Resolution	8
2.13	Due Process Complaint Procedures	8
2.14	Venue and Governing Law	8
2.15	Right to Report Master Contract Violations	8
2.16	Termination of Master Contract and/or Individual Services Agreement	8
	a. Master Contract.....	8
	b. Individual Services Agreement.....	9
2.17	Individualized Education Program (IEP) Individualized Family Service Plan (IFSP)	9
2.18	Free Appropriate Public Education.....	9
2.19	Transition to a Least Restrictive Environment (LRE).....	10
2.20	Pupil Progress	10
2.21	Assessments	10
2.22	Confidentiality of Records	10
2.23	Forwarding Educational Records	10
2.24	Data Reporting	10

**Nonpublic Master Contract
Main Document**

2017-2018

SECTION 3: PERSONNEL

3.1	Verification of Credentials, Licenses and Other Qualifications	11
3.2	Employee Fingerprints and Tuberculosis Testing	11
3.3	Qualifications of Instructional Aides and Teacher Assistants	11
3.4	Requirement to Report	11
	a. Child Abuse or Molestation	11
	b. Missing Student	12
	c. Student Injury	12

SECTION 4: FISCAL

4.1	Billing and Payment	12
	a. Invoices	12
	b. Late Invoices	12
	c. Payment	12
	d. Pupil Enrolled Prior to Approval of Agreement to a Contract	13
	e. Late Payment	13
	f. Medi-Cal Reimbursement	13
4.2	Right to Withhold	13
4.3	Inspection and Audit	14
	a. Maintenance of Fiscal Records	14
	b. Maintenance of Student Records	14
	c. LEA Access to Documents Related to the Master Contract	14
	d. Audit Exceptions	14
	e. Reasons for Unannounced Visits	14

SECTION 5: SIGNATURES

SIGNATURE PAGE	15
----------------------	----

**Nonpublic Master Contract
Main Document**

2017-2018

**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2017-2018

This Master Contract is made and entered into

this 11 day of October, 2017 between the

Capistrano Unified School District, County of Orange,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

T.E.R.I. Inc.

(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

Nonpublic Master Contract Main Document

2017-2018

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the **Orange**County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

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

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

Nonpublic Master Contract Main Document

2017-2018

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from 07/01, 20 17 to 06/30, 20 18.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

Nonpublic Master Contract Main Document

2017-2018

- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

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

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**Nonpublic Master Contract
Main Document**

2017-2018

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall
be addressed to:

Donald Mahoney, Assistant Superintendent, SELPA
Name/Title

Capistrano Unified School District
Local Education Agency

33122 Valle Road
Address

San Juan Capistrano CA 92675
City State Zip

(949) 234-9304
Phone

(949) 240-9047
Facsimile

dpmahoney@capousd.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Name/Title

Nonpublic School

Address

City State Zip

()
Phone

()
Facsimile

Email Address

Nonpublic Master Contract Main Document

2017-2018

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the OrangeCounty Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

Nonpublic Master Contract Main Document

2017-2018

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

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

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

Nonpublic Master Contract Main Document

2017-2018

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services,

Nonpublic Master Contract Main Document

2017-2018

for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

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

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

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

Nonpublic Master Contract Main Document

2017-2018

2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

Nonpublic Master Contract Main Document

2017-2018

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

Nonpublic Master Contract Main Document

2017-2018

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

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

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

Nonpublic Master Contract Main Document

2017-2018

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

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

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

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

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

Nonpublic Master Contract Main Document

2017-2018

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

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

**Nonpublic Master Contract
Main Document**

2017-2018

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 01, 2017 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☒ School ☐ Agency

Authorized Representative Signature

DATE: _____

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Donald Mahoney, Assistant Superintendent, SELPA
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Gregory Merwin, Associate Superintendent, Student Support Services
(Type) Name and Title

LEA Board Approval

DATE: _____

2017-2018
Nonpublic
Master Contract

Appendix A: Schools

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

Index of Provisions

Contract Section	Page Number
SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)	
.....	1
SECTION 2: EDUCATIONAL PROGRAM	
2.1 Admission/Enrollment Procedure	1
2.2 General Program of Instruction	1
a. Transcripts.....	2
b. Foster Youth.....	2
2.3 Supplies and Equipment	2
2.4 Calendar.....	2
2.5 Creditable Days of Attendance/Instructional Minutes.....	2
2.6 Parent Visits	3
2.7 Assessments	3
a. State Mandated Testing	3
2.8 Staff Absences	3
2.9 Monitoring.....	3
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	3
a. Facilities	3
b. Fire Drills	4
c. Earthquake Procedures.....	4
3.2 Attendance	4
a. Unexcused Absences.....	4
b. Change of Pupil's District of Residence	4
c. Parent Withdrawal of Student.....	4
d. Make-up Classes or Sessions.....	5
e. Medication	5
SECTION 4: FINANCIAL	
4.1 Rate Schedule for Contract Year	6
a. General Program Tuition Rate.....	6
1) Inclusive Education Program.....	6
2) Related Services	6
SECTION 5: APPROVALS	
SIGNATURE PAGE	9
INTERIM SERVICE AGREEMENT	10
INDIVIDUAL SERVICES AGREEMENT	11

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2017-2018

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

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

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

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

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

a. Transcripts

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

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

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

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

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

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

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

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

2.6 PARENT VISITS

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

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.

By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

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

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

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

b. Fire Drills

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

c. Earthquake Procedures

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

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

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

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

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

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

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

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

<u>Assistive Technology Services Assessment (445)</u>	<hr/>	<hr/>
<u>Physical Therapy (460)</u>	<hr/>	<hr/>
<u>Physical Therapy PT Assistant (460)</u>	<hr/>	<hr/>
<u>Physical Therapy Assessment (460)</u>	<hr/>	<hr/>
<u>Individual Counseling (510)</u>	<hr/>	<hr/>
<u>Counseling and Guidance (515)</u>	<hr/>	<hr/>
<u>Parent Counseling (520)</u>	<hr/>	<hr/>
<u>Social Work Services (525)</u>	<hr/>	<hr/>
<u>Psychological Services (530)</u>	<hr/>	<hr/>
<u>Psychological Services Assessment (530)</u>	<hr/>	<hr/>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<hr/>	<hr/>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<hr/>	<hr/>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<hr/>	<hr/>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<hr/>	<hr/>
<u>Interpreter Services (715)</u>	<hr/>	<hr/>
<u>Interpreter Services Shift Differential (715)</u>	<hr/>	<hr/>
<u>Audiological Services (720)</u>	<hr/>	<hr/>
<u>Audiological Services Assessment (720)</u>	<hr/>	<hr/>
<u>Specialized Vision Services (725)</u>	<hr/>	<hr/>
<u>Specialized Vision Services Assessment (725)</u>	<hr/>	<hr/>
<u>Orientation and Mobility (730)</u>	<hr/>	<hr/>
<u>Orientation and Mobility Assessment (730)</u>	<hr/>	<hr/>
<u>Braille Transcription (735)</u>	<hr/>	<hr/>
<u>Specialized Orthopedic Services (740)</u>	<hr/>	<hr/>
<u>Specialized Orthopedic Services Assessment (740)</u>	<hr/>	<hr/>
<u>Reader Services (745)</u>	<hr/>	<hr/>
<u>Note Taking Services (750)</u>	<hr/>	<hr/>

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>NOTES:</u>	<u></u>	<u></u>

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

NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Donald Mahoney, Assistant Superintendent, SELPA
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Gregory Merwin, Ed.D., Associate Superintendent, Student Support Services
(Type) Name and Title

LEA Board Approval

DATE: _____

2017-2018

For Provision of Special Education/Related Services and Payment

(Student Name)

Agreed to by the District Representative of the Special Education Unit of the LEA:

Date _____

Name/Title

Date _____

EXHIBIT #18

Nonpublic Master Contract

Appendix A: Schools

2017-2018

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Capistrano Unified School District Nonpublic School T.E.R.I. Inc

LEA Case Manager: Name Donald Mahoney Phone Number 949-234-9304

Pupil Name _ (Last) (First) (M.I.) Sex: ☒ M ☐ F Grade: _

Address _ City _ State/Zip _

DOB _ Residential Setting: ☒ Home ☐ Foster ☐ LCI # ☐ OTHER

Parent/Guardian _ Phone (949) _ (Residence) (Business)

Address _ City _ State/Zip _
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
 55 during the extended school year

- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \$296.88
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 200 x Daily Rate 296.88 = PROJECTED BASIC EDUCATION COSTS (A) \$59,376.00

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

 (Signature)

 (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

 (Name of Nonpublic School)

 Capistrano Unified School District
 (Name of School District)

 (Signature)

 (Date)

 (Signature)

 (Date)

 (Name and Title)

 Gregory Merwin, Ed.D., Associate Superintendent, Student Support Services
 (Name of Superintendent or Authorized Designee)

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, ATAP II

Date: November 8, 2017

Board Item: Amendment to Memorandum of Understanding with Alliant International University

HISTORY

Historically, the District has partnered with universities to allow practicum students and student teachers to be paired with experienced District Counselors and School Psychologists recommended by the District Lead Counselor and District Lead School Psychologist as master teachers. The practicum fieldwork and student teaching experience is a California Commission on Teacher Credentialing requirement to earn a Credential.

BACKGROUND INFORMATION

In order to recruit the best new School Counselors and School Psychologists, the District partners with multiple universities to allow several practicum students and student teachers to be placed at several District schools.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Amendment to Memorandum of Understanding with Alliant International University.

FINANCIAL IMPLICATIONS

Practicum Students and Student Teachers are not District employees and are unpaid. There is no fiscal impact.

DATA

There is no data available for this item.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Amendment to Memorandum of Understanding with Alliant International University.

PREPARED BY: Riki Belshe, ATAP II

APPROVED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource
Services



**HUFSTEDLER SCHOOL OF
EDUCATION**
ALLIANT INTERNATIONAL UNIVERSITY

HUFSTEDLER SCHOOL OF EDUCATION
PUPIL SERVICES CREDENTIAL PROGRAM IN SCHOOL COUNSELING
UNIVERSITY - DISTRICT AGREEMENT

DATE: _____

Dear School District Governing Board:

The following agreement is between the _____ (henceforth District) and Alliant International University's Graduate School of Education (henceforth University). The goal of this contract is to document the above partnership between two entities listed to facilitate the Fieldworker training of _____, a student in our PPS Credential Program in School Counseling.

UNIVERSITY ROLE

- | | |
|--------------|---|
| Statement #1 | The University will communicate to the public the availability of the School Counselor Fieldworker program in an effort to attract high- quality applicants as potential fieldworkers to the school counseling credential program. |
| Statement #2 | The University will inform participating districts of the availability of high quality and qualified (i.e. CBEST completed, subject matter competence verified, BA degree confirmed) school counseling Fieldworker candidates. |
| Statement #3 | The University will not recommend be the candidate unless she/he has maintained satisfactory academic progress of the University professional course sequence and completed the 100 practicum hours. |
| Statement #4 | The University will work cooperatively with District personnel to reinforce ideas, principles, and practices being conveyed through District pre-service training activities for the selected interns that are being held concurrent with the University professional training course sequence. |
| Statement #5 | The University will assign a supervisor to support the intern during this, their required field experience to obtain the PPS Credential. |
| Statement #6 | The University Supervisor will work as part of a collaborative support team with District supervisors. |
| Statement #7 | The University will recommend candidates who successfully complete their Fieldworker experience for the PPS School Counseling Credential. |

DISTRICT ROLE

- Statement #1 The District will communicate to potential interns the availability of the PPS School Psychology District/University Internship.
- Statement #2 The District will interview qualified candidates sent from the University for potential school counselor Fieldworker positions.
- Statement #3 The District will provide the selected fieldworkers with pre-service training and orientation activities.
- Statement #4 The District will assign a qualified credentialed school psychologists or school counselors to the Fieldworker, either at the District level, at the school site level, or at both levels. This (these) person(s) will work collaboratively with the University ILF assigned to the Fieldworker.
- Statement #5 There will be no financial remuneration between the student Fieldworker and District.
- Statement #6 The District will retain, not retain, or dismiss the Fieldworker(s) according to regular practice to school counselors.
- Statement #7 The District will not displace existing school counselors with Fieldworker. Vacancies to accommodate fieldworkers will be designated through normal attrition.

SIGNATURES OF AGREEMENT

_____	_____	_____
District Signature	Printed Name & Title	Date
_____	_____	_____
Student Signature	Printed Name & Title	Date
_____	_____	_____
University Signature	Printed Name & Title	Date



**Alliant International University
California School
of Education**

**MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT
CORPORATION
And
CAPISTRANO UNIFIED SCHOOL DISTRICT**

Alliant International University, Inc. A California Benefit Corporation ("University") and Capistrano Unified School District ("District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Interns who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either Alliant International University or the District shall be mutually acceptable by both Alliant International University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective January 1, 2017 for a period of five (5) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any intern who has been placed with the district prior to the effective date of termination.

Alliant International University agrees and certifies that:

1. Each Candidate shall have passed the California Educational Basic Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Intern services or responsibilities.
2. Each Candidate shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by Alliant International University personnel, including but not limited to the University faculty and the University field supervisor as directed by California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate teacher interns at least six times during a semester and allocate time with each intern after each visit to discuss the observation.

7. University Supervisors will meet with District Support Providers at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

Capistrano Unified School District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
4. No appointment shall be made unless the prospective employee provides proof of fingerprint clearance or photocopy of California teaching permit, and verification that he or she is free from tuberculosis.
5. No Intern shall displace any fully credentialed employee in the District.
6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by California Commission on Teacher Credentialing Standards.
7. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
8. The Intern's salary shall not be reduced to pay for the supervision of that Intern.
9. The Intern will apply to the California School of Education at Alliant International University for the Intern Credential within the first semester of coursework.
10. District Support Providers will meet with University Supervisors at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
11. The District Support Provider will observe and evaluate each intern teacher at least one time during a term (4 times in an academic year) and allocate time with each intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
12. District Site Support Providers must hold credentials in the same areas as the interns they support and/or hold an Administrative Services Credential.
13. All intern teachers and student teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must comprise of ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas,

the district understands that for each percentage point below that threshold, the candidate will be required to observe for two full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title I school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

14. District Intern Support Providers, District Induction Support Providers (Education Specialist Clear Credential), and master teachers must have a minimum of three years teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The district confirms that its Intern Support Providers and Induction Support Providers have been adequately trained in their supervisory roles.

Alliant International University:



Andy Vaughn, President
Alliant International University

2/2/2017

Date



Dr. Mary Oling-Sisay, Dean
California School of Education
Alliant International University

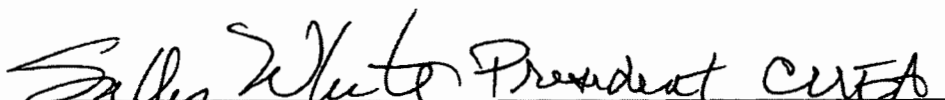
2/2/2017

Date

Capistrano Unified School District:


District Representative, Capistrano Unified School District & Title

2/1/17
Date


Bargaining Agent Representative, Capistrano Unified School District & Title

12/12/16
Date

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Prepared by: Riki Belshe, ATAP II

Date: November 8, 2017

Board Item: Affiliation Agreement with George Washington University

HISTORY

Historically, the District has partnered with universities to allow practicum students, student teachers, and interns to be paired with experienced District teachers recommended by their administrator as master teachers. The teaching experience is requirement for completion of a special education master's program.

BACKGROUND INFORMATION

In order to recruit the best new teachers, the District partners with multiple universities to allow several practicum students, student teachers, and interns to be placed at several District schools. Many current District teachers were once practicum students, student teachers, or interns placed at a District school.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Affiliation Agreement with George Washington University.

FINANCIAL IMPLICATIONS

Practicum students, student teachers, and these specific interns are not District employees and are unpaid. There is no fiscal impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Affiliation Agreement with George Washington University.

PREPARED BY: Riki Belshe, ATAP II

APPROVED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

AFFILIATION AGREEMENT
Between
THE GEORGE WASHINGTON UNIVERSITY
And
CAPISTRANO UNIFIED SCHOOL DISTRICT

THIS AFFILIATION AGREEMENT ("Agreement") is made between the George Washington University, a congressionally chartered non-profit corporation located in Washington, District of Columbia, on behalf of its Graduate School of Education and Human Development ("GW") and Capistrano Unified School District, located in San Clemente, California ("Partner Site") (each a "Party" and collectively the "Parties").

WHEREAS, the GW offers both an on-campus and online master's program in Secondary Special Education and Transition Services (the "Program");

WHEREAS, the Program's formal course of study requires Program students ("Students") to complete an intensive internship at a school, school system, community agency, postsecondary education and training setting, professional organization, or health care facility;

WHEREAS, the Partner Site is a school, school system, community agency, postsecondary education and training setting, professional organization, or health care facility that is able to provide Students with a carefully supervised internship that will teach and reinforce the competencies required by the Program curriculum; and

WHEREAS, the Parties have agreed to cooperate in providing Students with an internship experience at the Partner Site.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, have agreed as follows:

I. School and Community Based Internship Expectations

- A. Student Placements. As a part of the Program course entitled "SPED 6995: School and Community Based Internship," Students will complete a supervised internship at the Partner Site. The internship placements should allow Students to participate in delivery of Partner Site services and programs. The internship must be completed during a GW semester, as noted below, unless the Parties mutually agree in writing upon an alternate schedule.
 - a) During a fall, spring or summer GW semester, Students are required to intern at the Partner Site for 150 hours.
 - b) Students are required to intern at the Partner Site for twelve (12) consecutive weeks for twelve and a half (12.5) hours per week.
- B. Supervisory Requirements. GW will match each Student intern with a University Supervisor (as defined in Section III.B) and a Site Supervisor (as defined in Section II.C).
 - a) Site Supervisors are expected to provide direct supervision to Students throughout their internship placement.

- b) University Supervisors will provide active Student supervision through in-person or online consultations with Students and Site Supervisors. Each placement requires a minimum of two (2) consultations between the Student, the Site Supervisor and the University Supervisor.
- c) Site Supervisors will provide the University Supervisor an interim (mid-semester) and final (end-of-semester) written evaluation of Student's activities.
- d) A three-way conference between the Student, Site Supervisor and University Supervisor should be scheduled at the end of the internship.

II. Responsibilities of Partner Site

- A. General. Partner Site agrees to accept Students for the purpose of providing a planned supervised internship experience at its facilities.
- B. Training and Policies. Partner Site shall be responsible for providing Students with prior notice of its guidelines, expectations, and policies that relate to the activities of Students while at Partner Site facilities.
- C. Liaison/Staffing. Partner Site will designate a supervisor ("Site Supervisor") for each Student intern. The Site Supervisor will serve as the main point of contact between the Partner Site and the University Supervisor to coordinate the Student's internship experience. The Site Supervisors are expected to provide supervision to Students throughout their internship placement.
- D. Facilities. Partner Site shall arrange for Students to have access to such facilities as are available and reasonably necessary for the activities of Students under this Agreement.
- E. Student Behavior/Termination. Partner Site shall immediately notify the University Supervisor by email and/or telephone, if any Student engages in inappropriate behavior at the Partner Site's facilities, or whose performance is unsatisfactory. Partner Site agrees to work with GW and with the Student to attempt to remedy and/or correct the problem with the Student before the termination of any Student, unless Partner Site determines that immediate termination is necessary.
- F. Emergency Health Care. Partner Site shall provide Students with access to emergency care during the time such Students are assigned to the Partner Site's facilities. Partner Site shall notify GW if a Student develops an illness or is involved in an accident while at the Partner Site's facilities. The Parties agree that Student shall bear the cost of all emergency services rendered.

III. Responsibilities of GW

- A. General. GW shall retain full responsibility for the planning, implementation, and execution of Program internship experiences, including programming, administration, curriculum, content, grading and requirements for matriculation, promotion and graduation. GW shall place Students at Partner Site, subject to Partner Site's final approval.

- B. Liaison / Staffing. GW will match each Student with a faculty or staff member to serve as their supervisor ("University Supervisor(s)"). The University Supervisor is the official representative of GW who serves as a liaison and main point of contact between GW, the Site Supervisor, and the Partner Site. University Supervisors will maintain regular contact with Partner Site's Site Supervisors during the internship experience to discuss Student progress. University Supervisors shall also maintain contact with Students throughout the internship experiences to discuss concerns, ideas, and other issues. The University Supervisor assumes overall responsibility for the academic supervision of Students.
- C. Assignment of Students. GW shall, upon mutual agreement with the Partner Site, provide to the Partner Site the number of Students and the schedule of assignments for Program internship experiences.
- D. Student Expectations. GW will emphasize with Students that they must support and maintain the mission and objectives of the Partner Site by treating their internship experiences as a job with respect to being on time, absences, and work ethic at the Partner Site's facility. GW will also require that Students behave in a professional manner during their internship experiences. The Parties agree that Students are ultimately responsible for maintaining an open line of communication with the Partner Site to ensure that updated information, schedules and opportunities are being shared.

IV. General Provisions

- A. Term and Termination. This Agreement shall commence on September 1, 2017 and shall continue in effect for a period of three (3) years. Thereafter, this Agreement may be renewed upon the mutual written agreement of the Parties. The Parties may terminate this Agreement for any reason upon sixty (60) days written notice. Unless otherwise agreed by the Parties, Students assigned to the Partner Site shall be permitted to complete their volunteer service pursuant to the terms and conditions of this Agreement.
- B. Status of the Parties. The Parties agree that no Student participating in Program shall be considered an employee, agent, contractor, or representative of the Partner Site for any purpose including, but not limited to, workers' compensation, employee benefits, salary, and professional liability. The Parties further agree that no employee or agent of the Partner Site shall be considered an employee, agent, contractor, or representative of GW for any purpose including, but not limited to, workers' compensation, employee benefits, salary, and professional liability. The Parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the Parties, but is, rather an agreement by and among independent parties.
- C. Insurance. The Parties shall each procure and maintain during the Term of this Agreement General and Professional Liability insurance, or a self-insurance program, with limits of not less than \$1 million per occurrence and \$3 million in the aggregate covering each Party and their agents, students, faculty, and employees against liability for acts and omissions arising out of or relating to activities performed pursuant to this Agreement. The Parties shall endeavor to

provide each other with thirty (30) days' notice prior to any change in the coverage required herein.

- D. Indemnity and Hold Harmless. Each Party shall defend, indemnify and hold the other Party, its officers, agents, students, faculty, trustees and employees harmless 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 of any negligence or fault by the indemnifying party, its officers, agents or employees. The obligations under this section shall survive the termination of this Agreement.
- E. Nondiscrimination. The Parties agree that neither shall discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran's status or sexual orientation with regard to the Students who are covered by this Agreement.
- F. Assignment. This Agreement shall not be assigned or transferred by either Party without the written approval of the other Party.
- G. Notices. Any notice or other communication required or permitted by this Agreement shall be in writing and delivered by confirmed email, confirmed facsimile transmission or by certified mail, and in each instance shall be deemed given upon receipt. All communication shall be sent to:

If to GW: Jennie Akune
Director, Partnerships and International Relations
Graduate School of Education and Human Development
The George Washington University
2134 G Street, NW
Washington, DC 20052
akune@gwu.edu

With a copy to:

Joan Kester
Assistant Professor of Special Education and Disability
Studies
Graduate School of Education and Human Development
The George Washington University
2134 G Street, NW, Room 309
Washington, DC 20052
jkester@gwu.edu

If to Partner Site: Riki Belshe
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
rlbelshe@capousd.org

Each Party may change its address for notices under this Agreement by giving prior written notice to the other Party by means specified in this paragraph.

- H. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- I. Waiver. Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the Party to be charged. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.
- J. Governing Law and Jurisdiction. The laws of the District of Columbia shall govern this Agreement. The Parties further agree that any action to enforce or construe any provision of this Agreement may be brought only in the District of Columbia, notwithstanding the appropriateness of the jurisdiction the courts of any other state.
- K. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the Agreement and supersede any prior agreements, releases, or stipulations, oral or written, and all other communications between the Parties relating to such subject matter.

IN WITNESS WHEREOF, GW and the Partner Site hereto have signed this Agreement effective as of the date set forth above.

For THE GEORGE WASHINGTON UNIVERSITY

By: _____ Date: _____
Michael J. Feuer
Dean, Graduate School of Education and Human Development

For CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Gordon Amerson
Associate Superintendent Human Resource Services

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services
Prepared by: Riki Belshe, ATAP II

Date: November 8, 2017

Board Item: Student Teaching Agreement with Northern Arizona University

HISTORY

Historically, the District has partnered with universities to allow student teachers to be paired with experienced District teachers recommended by their administrator as master teachers. The student teaching experience is a California Commission on Teacher Credentialing requirement to earn a California Preliminary Teaching Credential.

BACKGROUND INFORMATION

In order to recruit the best new teachers, the District partners with multiple universities to allow several student teachers to be placed at several District schools. Many current District teachers were once student teachers placed at a District school.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the Student Teaching Agreement with Northern Arizona University.

FINANCIAL IMPLICATIONS

Student Teachers are not District employees and are unpaid. There is no fiscal impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Student Teaching Agreement with Northern Arizona University.

PREPARED BY: Riki Belshe, ATAP II

APPROVED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

RECEIVED

SEP 28 2017

VICE PROVOST FOR
ACADEMIC AFFAIRS

**STUDENT TEACHING AGREEMENT ("Agreement")
(formerly known as Directed Teaching)**

This Agreement entered into this 2nd day of October, 2017, by and between the Arizona Board of Regents for and on behalf of Northern Arizona University (hereinafter referred to as the "University") and the Capistrano Unified School District (hereinafter referred to as the "District") in the state of California.

WITNESSETH

Whereas, the governing board of any District is authorized to enter into agreements with any university or college accredited as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher education curricula of such institution; and

Whereas, any such agreement may provide for the payment in money or in services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District:

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

TERM: The term of this Agreement shall be from January 1, 2018 to December 31, 2022, not to exceed a period of five years. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party, except that any student teacher already assigned to and accepted by the District shall be allowed to complete any in-progress student teaching at the District (if feasible).

SERVICES: Not to exceed 5 Student Teaching Assignments per semester.

RATE AND AMOUNT: \$400.00 Master Teacher Stipend per semester of full-time student teaching, consisting of three (3) units.

Student supervisor shall be paid \$500.00 plus mileage at \$0.445 /mile and shall meet with the student teacher five (5) times throughout the semester.

GENERAL TERMS

1. The District shall provide teaching experience through student teaching to schools and classes of the District, not to exceed the number of student teaching assignments set forth in the special provisions. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.
2. The District may, for good cause, refuse to accept for student teaching any student of the University assigned to student teaching in the District. The University shall terminate the assignment of any student of the University to student teaching in the District.

3. "Student teaching" as used herein and elsewhere in this Agreement means active participation in the duties and function of classroom teaching under the direct supervision and instructions of employees of the District who hold valid clear teaching credentials issued by the State of California, authorizing them to serve as classroom teachers in the schools and classes in which the student teaching is provided, and that they have completed a minimum of three (3) years successful teaching experience.
4. The University shall pay the Master Teacher/s for the Performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of full-time student teaching or part-time student teaching provided by the District pursuant to this Agreement.
5. "Session of student teaching" as used herein and elsewhere in this Agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this the elementary credential candidate receives six (6) semester units of practice teaching credit) and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this the secondary credential candidate receives six (6) semester units of practice teaching credit). The credential candidate must complete two sessions for a minimum total of sixteen (16) weeks.
6. An assignment of a student of the University to student teaching in classes of schools of the District shall be for one (1) or two (2) sessions as mutually agreed between the University and the District.
7. The assignment of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other document provided by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
8. University shall inform each participating student of federal law governing the confidentiality of District student information, including the Federal Educational Rights and Privacy Act ("FERPA") ([20 U.S.C. § 1232g](#)). The District shall inform each participating student of any applicable state law governing the confidentiality of student information. Any breach of confidentiality by a participating Student shall be grounds for immediate termination of the clinical experience. Both parties agree to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the other party or as otherwise provided by law.
9. In the event the assignment of a student of the University student teaching is terminated by the University for any reason after the student has been in student teaching and has been at the assignment for a minimum of two (2) weeks, the Master Teacher/s shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment.

10. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the Master Teacher/s any amount in excess of the total sum set forth in the section on special provisions.
11. Insurance Requirements
 - A. University shall maintain adequate insurance (through the Arizona Department of Administration Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of University students participating in this professional internship program. The University shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of School District employees or agents.

School District shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of School District employees or agents. School District shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of University students.
 - B. The students involved in this program are not covered by the University's Worker's Compensation policy and are made aware of such prior to placement.
12. The parties agree to comply with all applicable federal, state, and local laws, including those prohibiting discrimination.
13. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes §38-511.
14. All contract claims and controversies arising under this Agreement shall be resolved pursuant to Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809(C).
15. This Agreement may be cancelled without any further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The District shall be notified in writing of such non-appropriation at the earliest opportunity.
16. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Northern Arizona University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Northern Arizona University, or such other location as designated by University, upon reasonable notice to the District.
17. Student teachers must have a California Commission on Teacher Credentialing Certificate of Clearance prior to the first day of student teaching. University will ensure the Certificate of Clearance is in place prior to the first day of student teaching.

18. Notice to
Capistrano Unified School District
Riki Belshe
New Teacher Induction Office
33122 Valle Road
San Juan Capistrano, CA 92675
- Notice to NAU:
Assistant Vice Provost
Professional Education Programs
Office of Fieldwork Experiences
P.O. Box 5774
Flagstaff, AZ 86011
19. Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the student teaching or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without its express written authorization.
20. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that University is a public institution, and as such is subject to Arizona Public Record laws, Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes §§ 39-121 through 39-127. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.

Execution of this Agreement is hereby requested.

Capistrano Unified School District

Arizona Board of Regents
for and on behalf of
Northern Arizona University

By _____
Dr. Gordon Amerson
Its _____
Associate Superintendent

By _____ 10/6/17
Rita Hartung Cheng, PhD
Its _____
President

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the Capistrano Unified School District, hereby certify that the following is true and exact copy of a portion of the minutes of a regular meeting of said Board held on November 8, 2017.

“It was moved, seconded and carried that the attached Agreement with the Arizona Board of Regents for and on behalf of Northern Arizona University whereby students may be assigned to the schools in the school district for student teaching, be approved; and the Secretary to the Board is hereby authorized to execute the same.”

Signed _____
Secretary Clerk to the Governing Board

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Executive Director, Human Resource Services/Compliance

Date: November 8, 2017

Board Item: Annual Report – Williams Settlement Legislation, 2016-2017 School Year

HISTORY

This is a standing item that is presented to the Board of Trustees on an annual basis.

The *Eliezer Williams, et al., vs. State of California, et al. (Williams)* case was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs include nearly 100 San Francisco County students, who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004, and as a result, the CDE has made changes to the School Accountability Report Card (SARC) template that all schools must update and publish annually. The changes will help all schools report the overall condition of their facilities, the number of teacher misassignments and vacant teacher positions, and the availability of textbooks or instructional materials.

BACKGROUND INFORMATION

Board Policy 1312.4 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions posing a threat to student/staff health or safety. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of Annual Report – Williams Settlement Legislation, 2016-2017 School Year.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

DATA

Data for this item can be found in the supporting exhibit.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Annual Report – Williams Settlement Legislation, 2016-2017 School Year.

PREPARED BY: Rich Montgomery, Executive Director, Human Resource
Services/Compliance

APPROVED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource
Services



September 29, 2017

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

Kirsten M. Vital
Superintendent
Capistrano Unified School District
32972 Valle Road
San Juan Capistrano, CA 92675

Dear Ms. Vital:

Per Education Code Section 1240, I am charged with the responsibility to conduct reviews of decile 1-3 schools based on the 2012 Academic Performance Index (API) to ensure compliance with Williams Settlement Legislation requirements.


The enclosed report for fiscal year 2016-17 provides aggregate findings for the Capistrano Unified School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

This data has been submitted in previous quarterly reports. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation.

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,


Al Mijares, Ph.D.
County Superintendent of Schools

AM:ts

Enclosure

c:Rich Montgomery, Executive Director of Human Resources Services/Compliance

**ORANGE COUNTY
BOARD OF EDUCATION**
JOHN W. BEDELL, Ph.D.
DAVID L. BOYD
REBECCA "BECKIE" GOMEZ
LINDA LINDHOLM
KEN L. WILLIAMS, D.O.



**Orange County Department of Education
Williams Settlement Legislation
Annual Report for Capistrano Unified School District
2016-17**

This report summarizes the results of Williams Settlement Legislation reviews of decile 1-3 schools (2012 base API).

INSTRUCTIONAL MATERIALS

The schools were evaluated to have sufficient textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/Instructional Materials	Grade	Room	Materials Needed	Correction Date
Kinoshita Elementary	September 2, 2016		NONE				
Viejo Elementary	September 2, 2016		NONE				

¹"Sufficient textbooks and instructional materials" means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



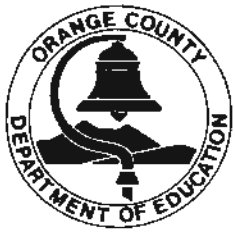
**Orange County Department of Education
Williams Settlement Legislation
Annual Report for Capistrano Unified School District
2016-17**

FACILITIES

The school sites were reviewed to determine safety, cleanliness, and functionality of facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified
Kinoshita Elementary	August 31, 2016	Computer Lab near Library	Counter top holding computers is beginning to fail – table top is bowing
Kinoshita Elementary	August 31, 2016	Kindergarten Playground	Slide is broken
Kinoshita Elementary	August 31, 2016	Girl's restroom by Room 608	Drain cover not secure – hole exposed in restroom floor
Kinoshita Elementary	August 31, 2016	Room 608	Fire extinguisher access blocked by furniture, fire extinguisher not mounted properly
Viejo Elementary	August 31, 2016		NONE

²Districts are not required to report corrections to the Orange County Department of Education.

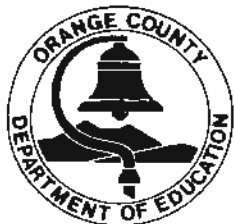


**Orange County Department of Education
Williams Settlement Legislation
Annual Report for Capistrano Unified School District
2016-17**

SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

The SARCs published in 2016-17 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Kinoshita Elementary	March 17, 2017	Yes	N/A	Yes	N/A
Viejo Elementary	March 17, 2017	Yes	N/A	Yes	N/A



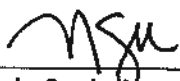
**Orange County Department of Education
Williams Settlement Legislation
Annual Report for Capistrano Unified School District
2016-17**

TEACHER ASSIGNMENT MONITORING

Teacher assignments were reviewed and found to be in compliance.

School	Teacher Misassignments ³	English Language Learner Misassignments	Teacher Vacancies ⁴	Teacher Vacancies Filled
Kinoshita Elementary	0	0	0	0
Viejo Elementary	0	0	0	0

Respectfully submitted,



Nicole Savio Newfield
Administrator, Community and Student Support Services

9/29/17
Date

5 EXHIBIT #22

Page 487 of 1197

³ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

⁴ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Executive Director, Human Resource Services/Compliance

Date: November 8, 2017

Board Item: First Quarter Report – Williams Settlement Legislation Uniform Complaint

HISTORY

This is a standing item that is presented to the Board of Trustees on a quarterly basis.

The *Eliezer Williams, et al., vs. State of California, et al. (Williams)* case was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs include nearly 100 San Francisco County students, who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004, and as a result, the CDE has made changes to the School Accountability Report Card (SARC) template that all schools must update and publish annually. The changes will help all schools report the overall condition of their facilities, the number of teacher misassignments and vacant teacher positions, and the availability of textbooks or instructional materials.

BACKGROUND INFORMATION

Board Policy 1312.4 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, and facility conditions posing a threat to student/staff health or safety. Furthermore, Education Code § 35186 requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the acceptance of Williams Settlement Legislation Uniform Complaint First Quarter Report.

FINANCIAL IMPLICATIONS

There is no fiscal impact.

DATA

Data for this item can be found in the supporting exhibit.

STAFF RECOMMENDATION

It is recommended the Board of Trustees accept the Williams Settlement Legislation Uniform Complaint First Quarter Report.

PREPARED BY: Rich Montgomery, Executive Director, Human Resource
Services/Compliance

APPROVED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource
Services



2017-18 Quarterly Report Williams Legislation Uniform Complaints

District: Capistrano Unified School DistrictDistrict Contact: Rich Montgomery *RM*Title: Executive Director, Human Resource Services/Compliance

- ☒ Quarter #1 July 1 - September 30, 2017 **Report due by October 27, 2017**
☐ Quarter #2 October 1 - December 31, 2017 **Report due by January 26, 2018**
☐ Quarter #3 January 1 - March 31, 2018 **Report due by April 27, 2018**
☐ Quarter #4 April 1 - June 30, 2018 **Report due by July 27, 2018**

Check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☒ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	2	2	0
TOTALS	2	2	0

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent: _____

Date: 10/13/2017**Please submit to:**

Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336; Email: tsavas@ocde.us; Fax: (714) 327-1371

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Prepared by: Rich Montgomery, Executive Director, Human Resource Services/Compliance

Date: November 8, 2017

Board Item: Resignations/Retirements/Employment – Classified Employees

HISTORY

The activity list for employment, separation and additional assignments of classified employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

BACKGROUND INFORMATION

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the activity list for classified employees.

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the activity list for classified employees.

PREPARED BY: Rich Montgomery, Executive Director, Human Resource
Services/Compliance

APPROVED BY: Gordon Amerson, Ed. D., Associate Superintendent, Human Resource
Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Chacon, Lorraine	Information Systems Spec III	Retirement	02/22/1999	12/29/2017
2. Downhower, Susan	Inst Asst-Presch	Voluntary	02/19/2015	11/13/2017
3. Dwyer, Natalie	IF-Sp Ed	Voluntary	08/23/2016	08/25/2017
4. Foley, Colton	IF-Sp Ed	Voluntary	04/11/2016	08/15/2017
5. Fowler, Norma	FS Elem Cashier	Other Employment	04/24/2014	10/13/2017
6. Garcia, Ruth	FS Worker	Retirement	01/08/1991	12/22/2017
7. Genadry, Floyd	Sch Bus Driver	Retirement	09/22/1997	12/08/2017
8. Guzman, Mark	MS Campus Supvr	Voluntary	08/22/2017	10/06/2017
9. Hennigsen, Debbie	Buyer	Retirement	09/01/1993	12/22/2017
10. Kelley, Peter	Walk-on Coach	Voluntary	08/27/2012	08/10/2017
11. Lavayen, Magdalena	Noon Aide	Retirement	09/10/1993	10/01/2017
12. Lipson, Julie	IF-Sp Ed	Voluntary	08/22/2017	08/22/2017
13. Leal, Teresa	Student Supvr	Voluntary	09/04/2014	06/01/2017
14. Meddaugh Jr., Wayne	Walk-on Coach	Voluntary	10/09/2014	07/10/2015
15. Nichols, Brittany	FS Worker	Voluntary	08/22/2017	08/22/2017
16. Parra, Silvia	Student Supvr	Voluntary	08/15/2016	08/14/2017
17. Patterson, Deborah	Mgr I, FS Operations	Retirement	08/01/1996	01/31/2018
18. Reyes Chavez, Stephanie	Student Supvr	Voluntary	09/25/2012	06/01/2017
19. Rivas, Cesar	Sub Sch Bus Driver	District Initiated	04/03/2017	09/21/2017
20. Robbertze, Olinda	Sch Bus Driver	Retirement	09/03/1980	01/01/2018
21. Rodriguez, Raul	Custodian III	Retirement	05/07/1997	10/20/2017
22. Sherman, Rocky	Custodian I	Voluntary	07/21/1999	09/22/2017
23. Song, Mia	Inst Asst-Sp Ed	Voluntary	12/05/2016	10/06/2017
24. Thompson, Erin	Elem Sch Office Mgr	Voluntary	09/29/2014	10/27/2017
25. Thompson, Holly	IF-Sp Ed	Voluntary	05/19/2014	09/21/2017
26. Van Zanten, Jody	Sch Secretary II	Voluntary	08/01/2016	10/27/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
28. Gabold, Landon	Technology Support Spec I (12mo/40hpw)	\$4,327.47 mo	R41-1	10/09/2017
27. Mazzini, Victor	Technology Support Spec I (12mo/40hpw)	\$4,327.47 mo	R41-1	10/30/2017
<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
29. Adams, Cordell	MS Campus Supvr (9.5mo/15hpw)	\$16.01 hr	R23-1	09/25/2017
30. Alston, Julie-Anne	IF-Sp Ed (9.5mo/30hpw)	\$17.22 hr	R22-3	10/05/2017
31. Barcelo, Lorena	MS Campus Supvr (9.5mo/15hpw)	\$16.01 hr	R23-1	09/28/2017
32. Benson, Lori	IF-Sp Ed (9.5mo/30hpw)	\$15.62 hr	R 22-2	10/09/2017
33. Bowden, Rhonda	IF-Sp Ed (9.5mo/30hpw)	\$15.62 hr	R22-1	10/19/2017
34. Calderon, Christina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$16.39 hr	R20-3	10/19/2017
35. Carmelo, Rosa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	10/02/2017
36. Cochran, Raquel	MS Campus Supvr (9.5mo/17.5hpw)	\$16.01 hr	R23-1	09/25/2017
37. Duran, Virginia	FS Worker (9.5mo/17.5hpw)	\$12.82 hr	R14-1	09/28/2017
38. Gonzalez, Edrine	IF-Sp Ed (9.5mo/30hpw)	\$15.62 hr	R22-2	10/02/2017
39. Healy, Amanda	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/29/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Himmerich, Dylan	MS Campus Supvr (9.5mo/17.5hpw)	\$16.01 hr	R23-1	10/24/2017
41. Hsu, Hanching	Blngl Inst Asst-Presch (9.5mo/15hpw)	\$16.41 hr	R24-1	10/09/2017
42. Hurst, Michelle	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R 22-2	10/02/2017
43. Ibarra, Veronica	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/25/2017
44. Jessen, Pendar	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/05/2017
45. Menchaca, Tamara	Sch Bus Driver (9.5mo/Hrs per bid)	\$20.62 hr	R28-3	09/25/2017
46. Merritts, Tammy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	10/09/2017
47. Messmore, Ashley	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/04/2017
48. Monroy, Edwin	IF-Sp Ed (9.5mo/17.5hpw)	\$16.39 hr	R22-2	10/07/2017
49. Morgan, Debra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	10/20/2017
50. Murray, Rebecca	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/10/2017
51. Newby, Madison	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/25/2017
52. Pike, Douglass	MS Campus Supvr (9.5mo/17.5hpw)	\$16.01 hr	R23-1	09/28/2017
53. Razzazian, Mahpareh	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/23/2017
54. Sanchez, Daisy	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	10/16/2017
55. Sanseverino, Francoise	Inst Asst-Presch Sp Ed (9.5mo/17.5hpw)	\$14.50 hr	R19-1	10/02/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
56. Stout, Carmen	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$16.01 hr	R23-1	09/26/2017
57. Wood, Christine	MS Campus Supvr (9.5mo/17.5hpw)	\$16.01 hr	R23-1	09/25/2017
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
58. Alexander, Gina	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/26/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
59. Backer, Anne	Student Supvr	\$10.50 hr		10/04/2017
60. Ballard, Daniela	FS Worker	\$12.82 hr	R14-1	10/06/2017
61. Bessi, Elena	Inst Asst-Sp Ed	\$14.86 hr	R20-1	10/04/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
62. Doane, Tim	Student Supvr	\$10.50 hr		10/02/2017
63. Doss, Marian	Inst Asst-Sp Ed	\$14.86 hr	R20-1	05/01/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
64. Foote, Cathleen	Student Supvr	\$10.50 hr		09/26/2017
65. Fowler, Norma	FS Elem Cashier	\$13.47 hr	R16-1	10/14/2017
66. Fries, Charity	Student Supvr	\$10.50 hr		10/02/2017
67. Fusco, Cheryl	Student Supvr	\$10.50 hr		10/02/2017
68. Goyzueta, Kellsie	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/29/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
69. Gray, Denise	Student Supvr	\$10.50 hr		10/16/2017
70. Guzman, Mark	Custodian I	\$17.24 hr	R26-1	10/07/2017
71. Harrison, Shannon	Clerk I	\$16.01 hr	R23-1	10/17/2017
72. Ighani, Shahla	Inst Asst-Sp Ed	\$14.86 hr	R20-1	09/29/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
73. Jones, Elli	Student Supvr	\$10.50 hr		08/22/2017
74. Khatib, Jacqueline	HS Campus Supvr	\$16.82 hr	R25-1	09/29/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
75. Kirkpatrick, Megan	Inst Asst-Sp Ed	\$14.86 hr	R20-1	10/10/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
76. Laudorn, Karen	Student Supvr	\$10.50 hr		09/27/2017
77. Mendoza, Kevin	Custodian I	\$17.24 hr	R26-1	10/17/2017
78. Miguel, Jose de Jesus	Custodian I	\$17.24 hr	R26-1	10/17/2017
79. Mills, Brynn	Student Supvr	\$10.50 hr		08/22/2017
80. Miranda, Blanca	Student Supvr	\$10.50 hr		10/18/2017
81. Mladenik, Sarah	Student Supvr	\$10.50 hr		08/22/2017
82. Pardo, Angie	Student Supvr	\$10.50 hr		10/03/2017
83. Pratt, John	Custodian I	\$17.24 hr	R26-1	10/10/2017
84. Ruskin, Kari	Student Supvr	\$10.50 hr		10/10/2017
85. Sanchez-Orozco, Mitzy	Clerk I	\$16.01 hr	R26-1	10/11/2017
86. Vaca, Meagan	Student Supvr	\$10.50 hr		10/02/2017
87. Vergel De Dios, Kim	Student Supvr	\$10.50 hr		10/02/2017
88. Villegas, Edwin	Inst Asst-Sp Ed	\$14.86 hr	R20-1	08/24/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
89. Wilezek, Diana	Student Supvr	\$10.50 hr		10/17/2017
90. Woodfin, Christian	Inst Asst-Sp Ed	\$14.86 hr	R20-1	10/11/2017
	IF-Sp Ed	\$15.62 hr	R22-1	
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
91. Ahlin, Alexis	Avid Tutor	\$10.50 hr		09/30/2017- 06/07/2018
92. Barry, Karla	Lead Testing Asst	\$20.00 hr		05/01/2017- 05/19/2017
93. Chavez Cordova, Anthony	Student Worker	\$10.50 hr		10/01/2017 06/30/2018
94. Clark, Ryan	Avid Tutor	\$10.50 hr		09/30/2017- 06/07/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
95. Garaud, Dimitri	Avid Tutor	\$10.50 hr		09/30/2017- 06/07/2018
96. Garcia, Alejandra	Avid Tutor	\$10.50 hr		09/18/2017- 06/07/2018
97. Garvey, Taylor	Avid Tutor	\$10.50 hr		09/30/2017- 06/07/2018
98. Lopez, Cynthia	Avid Tutor	\$10.50 hr		09/18/2017- 06/07/2018
99. Paige, Heather	Lead Testing Asst	\$20.00 hr		01/01/2018- 06/30/2018
100. Romero, Andrea	Avid Tutor	\$10.50 hr		09/30/2017- 06/07/2018
101. Torres, Ashley	Student Worker	\$10.50 hr		09/11/2017 12/31/2017
102. Vollebregt, Josh	Avid Tutor	\$10.50 hr		09/30/2017- 06/07/2018
103. Welcome, Shelly	Testing Asst	\$14.50 hr		05/01/2017- 05/19/2017

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
104. Caldwell, Kelly	Volleyball, Girls' (Asst)	Dana Hills HS	\$ 2,801.00	08/21/2017- 10/24/2017
105. Cardey, Christian	Water Polo, Boys' Varsity (Head)	Tesoro HS	\$ 3,501.00	08/21/2017- 11/18/2017
106. Cota, Christopher	Cross Country, Girls' (Head)	Dana Hills HS	\$ 3,501.00	08/21/2017- 11/03/2017
107. Culver, Glenn	Volleyball, Girls' (Head)	Dana Hills HS	\$ 3,501.00	08/21/2017- 10/24/2017
108. Diacono, Alyssa	Water Polo, Boys' (Asst)	Tesoro HS	\$ 2,801.00	08/21/2017- 11/18/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
109. Keeler, Jerry	Soccer, Girls' (Asst)	Tesoro HS	\$ 2,801.00	11/03/2017- 03/09/2018
	Soccer, Boys' (Asst)		\$ 2,801.00	
110. Monterola, Miguel	Volleyball, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,501.00	02/19/2018- 05/12/2018
111. Stuart, Cris	Pep Squad, HS	Tesoro HS	\$ 3,268.00	08/22/2017- 06/08/2018
112. Torrianni, Mark	Soccer, Boys' Varsity (Head)	Dana Hills HS	\$ 3,501.00	11/09/2017- 02/08/2018

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
113. Anderle III, Robert	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 5,000.00	08/21/2017- 06/07/2018
114. Anderson, Shelley	Volleyball, Girls' JV (Head)	Aliso Niguel HS	\$ 3,000.00	08/20/2017- 11/03/2017
115. Aneson, Kate	Drama	Tesoro HS	\$15,000.00	08/22/2017- 06/07/2018
116. Arriola, Kristen	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 3,267.00	09/11/2017- 10/31/2017
117. Baiocchi, Brian	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	09/23/2017- 12/04/2017
118. Bardowell, David	Accompanist	Aliso Viejo MS	\$ 1,500.00	08/22/2017- 06/07/2018
	Choral		\$ 6,500.00	08/30/2017- 06/15/2018
119. Bonham, Jason	Music, Strings	Dana Hills HS	\$ 9,000.00	09/01/2017- 06/01/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
120. Bozarth, William	Cross Country, Girls' (Asst)	San Clemente HS	\$ 1,200.00	09/20/2017- 12/14/2017
121. Butler, Tim	Cross Country Boys' (Asst)	San Clemente HS	\$ 2,300.00	08/07/2017- 10/31/2017
122. Carlson, Emily	Water Polo, Girls' (Asst)	Dana Hills HS	\$ 800.00	07/01/2017- 08/10/2017
123. Carter, Roger	Percussion	Dana Hills HS	\$10,000.00	09/01/2017- 06/01/2018
124. Casarrubias, Tommy	Soccer, Boys' Varsity (Asst)	San Juan Hills HS	\$ 1,000.00	08/23/2017- 10/26/2017
125. Chang, Wan-Chin	Music	Dana Hills HS	\$ 3,000.00	09/01/2017- 06/01/2018
	SOCSA		\$ 9,000.00	07/31/2017- 06/15/2018
126. Conrad, Todd	Swimming, Girls'	Tesoro HS	\$ 1,500.00	08/21/2017- 11/18/2017
	Water Polo, Boys' (Asst)		\$ 2,334.25	
127. Cosme, Leanna	Water Polo, Girls' (Asst)	San Juan Hills HS	\$ 2,334.00	08/21/2017- 11/03/2017
	Water Polo, Boys' (Asst)		\$ 2,334.00	
128. Crane, Ryan	Cross Country, Girls' (Asst)	Dana Hills HS	\$ 2,000.00	08/21/2017- 11/03/2017
	Cross Country, Girls'		\$ 500.00	08/06/2017- 08/15/2017
129. Crider, Tom	Football, Freshmen (Asst)	San Juan Hills HS	\$ 2,600.00	08/21/2017- 11/03/2017
130. Daigh, Rebekah	Color Guard, Visual Instructor	Dana Hills HS	\$ 9,000.00	09/01/2017- 06/01/2018
131. Denny, Jackson	Water Polo, Girls' (Asst)	Dana Hills HS	\$ 2,800.00	11/20/2017- 02/06/2018
132. Eaton, Pat	Volleyball, Boys' (Asst)	Tesoro HS	\$ 2,801.00	08/07/2017- 10/24/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
133. Farcone, Joseph	Basketball, Boys' (Asst)	Tesoro HS	\$ 2,334.25	11/20/2017- 02/06/2018
134. Forester, Alex	Music, Woodwind	Dana Hills HS	\$ 3,000.00	09/01/2017- 06/01/2018
135. Gambina, Niccolo	Basketball, Boys' Varsity (Asst)	San Juan Hills HS	\$ 750.00	05/17/2017- 06/30/2017
136. Gambrell, Frederick	Football, (Asst) Football, JV (Asst)	Dana Hills HS	\$ 2,000.00 \$ 2,000.00	08/21/2017- 11/03/2017
137. Garaud, Dimitri	Theater	Aliso Niguel HS	\$ 2,000.00	09/11/2017- 06/05/2018
138. Gardiner, Andrew	Basketball, Girls' (Asst)	San Clemente HS	\$ 3,000.00	09/18/2017- 11/03/2017
139. Gebhardt, Frederick	Tennis, Girls' (Asst)	Capistrano Valley HS	\$ 2,334.00	08/28/2017- 10/31/2017
140. Gibson, Mark	Drama	Tesoro HS	\$ 1,000.00	08/22/2017- 06/07/2018
141. Goodman, Spencer	Swimming, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,800.00	07/01/2017- 07/31/2017
142. Hamilton, Heather	Softball, JV (Asst)	San Juan Hills HS	\$ 1,200.00	09/01/2017- 10/31/2017
143. Henderson, Zachary	Lacrosse, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,500.00	09/20/2017- 11/03/2017
144. Higashi, Margaret	ASB Clerk	Tesoro HS	\$ 1,500.00	07/07/2017- 06/30/2018
145. Hornung, Chris	Music, Strings	Dana Hills HS	\$ 4,000.00	09/01/2017- 06/01/2018
146. Hunt, Tyler	Music, Percussion	Dana Hills HS	\$10,000.00	09/01/2017- 06/01/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
147. Ivarone, John	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,000.00	08/21/2017- 11/03/2017
148. Jones, Robert	Basketball, Girls' (Asst)	Capistrano Valley HS	\$ 2,334.00	08/03/2017- 08/31/2017
149. Julander, Jenny	Drama	Tesoro HS	\$ 2,000.00	08/22/2017- 06/07/2018
150. Kaltenbach, Garrett	Water Polo Boys' (Asst)	San Juan Hills HS	\$ 1,500.00	08/21/2017- 11/03/2017
151. Kamalu, Joylani	Color Guard, Visual Instructor	Dana Hills HS	\$ 4,000.00	09/01/2017- 06/01/2018
152. Khalili, Kamron	Tennis, Girls' (Asst)	San Juan Hills HS	\$ 2,340.00	08/21/2017- 11/03/2017
153. Kirkendall, Pam	Tennis Girls' JV (Asst)	San Juan Hills HS	\$ 2,340.00	08/21/2017- 11/03/2017
154. Koss, Laikyn	Soccer, Girls' (Asst)	Capistrano Valley HS	\$ 2,334.00	08/28/2017- 10/31/2017
155. Kuwahara, Mitchell	Music, Percussion	Dana Hills HS	\$10,000.00	09/01/2017- 06/01/2018
156. Ladensack, Elizabeth	Volleyball, Girls' (Asst)	San Clemente HS	\$ 2,000.00	08/07/2017- 10/19/2017
157. Langdon, Greg	Tennis, Girls' Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	07/01/2017- 08/10/2017
158. Lappi, Emily	Drama	Tesoro HS	\$ 1,000.00	08/22/2017- 06/07/2018
159. Lazatin, Kristen	Drama	Tesoro HS	\$ 2,000.00	08/22/2017- 06/07/2018
160. Leslie, Lauren	Soccer, Girls' Varsity (Head)	San Clemente HS	\$ 3,500.00	10/09/2017- 11/03/2017
161. Lim, Kenneth	Volleyball, Girls' Frosh/Soph (Head)	San Juan Hills HS	\$ 2,340.00	08/21/2017- 11/03/2017
162. Lindsay, Joshua	Band, Marching	Aliso Niguel HS	\$ 2,500.00	08/07/2017- 06/30/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
163. Magro, Taylor	Cheer, (Asst)	San Juan Hills HS	\$ 5,000.00	08/31/2017- 05/31/2018
164. Mahle, Curtis	Volleyball, Girls' JV (Head)	San Juan Hills HS	\$ 2,340.00	08/21/2017- 11/03/2017
165. Manresa, Christopher	Basketball, (Asst)	Tesoro HS	\$ 2,800.00	08/22/2017- 11/03/2017
166. Marx, Trisha	Volleyball, JV (Asst)	Tesoro HS	\$ 2,801.10	08/07/2017- 10/24/2017
167. Mason, Laurie	Drama, Productions, Choreography	San Clemente HS	\$22,000.00	08/14/2017- 05/14/2018
168. Mc Glinn III, John	Football, Freshmen (Asst)	San Juan Hills HS	\$ 3,500.00	08/21/2017- 11/03/2017
169. McCluskey, Taylor	Volleyball, Girls' JV (Asst)	Tesoro HS	\$ 2,334.25	08/07/2017- 10/24/2017
170. McGeough, Tyler	Music, Woodwind	Dana Hills HS	\$ 5,000.00	09/01/2017- 06/01/2018
171. Miscione II, Michael	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,000.00	08/21/2017- 11/03/2017
	Football, Freshmen (Asst)		\$ 2,200.00	
172. Moreno, Davina	Basketball, Girls' Frosh/Soph (Asst)	San Juan Hills HS	\$ 900.00	09/01/2017- 10/31/2017
173. Mott, Lauren	Athletic Trainer	Aliso Niguel HS	\$30,000.00	08/21/2017- 06/07/2018
174. Murphy, Brent	Baseball, Varsity (Asst)	Aliso Niguel HS	\$11,000.00	08/21/2017- 06/07/2018
175. Music, Samuel	Water Polo, Boys'	Dana Hills HS	\$ 2,500.00	08/01/2017- 08/12/2017
176. Myung, Sorah	Music, Strings	Dana Hills HS	\$ 4,000.00	09/01/2017- 06/01/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
177. Nealy, Billy	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,500.00	08/21/2017- 11/03/2017
178. Owens, Les	Football, Freshmen (Asst)	San Juan Hills HS	\$ 2,200.00	08/21/2017- 11/03/2017
179. Perez, Elias	Volleyball, Girls' JV (Head)	Tesoro HS	\$ 2,801.00	08/07/2017- 10/24/2017
180. Peterson, Adam	Music, Percussion	Dana Hills HS	\$13,000.00	09/01/2017- 06/01/2018
181. Pfeuffer, Bruce	Football	Dana Hills HS	\$ 575.00	07/01/2017- 07/31/2017
182. Phan, David	Music, Percussion	Dana Hills HS	\$ 5,000.00	09/01/2017- 06/01/2018
183. Pignone, Nick	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	09/23/2017- 12/04/2017
184. Ponce, Evan	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	07/01/2017- 07/31/2017
	Football, Varsity (Asst)		\$ 3,734.00	08/21/2017- 10/31/2017
185. Powell, Christopher	Water Polo, Girls' Varsity (Head)	San Clemente HS	\$ 3,300.00	09/01/2017- 11/03/2017
186. Ricci, Jake	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	07/01/2017- 07/31/2017
187. Richards, Kitty	Cross Country, Girls' Varsity (Asst)	Tesoro HS	\$ 2,801.00	08/22/2017- 11/25/2017
188. Richards, Roger	Cross Country, Girls' Varsity (Asst)	Tesoro HS	\$ 2,801.00	08/22/2017- 11/25/2017
189. Sack, Richard	Surfing, (Asst)	Tesoro HS	\$ 2,000.00	08/21/2017- 11/03/2017
190. Sarti, Nathan	Basketball, Boys' (Asst)	San Clemente HS	\$ 500.00	09/18/2017- 11/03/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
191. Schniepp, Jennifer	Choral	San Clemente HS	\$15,000.00	08/20/2017-06/09/2018
192. Seminario, Anibal	Music, Woodwind	Dana Hills HS	\$ 5,000.00	09/01/2017-06/01/2018
193. Shaffer, Dennis	Water Polo, Boys' (Asst)	Tesoro HS	\$ 2,334.25	08/21/2017-11/18/2017
194. Simonsen, Walter	Music, Marching	Dana Hills HS	\$ 8,000.00	09/01/2017-06/01/2018
195. Sipprell, Savannah	Cheer	Capistrano Valley HS	\$ 6,000.00	09/01/2017-06/30/2018
196. Skvarna, Kevin	Surfing, Boys' (Asst)	Aliso Niguel HS	\$ 3,000.00	09/13/2017-11/03/2017
197. Stachowski, Michael	Water Polo, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	08/21/2017-11/03/2017
198. Sullivan, Abbie	Swimming, Girls' (Asst)	Dana Hills HS	\$ 2,200.00	02/07/2017-05/12/2017
199. Tai, Sam	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,000.00	08/21/2017-11/03/2017
200. Troiano, Kyle	Water Polo, Boys' (Asst)	Tesoro HS	\$ 2,801.00	08/21/2017-11/18/2017
	Water Polo, Girls'		\$ 1,200.00	
201. Wagaman, Christopher	Soccer, Boys' (Asst)	San Clemente HS	\$ 1,250.00	11/06/2017-02/08/2018
202. Watkins, Daniel	Football, Varsity (Asst)	Aliso Niguel HS	\$ 1,500.00	07/01/2017-07/31/2017
203. Wereny, Andrew	Lacrosse, Boys' Varsity	Aliso Niguel HS	\$ 2,000.00	07/01/2017-08/10/2017
204. Whiting, Richelle	Volleyball, Girls' JV (Head)	Alsio Niguel HS	\$ 3,000.00	08/20/2017-11/03/2017
205. Whiting, Wendy	Volleyball, Girls' Frosh/Soph (Head)	San Juan Hills HS	\$ 2,334.00	08/21/2017-11/03/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
206. Wilson, Anna May	SOCSA	Dana Hills HS	\$ 9,000.00	07/31/2017- 06/15/2018
207. Yaffee, Taylor	Basketball, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	09/12/2017- 11/03/2017
208. Yamamoto, Kenny	Athletic Coach	Dana Hills HS	\$ 2,800.00	07/01/2017- 07/21/2017
209. Zamora, Oscar	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,500.00	08/21/2017- 11/03/2017
210. Zolezzi, Olivia	Volleyball, Girls' (Asst)	San Clemente HS	\$ 2,000.00	08/07/2017- 10/19/2017

APPROVE RECLASSIFICATION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
211. Malfavon, Alex	Mgr I, Custodial Svcs (12mo/40hpw)	Manager II, Trades (12mo/40hpw)	MGMT R50-4	10/12/2017
212. Miller, Deborah	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-1	10/23/2017
213. Montoya, Alexa	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-2	10/23/2017

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
214. Beveridge, Kimberly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-2	10/23/2017
215. Feasey, Victoria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	09/25/2017
216. Fritz, Shelly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	10/02/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE PROMOTION (Cont.)

<u>Name</u>	Former <u>Position</u>	<u>Position</u>	Range <u>Step</u>	Effective <u>Date</u>
217. Hart, Kelly	Sch Receptionist (10.75mo/40hpw)	Sch Secretary I (10.5mo/40hpw)	R29-10	10/30/2017
218. Hickey, Jodi	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-6	10/09/2017
219. Koerschgen, Tamara	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-4	10/24/2017
220. Ly, Tuyet	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	10/09/2017
221. Martinez, Tania	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-2	10/09/2017
222. McClure, Julie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-6	10/02/2017
223. Mortensen, Michael	Technology Support Spec IV (12mo/40hpw)	Technology Support Spec Lead (12mo/40hpw)	R55-6	10/03/2017
224. Robinson, Patricia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sch Secretary I (10.5mo/40hpw)	R27-4	10/30/2017

APPROVE REASSIGNMENTS

<u>Name</u>	Former <u>Position</u>	<u>Reassignment</u>	Range <u>Step</u>	Earliest Effective <u>Date</u>
225. Colvin, Pauline	Ex Secretary, Superintendent (12mo/40hpw)	Ex Secretary, Board Operations (12mo/40hpw)	CONF R30-6	10/12/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
226. Braet-Foret, Debra	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-6	10/02/2017
227. Connolly, Kay	Int Office Asst (12mo/30hpw)	Int Office Asst (12mo/40hpw)	R25-2	08/01/2017
228. Duffield, Lisa	Student Supvr (9.5mo/10.2hpw)	Student Supvr (9.5mo/5.7hpw)		09/11/2017
229. Gutierrez, Joe	Student Supvr (9.5mo/19hpw)	Student Supvr (9.5mo/19.7hpw)		09/11/2017
230. Gutierrez, Laura	Student Supvr (9.5mo/18.4hpw)	Student Supvr (9.5mo/15hpw)		09/18/2017
231. Jambusaria, Sangeeta	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/25hpw)	R22-3	10/02/2017
232. Jarbo, Nicole	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-10	10/23/2017
233. Johnson, Naoko	Student Supvr (9.5mo/18.4hpw)	Student Supvr (9.5mo/15.6hpw)		09/18/2017
234. Knight, Auroroa	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	10/23/2017
235. Lee, Jung	Student Supvr (9.5mo/17.7hpw)	Student Supvr (9.5mo/15hpw)		08/22/2017
236. Mayo, Danette	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	10/02/2017
237. Prlich, Cynthia	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	10/09/2017
238. Qureshi, Farhat	Student Supvr (9.5mo/18.7hpw)	Student Supvr (9.5mo/14.6hpw)		08/22/2017
239. Stein, Mindy	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-3	10/02/2017
240. Sturgeon, Erica	Lead FS Worker II (9.5mo/17.5hpw)	Lead FS Worker II (9.5mo/35hpw)	R31-10	08/28/2017
241. Suit, Sandy	Student Supvr (9.5mo/16.6hpw)	Student Supvr (9.5 mo/15hpw)		08/22/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
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>
242. Swords, Diana	Student Supvr (9.5mo/19hpw)	Student Supvr (9.5mo/19.7hpw)		09/11/2017
243. Valdivia-Rasher, Erika	Student Supvr (9.5mo/17.5hpw)	Student Supvr (9.5 mo/6hpw)		08/22/2017
244. Wendy, Samatha	Interpreter for Hearing Impaired (9.5mo/30hpw)	Interpreter for Hearing Impaired (9.5mo/35pw)	R30-2	08/22/2017
245. Williams, Ralph	Student Supvr (9.5mo/14.5hpw)	Student Supvr (9.5mo/3.3hpw)		09/11/2017

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
246. Adams, Stephanie	Inst Asst-Sp Ed TAA NTE 70 hrs (Work as Inst Asst during 5th period Monday-Friday)	R20-4	09/15/2017- 12/21/2017
247. Benner-Brooks, Randi	Inst Asst-Sp Ed TAA NTE 70 hrs (Oversee morning Homework Club)	R20-4	09/13/2017- 06/01/2018
248. Berg, Sandra	IF-Sp Ed TAA NTE 5 hpw (Assist with morning transition for student)	R22-6	09/11/2017- 10/12/2017
249. Casarrubias-Quin, Olivia	Blngl Clerk TAA NTE 10 hpw (Assist with Bus Pass Office)	R31-15	10/01/2017- 10/31/2017
250. Hernandez, Angleina	Blngl Clerk TAA NTE 5 hpw (Assist with Bus Pass Office)	R25-2	10/01/2017- 10/31/2017
251. Johnson, Hannah	IF-Sp Ed TAA NTE 28 hrs (Work as Inst Asst during 1st period on Mondays and Fridays)	R20-4	09/15/2017- 12/21/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
252. Saalberg, Janet	Sch Clerk I TAA NTE 300 hrs (Provide additional office support)	R23-5	10/04/2017- 06/07/2017

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT OVER-TIME RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
253. Marr, Terry	Sch Clerk II TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
254. Whiting, Susan	IF-Sp Ed TAA NTE 5 hrs (Assist Sp Ed student during senior trip)	10/11/2017

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
255. Adamson, Carol	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
256. Andraos, Gina	IF-Autism TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
257. Appelgate, Jodi	IF-Sp Ed TAA NTE 100 hrs (Assist with student transition)	09/08/2017- 06/07/2018
258. Araiza, Martha	IF-Sp Ed TAA NTE 25 hrs (Accompany student home on Sp Ed bus)	09/22/2017- 06/07/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
259. Ayon, Kristina	IF-Sp Ed TAA NTE 64 hrs (Aid student to Science Camp)	10/10/2017- 10/13/2017
	IF-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
260. Bacopulos, Dana	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
	IBI Asst/Tutor TAA NTE 12 hrs (CPI training)	
261. Bayramkul, Bonnie	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
262. Becerril, Fabiola	IF-Sp Ed TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
	IF-Sp Ed TAA NTE 12 hrs (CPI Training)	
263. Birkinshaw, Sandy	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
	IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	
264. Boettcher, Sherry	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention training for Sp Ed staff)	08/07/2017- 08/08/2017
265. Bybordi-Shariat, Shayesteh	IF-Autism TAA NTE 12 hrs (CPI training)	08/07/2017- 08/08/2017
266. Cardin, Patricia	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
	IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
267. Catsouras, Anastasia	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
268. Caudill, Amanda	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
269. Cesar, Reategui	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Assist in translation and community events)	08/22/2017- 06/07/2018
270. Collier, Leslie	IF-Autism TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
271. Copeland, Melonie	Presch Teacher TAA NTE 60 hrs (Attend Sp Ed IEPs)	08/22/2017- 06/17/2018
272. Cox, Ashleigh	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
273. Davies, Elisabeth	Inst Asst-Sp Ed TAA NTE 2.5 hrs (Accompany class on field trip)	10/23/2017- 10/23/2017
274. Dicostanzo, Lynda	IF-Autism TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
275. Dostis, Vickie	FS Cashier TAA NTE 162 hrs (Breakfast program)	10/23/2017- 01/08/2018
276. Duarte, Diane	Presch Teacher TAA NTE 60 hrs (Attend Sp Ed IEPs)	08/22/2017- 06/17/2018
277. Engleson, Emily	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
278. Enriquez, Michelle	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
279. Feasey, Victoria	Inst Asst - Sp Ed TAA NTE 10 hpw (Support student in classroom)	08/17/2017- 10/01/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
280. Friedlander, Dorothy	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
281. Garrett, Ann	IF-Sp Ed TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
282. Goins, Brook	Inst Asst - Presch TAA NTE 105 hrs (Attend orientation, IA and PLC team meetings)	07/01/2017- 06/30/2018
283. Gonzales, Kathleen	Sr IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
284. Gorsline, Melinda	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
285. Hammond, Darcy	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
286. Hernandez, Susan	Inst Asst-Comp Lab TAA NTE 50 hrs (Assist in the Science Lab)	09/11/2017- 06/30/2018
287. Hickey, Jodi	Inst Asst-Sp Ed TAA NTE 2.5 hrs (Accompany class on field trip)	10/23/2017- 10/23/2017
288. Hoklotubbe, Sandra	IF-Sp Ed TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
289. Jarbo, Nicole	IF-Sp Ed TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
	IF-Sp Ed TAA NTE 12 hrs (CPI Training)	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
290. Jennings Belardes, Kerrel	IF-Autism TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
291. Kalk, Kirstin	HS Library Media Clerk TAA NTE 16 hrs (Working two additional days prior to registration)	07/27/2017- 07/28/2017
292. Laidley, Joanie	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
293. Lewis, Sharon	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
294. Lewis, Therese	HS Library Media Clerk TAA NTE 16 hrs (Working two additional days prior to registration)	07/27/2017- 07/28/2017
295. Lohrbach, Michelle	HS Campus Supvr TAA NTE 10 hrs (Provide extra services for school year)	09/08/2017- 06/07/2018
296. Lonero, Tiffany	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
297. Lopez, Ann	IF-Sp Ed TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IF-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
298. Ly, Tuyet	Inst Asst-Sp Ed TAA NTE 12 hrs (Non -Violent Crisis Intervention Training for Sp Ed Staff) Inst Asst-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
299. Mar, Araceli	Blngl Clerk TAA NTE 60 hrs (Assist with first day packets, parent portals, special projects)	09/11/2017- 06/07/2018
300. Martinez, Brenda	HS Campus Supvr TAA NTE 10 hrs (Assist with extra services for school year)	09/08/2017- 06/07/2018
301. Masters, Alondra	Inst Asst-Presch TAA NTE 105 hrs (Attend orientation, IA and PLC team meetings)	07/01/2017- 06/30/2018
302. McKee, Danise	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
303. Mesick, Kara	Inst Asst-Presch TAA NTE 105 hrs (Attend orientation, IA and PLC team meetings)	07/01/2017- 06/30/2018
304. Meyer, Robin	IF-Autism TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
305. Mickle, Jacqueline	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
306. Mikhaylovna, Irina	Inst Asst-Sp Ed TAA NTE 16 hrs (Assisting with after school Math and ELA)	09/11/2017- 12/21/2017
307. Molina, Donna	IF-Sp Ed TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IF-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
308. Morand, Cara	Sr IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
309. O'Brien, Charlotte	Inst Asst TAA NTE 64 hrs (Assist with Homework Club)	10/01/2017- 06/01/2018
310. Orgill, Janell	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
311. Oyarzabal, Maria	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
312. Panning Labate, Tina	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
313. Perez, Maria Cruz	IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	
	FS Cashier TAA NTE 184.5 hrs (Cover Breakfast Program)	10/16/2017- 01/08/2018
314. Price, Rosa	Inst Asst-Presch TAA NTE 105 hrs (Attend orientation, IA and PLC team meetings)	07/01/2017- 06/30/2018
315. Randall, Deborah	FS Elem Cashier TAA NTE 270 hrs (Cover Breakfast Program)	10/02/2017- 12/21/2017
316. Rashidi, Akram	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/09/2017- 08/10/2017
317. Rowe, Ann	IF-Sp Ed TAA NTE 5 hrs (Accompany Student to Homecoming dance)	09/16/2017- 09/16/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
318. Rungo, Deanna	Mental Health and Behavior Support Spec TAA NTE 13 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) Mental Health and Behavior Support Spec TAA NTE 13 hrs (CPI Training)	08/07/2017- 08/08/2017
319. Salemi, Zahra	Inst Asst-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
320. Schooler, Deborah	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017
321. Sheffield, Lorri	IF-Sp Ed TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IF-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
322. Soltis, Pamela	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed staff) IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
323. Stanley, Maria	IF-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
324. Strong, Val	Inst Asst-Presch TAA NTE 105 hrs (Attend orientation, IA and PLC team meetings)	07/01/2017- 06/30/2018
325. Sunyich, Jenna	Inst Asst-Sp Ed TAA NTE 3 hpw (Work as Inst Asst during 1st period)	09/15/2017- 12/21/2017
326. Tavernetti, Carmen	Blngl Comm Svcs Liaison TAA NTE 1 hr (Assist in After School Homework Club)	09/12/2017- 09/25/2017
327. Tunuli, Jessica	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff)	08/07/2017- 08/08/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

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

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
328. Warren, Mary	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
329. Wendy, Anita	IF-Autism TAA NTE 12 hrs (CPI Training)	08/07/2017- 08/08/2017
330. Whiting, Susan	IF-Sp Ed TAA NTE 5 hrs (Accompany student to Homecoming dance)	09/16/2017- 09/16/2017
331. Wirtz, Patricia	IBI Asst/Tutor TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
332. Wong, Tam	Inst Asst-Sp Ed TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
333. Yamamoto, Laura	Inst Asst-Sp Ed TAA NTE 12 hrs (Non-Violent Crisis Intervention Training for Sp Ed Staff) IBI Asst/Tutor TAA NTE 12 hrs (CPI Training)	08/09/2017- 08/10/2017
334. Yasaman, Maleki	IF-Sp Ed TAA NTE 120 hrs (Accompany student home on Sp Ed bus)	08/29/2017- 06/07/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
335. Belden, Lene	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/12/2017
336. Berkowitz, Kathryn	Inst Asst-Presch (9.5mo/10.5hpw)	Elem Sch Office Mgr	R33-6	08/28/2017
337. Bethurum, Connie	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Sp Ed IF-Sp Ed	R20-10 R22-10	08/30/2017
338. Chumley, Stacey	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	09/12/2017
339. Craft, Jamie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/01/2017
340. Gonzalez, Bernice	Presch Teacher (9.5mo/30hpw)	Sch Secretary II	R29-10	08/14/2017
341. Manjarrez, Stacy	MS Campus Supvr (9.5mo/17.5hpw)	Inst Asst-Sp Ed IF-Sp Ed	R20-2 R22-2	09/12/2017
342. Montoya, Alexa	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	09/12/2017
343. Senate, Melisa	MS Campus Supvr (9.5mo/17.5hpw)	Inst Asst-Sp Ed IF-Sp Ed	R20-4 R22-4	09/12/2017
344. Smith, Michael	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/12/2017
345. Sunyich, Jenna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/12/2017
346. Szabo, Susan	IF-Sp Ed (9.5mo/32.5hpw)	Inst Asst-Sp Ed	R20-6	09/12/2017
347. Vermillion, Diana	MS Campus Supvr (9.5mo/17.5hpw)	Inst Asst	R19-15	09/12/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Classified Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
348. Cruz, Maria Delia	Blnl Comm Svcs Liaison	Personal	10/17/2017- 11/17/2018

APPROVE REPORT OF BOARD ACTION

At the regular Board of Trustees meeting of October 11, 2017, the Board took the following action:

349. Appoint Ryan Carter to the position of Executive Director, Construction, Maintenance and Operations, with an annual salary of \$122,139 per year.

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Prepared by: Tim Brooks, Executive Director, Human Resource Services/Investigations

Date: November 8, 2017

Board Item: Resignations/Retirements/Employment – Certificated Employees

HISTORY

The activity list for employment, separation and additional assignments of certificated employees is a standing item that is presented during each regularly scheduled Board of Trustees meeting.

BACKGROUND INFORMATION

In accordance with California Education Code §§ 44830(a), 45102, 44930, 45201 and 45190, employment actions or processes that affect an employee's status or pay during their employment must be approved by the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration the approval of the activity list for certificated employees.

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the activity list for certificated employees.

PREPARED BY: Tim Brooks, Executive Director, Human Resource Services/Investigations

APPROVED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
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. Arman, Avery	Sub Teacher	Voluntary	10/13/2016	09/22/2017
2. Balbas, Sara	Sub Teacher	Other Employment	03/24/2014	09/28/2017
3. Butcher, Melissa	Sub Teacher	Other Employment	05/15/2017	06/30/2017
4. Hoffman, Sara	Sub Teacher	Other Employment	08/22/2011	06/30/2017
5. Horta, Jesus	Sub Teacher	Other Employment	10/24/2016	10/17/2017
6. Kincaid, Mitzi	Teacher	Personal	09/03/1999	06/02/2017
7. Sullivan, Ann	Sub Principal	Personal	08/10/2015	10/17/2017

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
8. Cowan, Matthew	Teacher	\$61,849	D-1	10/10/2017
9. Felipe, Erlinda	Teacher	\$51,872	A-1	10/16/2017
10. Garcia, Jesenia	Teacher	\$51,872	A-1	10/10/2017
11. Van Dixhorn, Kimberly	Teacher	\$70,300	C-7	10/02/2017

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
12. Hornig, Timothy	Coordinator, Athletics and Extra-Curricular Programs	\$115,910	MGMT R51-6	11/06/2017

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

13. Buckholz, Cindy	15. Maynard, Rick
14. Hoffman, Todd	16. Zamora-Balderrama, S.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per day

- | | |
|------------------------|---------------------------|
| 17. Allen, Heather | 42. Krogh, Kyle |
| 18. Ayala, Fernando | 43. Kuhlmann, Alexandra |
| 19. Brunner, Patricia | 44. Lepper, Rachyl |
| 20. Carpenter, Paula | 45. Linden, Melissa |
| 21. Carter, Fiona | 46. Manena, Jennifer |
| 22. Cascardo, Matthew | 47. McKovich, Kelsey |
| 23. Cheema, Rajwant | 48. Modeer, Laura |
| 24. Chen, Ian | 49. Moos, Gina |
| 25. Chmelik, Melissa | 50. Najar, Frances |
| 26. Clayton, Kiri | 51. Naygaard, Kailey |
| 27. Covey, Hali | 52. Oplinger, Allyson |
| 28. Dodsworth, Mindy | 53. Ploessel-Campbell, M. |
| 29. Erol, Emily | 54. Poole, Ruth |
| 30. Frohoff, Tiffany | 55. Pourmand, Roxana |
| 31. Godinez, Christine | 56. Roberts, Lisa |
| 32. Hamilton, Courtney | 57. Rovsek, Blyth |
| 33. Hatt, Julianne | 58. Salazar, Macey |
| 34. Henderson, Zachary | 59. Smith, Darrin |
| 35. Heurlin, John | 60. Smith, Lauren |
| 36. Hibbert, Analia | 61. Stine, Nicholas |
| 37. Humphrey, Lisa | 62. Suggs, Michelle |
| 38. Izadshenas, Zadhra | 63. Swanson, Isaac |
| 39. Jones, Robert | 64. Waln, Tricia |
| 40. Key, Samantha | 65. Yegsigian, Carley |
| 41. Kim, Lois | |

APPROVE SUBSTITUTE PSYCHOLOGISTS

Pay @ \$275.00 per day

66. Anapol, Jennifer

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE 6/5ths ASSIGNMENT 1st SEMESTER

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

- | | |
|-------------------------|-------------------------|
| 67. Barnes, Brian | 83. Jones, Christine |
| 68. Biggs, Paul | 84. Kaneshiro, Reid |
| 69. Chastain, Katherine | 85. Knaup Noble, Amy |
| 70. Currie, Kristen | 86. Leiva, Megan |
| 71. Desiano, Ann Marie | 87. Love, Heather |
| 72. Dileo, Timothy | 88. Manzotti, Maria |
| 73. Garrett, Steve | 89. McKinley, Michelle |
| 74. Gross, Deanna | 90. McLaughlin, Heather |
| 75. Hallam, John | 91. Mooney, Mark |
| 76. Hancock, Keith | 92. O'Rourke, Patrick |
| 77. Hannett, Patrick | 93. Olsen, Marlene |
| 78. Harnett, Colleen | 94. Peterson, Lauren |
| 79. Herbold, Andrew | 95. Rippe, Diane |
| 80. Joerger, Lucille | 96. Skidmore, Michelle |
| 81. Johnson, Carter | 97. Wulff, Melinda |
| 82. Johnson, David | |

APPROVE 6/5ths ASSIGNMENT-FULL YEAR

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

- | | |
|---------------------|---------------------|
| 98. Aldaco, Danelle | 100. Phillips, Lisa |
| 99. Farrier, Amy | |

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
101. Aguilera, Jennifer	Teacher-100%	STAP I	08/18/2017- 06/08/2018
102. Anderson, Cindy	ETAP I	ETAP I	08/18/2017- 06/08/2018
103. Anderson, Dottie	ETAP I	ETAP I	08/18/2017- 06/08/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
104. Asakowicz, Laurie	ETAP I	ETAP I	08/18/2017- 06/08/2018
105. Bartlett, Stephanie	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
106. Belmont, Kim	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
107. Belshe, Raquel	ATAP I	ATAP II	08/11/2017- 06/08/2018
108. Berger, Ann	Teacher-100%	ETAP II	08/11/2017- 06/08/2018
109. Brunet, Michele	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
110. Carter, Thomas	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
111. Clem, Taylor	Teacher-100%	Teacher-80%	08/17/2017
112. Cuevas, Kristine	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
113. Cutkomp, Carol	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
114. Davis, Lori	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
115. Dembiec, Chris	ETAP II	ETAP II	08/11/2017- 06/08/2018
116. Dunn, Camille	Teacher-60%	Teacher-80%	09/25/2017
117. Franzi, Debra	Teacher-100%	STAP I	08/18/2017- 06/08/2018
118. Gray, Carrie-Anne	ETAP I	ETAP I	08/18/2017- 06/08/2018
119. LaMotte, Migel	STAP I	STAP I	08/18/2017- 06/08/2018
120. Lowy, Laurie	MS Asst Principal	ES Asst Principal	10/16/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
121. Mazzola, Elaine	ETAP I	ETAP I	08/18/2017- 06/08/2018
122. O'Halloran, Karen	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
123. Petzold, Dionne	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
124. Phillips, Deanna	Teacher-100%	ETAP II	08/11/2017- 06/08/2018
125. Richardson, Katrine	ETAP I	ETAP I	08/18/2017- 06/08/2018
126. Schild, Natalie	ETAP I	ETAP I	08/18/2017- 06/08/2018
127. Scholl, Steven	Teacher-100%	ETAP II	08/11/2017- 06/08/2018
128. Schwartz, Jenifer	ETAP I	ETAP I	08/18/2017- 06/08/2018
129. Sweany, Jill	Teacher-100%	ETAP I	08/18/2017- 06/08/2018
130. Vleisides, Perra	ETAP I	ETAP I	08/18/2017- 06/08/2018
131. Young, Jessica	Teacher-100%	Teacher-80%	08/18/2017

APPROVE ADDITIONAL ASSIGNMENTS

Teach FSEK (Science) Once Per Week - Multiple Sites

Not to exceed 21 hours total instructional pay @ \$35.00 per hour
08/22/2017-06/07/2018

132. Hendrickson, Katharine

133. Rodda, Roselee

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Kindergarten Assessment - Multiple Sites

Not to exceed 4.5 hours total instructional pay @ \$35.00 per hour

08/14/2017

134. Boylan, Sandra
135. Lewis, Robin

136. Shultz, Michelle

Attend Discovery Education Leader Retreat - Multiple Sites

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

06/05/2017

137. Dickson, Cynthia

138. Tarui, Ester

After School Detention - Multiple Sites

Not to exceed 385 hours total instructional pay @ \$35.00 per hour

08/22/2017-06/08/2018

139. Bowden, Stephanie
140. Crapo, Mary

141. Dileo, Tim
142. Mays, Jeffrey

Leadership Team - Multiple Sites

Not to exceed 10 hours total non-instructional pay @ \$30.00 per hour

08/22/2017-06/08/2017

143. Barbour, Gigi
144. DeMille, Kimberly
145. Gaynor, Shannyn
146. Graham, Jocelyn
147. Hobson, Jamie

148. Jones-Castro, Teri
149. Martin, Colleen
150. Powell, Elizabeth
151. Turner, Teresa
152. Werner, Tracy

Intervention Core Support - Multiple Sites

Not to exceed 250 hours total instructional pay @ \$35.00 per hour

09/13/2017-05/25/2018

153. Annis, Sara
154. Castle, John
155. Hamilton, Marcy

156. Meyer, Ruth
157. Pagel, Velda
158. Reardon, Lisa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Saturday School - Multiple Sites

Not to exceed 272 hours total instructional pay @ \$35.00 per hour
08/22/2017-06/30/2018

159. Aguirre-Perez, Karla	164. Manzotti, Maria
160. Dewald, Nicholas	165. Nguyen, Huy
161. Eckert-Toler, Jennifer	166. Resnick, Joshua
162. Gross, Deanna	167. Shrader, Loren
163. Lee, Christina	

Teach Student Intervention Class - Multiple Sites

Not to exceed 120 hours total instructional pay @ \$35.00 per hour
08/28/2017-12/22/2017

168. Barnett, Laura	170. Hixon, Jennifer
169. Donelson, Tait	

Homework Club - Multiple Sites

Not to exceed 119 hours total instructional pay @ \$35.00 per hour
09/25/2017-06/07/2018

171. Duff, Jeni	173. Napoli, Kimberly
172. Fragrassi, Joseph	174. Paradise, Susan

After School Tutorial- Multiple Sites

Not to exceed 325 hours total instructional pay @ \$35.00 per hour
08/21/2017-06/15/2018

175. Barahona, Lauren	180. Henry, Robert
176. Buckholz, Cynthia	181. Mesa, Sandra
177. Kelly, Connor	182. Parker, Karen
178. Daly, James	183. Sullivan, Michael
179. Hazard, Zachary	184. Torres, Kelsey

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Staff Development - Bathgate Elem

Not to exceed 20 hours each non-instructional pay @ \$30.00 per hour
09/01/2017-06/08/2018

185. Doane, Michele

186. Peterson, Christin

Write from the Beginning and Beyond Training - Bathgate Elem

Not to exceed 2 hours each non-instructional pay @ \$30.00 per hour
09/06/2017

187. Anderson, Kelly

199. Heinsen, Rebecca

188. Begin Hann, Susanna

200. Henchel, Jennifer

189. Burgess, Laurie

201. Holley, Cindi

190. Burkhardt, Jennifer

202. Jacques, Heather

191. Doane, Michele

203. Kissel, Heidi

192. Dockins, Annie

204. Kleindienst, Michelle

193. Eberhart, Janis

205. Mackay, Frances

194. Faulds, Debbie

206. Nielson, Susie

195. Gaffney, Lanett

207. O'Brien, Jackie

196. Gilstrap, Tiffany

208. Russo, Kyle

197. Grigals, Laura

209. Sherburne, Cathy

198. Hauser, Jennifer

210. Weller, Debra

ILT Meeting - Canyon Vista Elem

Not to exceed 75 hours total non-instructional pay @ \$30.00 per hour
10/02/2017-06/07/2018

211. Albers, Heidi

214. Saalberg, Christopher

212. Hansen, Julie

215. Taylor, Pamela

213. Meyers, Valerie

Conduct Kindergarten Assessments - Concordia Elem

Not to exceed 8 hours total instructional pay @ \$35.00 per hour
08/16/2017

216. Demille, Kimberly

217. Gregerson, Bridget

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Thinking Maps Training- Concordia Elem

Not to exceed 1 day sub pay @ \$105.00 per day
08/16/2017

- | | |
|----------------------|-------------------------|
| 218. Barbour, Gigi | 223. Jones-Castro, Teri |
| 219. Burns, Kim | 224. Keim, Barbara |
| 220. Gaynor, Shannyn | 225. Phillipson, Kelly |
| 221. Gerhard, Kendra | 226. Powell, Elizabeth |
| 222. Hobson, Jamie | 227. Ramirez, Cathy |

PLC Collaboration - Del Obispo Elem

Not to exceed 20 hours each non-instructional pay @ \$30.00 per hour
09/29/2017-06/07/2018

- | | |
|---------------------------|-----------------------|
| 228. Beltran, Antonio | 236. Ledri, Claudia |
| 229. Comstock, Jessica | 237. Lukens, Cynthia |
| 230. Connell, Sondra | 238. MacBeth, Krysti |
| 231. Ettinger, Stephanie | 239. O'Malley, Sylvia |
| 232. Gallagher, Chris | 240. Scholl, Steven |
| 233. Groves, Kelli | 241. Tober, Carol |
| 234. Hehn, Lynette | 242. Wade, Natalie |
| 235. Hockersmith, Heather | |

Attend Leadership Meetings - Hidden Hills Elem

Not to exceed 40 hours total non-instructional pay @ \$30.00 per hour
09/01/2017-06/07/2018

- | | |
|--------------------|--------------------|
| 243. Morgan, Lynne | 245. Waters, Linda |
| 244. Morrill, Leah | |

Discover Ed Lab - Kinoshita Elem

Not to exceed 25 hours total non-instructional pay @ \$30.00 per hour
09/05/2017

- | | |
|-----------------------|------------------------|
| 246. Andre, Marla | 250. Dang, Gina |
| 247. Biggs, Stacy | 251. Duarte, Amy |
| 248. Blackburn, Nancy | 252. Gearn, Gina |
| 249. Cortez, Jennifer | 253. Guilbert, GERALYN |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Discover Ed Lab - Kinoshita Elem (Cont.)

Not to exceed 25 hours total non-instructional pay @ \$30.00 per hour
09/05/2017

254. Hendrickson, Katharine	263. Rojas, Christy
255. Kaaz, Susan	264. Rose, Stephany
256. Murphy, Cynthia	265. Samson, Kristen
257. Nieto, Lillian	266. Scarborough, Shannon
258. O'Kane, Monika	267. Stewart, Randi
259. Pitzen, John	268. Tonai, Jennifer
260. Regan, Lynda	269. Van Hofwegen, Martin
261. Ridgway, Damon	270. Vedova, Michelle
262. Rodda, Rosalee	

Attend AVID Training - Kinoshita Elem

Not to exceed 22 hours total non-instructional pay @ \$30.00 per hour
10/09/2017-10/10/2017

271. Andre, Marla	277. Kaaz, Susan
272. Biggs, Stacy	278. Scarborough, Shannon
273. Dang, Gina	279. Stewart, Randi
274. Duarte, Amy	280. Tonai, Jennifer
275. Guilbert, GERALYN	281. Vedova, Michelle
276. Hendrickson, Katharine	

ILT Team - Kinoshita Elem

Not to exceed 20 hours total non-instructional pay @ \$30.00 per hour
08/22/2017-06/07/2018

282. Blackburn, Nancy	283. Regan, Lynda
-----------------------	-------------------

Leadership Team Meetings and Professional Development - Las Flores Elem

Not to exceed 10 hours total non-instructional pay @ \$30.00 per hour
08/22/2017-06/08/2018

284. Brunet, Michele	287. Katnik, Lorie
285. Fettis, Annette	288. Smith, Laura
286. Huffman, Kasey	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assist and Mentor Another Staff Member - Las Palmas Elem

Not to exceed 10 hours total non-instructional pay @ \$30.00 per hour
10/02/2017-10/31/2017

289. Villafranca-Ruiz, Estrella

Set up STEAM Lab and Maintain Organic Garden Program - Las Palmas Elem

Not to exceed 50 hours total non-instructional pay @ \$30.00 per hour
09/25/2017-06/30/2018

290. Paz Soldan, Paola

Leadership Time for Grade Level Planning - Las Palmas Elem

Not to exceed 10 hours total non-instructional pay @ \$30.00 per hour
08/22/2017-06/30/2018

291. Munoz, Veronica

Attend Benchmark Training - Lobo Elem

Not to exceed 12 hours total non-instructional pay @ \$30.00 per hour
08/28/2017-08/30/2017

292. Nye, Kelli

293. Young, Marisa

Prepare Science Lab - Marblehead Elem

Not to exceed 15 hours total non-instructional pay @ \$30.00 per hour
09/06/2017-06/07/2018

294. Dewitt-Fleischman, Mary

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Prepare Innovation Lab - Marblehead Elem

Not to exceed 26 hours total non-instructional pay @ \$30.00 per hour
09/01/2017-09/30/2017

- | | |
|------------------------------|------------------------|
| 295. Dewitt Fleischman, Mary | 302. McGaffin, Jan |
| 296. Fontanes, Sarah | 303. McGraw, Randy |
| 297. Fredrick, Krickette | 304. Milner, Elizabeth |
| 298. Houser, Suzanne | 305. Mitchell, Kelsey |
| 299. Hurlbut, Dana | 306. Neidl, Isabel |
| 300. Johnson, Marsha | 307. Randle, Liessa |
| 301. Lamb, Julie | |

Assist PBIS Leadership with Events, Store and Professional Learning - RH Dana Elem

Not to exceed 243 hours total non-instructional pay @ \$30.00 per hour
09/18/2017-06/07/2018

- | | |
|-------------------------|------------------------|
| 308. Herrera, Deborah | 310. O'Connor, Colleen |
| 309. Ketelsleger, Marie | |

Attend Open Leadership Meetings - RH Dana Elem

Not to exceed 72 hours total non-instructional pay @ \$30.00 per hour
08/18/2017-06/08/2018

- | | |
|---------------------------|------------------------|
| 311. Bowers-Georgia, Lori | 315. O'Connor, Colleen |
| 312. Brown, Robynne | 316. Ordonez, Lourdes |
| 313. Cast, Jody | 317. Paradise, Susan |
| 314. Herrera, Deborah | 318. Peterson, Ann |

Teach After School Academic Support Classes - San Juan Elem

Not to exceed 70 hours total instructional pay @ \$35.00 per hour
09/25/2017-12/15/2017

- | | |
|------------------------------|----------------------|
| 319. Camacho, Isis | 323. Sabad, Bernardo |
| 320. Gerson, Victoria | 324. Sanchez, Lidia |
| 321. Liceaga Reyes, Gabriela | 325. Yamson, Adriana |
| 322. Porter, Jacqueline | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Homework Club Sub - Aliso Viejo MS

Not to exceed 213 hours total instructional pay @ \$35.00 per hour
09/12/2017-06/01/2018

- | | |
|-------------------------|----------------------------|
| 326. Anderson, Carol | 329. Karimi-Hosseini, Sara |
| 327. Andrews, Phillip | 330. McGinnis, Jeff |
| 328. Broadhead, Valarie | 331. Wiley, Lindsay |

Intervention Homework Club - Newhart MS

Not to exceed 35 hours total instructional pay @ \$35.00 per hour
09/26/2017-05/25/2018

332. Meyer, Ruth

Develop and Implement Workshops for Technology Literacy - San Juan Elem

Not to exceed 45 hours total non-instructional pay @ \$30.00 per hour
09/01/2017-06/08/2018

- | | |
|----------------------|----------------------|
| 333. Gonzalez, Joann | 335. Sabad, Bernardo |
| 334. Mondaca, Cesar | |

Teach After School Academic Support Classes - San Juan Elem

Not to exceed 340 hours total instructional pay @ \$35.00 per hour
09/25/2017-12/15/2017

- | | |
|-----------------------------|--------------------------|
| 336. De Lira, Veronica | 345. Ramirez, Theresa |
| 337. Garcia-Serrato, Martha | 346. Rendon, Sophia |
| 338. Hamidi, Luz | 347. Rodriguez, Mary Lou |
| 339. Jacques, Pierre | 348. Sanchez, Lidia |
| 340. Le, Leslie | 349. Sandoval, Rocio |
| 341. Martinez, Saul | 350. Sandoval, Yohana |
| 342. Mesholzadeh, Raquel | 351. Vargas, Ricardo |
| 343. Moreno, Ysela | 352. Ward, Yesenia |
| 344. Perez, Carmen | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Staff Collaboration Meeting for Planning Team - Wagon Wheel Elem

Not to exceed 140 hours total non-instructional pay @ \$30.00 per hour

08/08/2017-06/10/2018

353. Beninga, Rita

354. Bock, Susan

355. Casebier, Diane

356. English, Michelle

357. Hoffman, Christine

358. Hoffman, Todd

359. Long, Steve

360. Nakamoto, Kimberly

361. Petzold, Dionne

362. Ponce, David

363. Purcell, Tiffany

364. Sawdon, Kimberly

365. Schild, Natalie

366. Schwartz, Jenifer

Coordinate Sports Program - Aliso Viejo MS

Not to exceed 35 hours total non-instructional pay @ \$30.00 per hour

09/12/2017-06/01/2018

367. Karimi-Hosseini, Sara

Teach Math Support After School - Aliso Viejo MS

Not to exceed 40 hours total instructional pay @ \$35.00 per hour

09/12/2017-06/01/2018

368. Hackstadt, Michael

369. Royal, Susan

370. Skala, Jennifer

371. Wiley, Lindsay

Prepare for PBIS - Bernice Ayer MS

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

08/01/2017-08/18/2017

372. Goss, Kristen

Prepare Special Education - Bernice Ayer MS

Not to exceed 8 hours total non-instructional pay @ \$30.00 per hour

08/01/2017-08/18/2017

373. Goss, Kristen

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

IB Training - Carl Hankey MS

Not to exceed 84 hours total non-instructional pay @ \$30.00 per hour
10/01/2017-06/01/2018

- | | |
|---------------------------|----------------------|
| 374. Allen, Carol | 381. Koch, Amy |
| 375. Baldwin, Jennifer | 382. Lohmeier, Julie |
| 376. Burrige, Christopher | 383. Moothart, Susan |
| 377. Cantacessi, Angela | 384. Peterson, Beth |
| 378. Chambers, Amanda | 385. Rumpf, Stacy |
| 379. Chambers, Terry | 386. Sabina, Anne |
| 380. Keehn, Stephanie | 387. Smith, Jolene |

Provide Before School Support for ELD and/or Math - Marco Forster MS

Not to exceed 146 hours total instructional pay @ \$35.00 per hour
08/18/2017-12/22/2017

- | | |
|---------------------|----------------------|
| 388. Diaz, Ashley | 390. Raton, Michelle |
| 389. Jimenez, Pablo | 391. Stough, Corey |

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

Not to exceed 180 hours total instructional pay @ \$35.00 per hour
08/18/2017-12/22/2017

- | | |
|-----------------------|----------------------------|
| 392. Burbach, Ruth | 396. Jimenez, Pablo |
| 393. Diaz, Ashley | 397. Mulcahy-Olsen, Eileen |
| 394. Fleming, Stacey | 398. Raton, Michelle |
| 395. Hixson, Jennifer | |

Additional Planning for EL Students - Marco Forster MS

Not to exceed 10 hours total non-instructional pay @ \$30.00 per hour
08/18/2017-12/18/2017

399. Gray, Diane

Art Club - Newhart MS

Not to exceed 35 hours total instructional pay @ \$35.00 per hour
10/11/2017-05/23/2018

400. Karington, Gabrielle

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Tutoring hours per IDR Agreement - Vista del Mar MS

Not to exceed 35 hours total instructional pay @ \$35.00 per hour
08/22/2017-06/18/2018

401. Pittman, Terrill

World Language for PL Planning - Aliso Niguel HS

Not to exceed 12 hours total instructional pay @ \$35.00 per hour
09/13/2017-06/01/2018

402. Cowan Ruhlen, Ada

403. Sepe, Christina

Professional Development Staff Meeting - CTE/CCA

Not to exceed 10.5 hours total non-instructional pay @ \$30.00 per hour
08/16/2017-08/16/2017

404. Bisch, Jonathan

406. MacDonald, Collin

405. Busenkell, William

407. Wooten, Jeremy

Professional Development Staff Meeting - CTE Depco Training - CTE/CCA

Not to exceed 17 hours total non-instructional pay @ \$30.00 per hour
08/10/2017-08/17/2017

408. Hobbs, Chuck

410. Smathers, Roxanne

409. Lu, Ruby

MS and HS Science CAG Team - Education Svcs

Not to exceed 156 hours total non-instructional pay @ \$30.00 per hour
08/15/2017-08/16/2017

411. Abe, Stan

420. Hatchel, Steve

412. Burd, Cheryl

421. Humphreys, Dan

413. Cadiz, Robin

422. Iriart, Wende

414. Cahill, Stephen

423. Johnson, Cheryl

415. Clarke, Terry

424. Kerr, Brad

416. Garwood, Sylvia

425. Kerr, Lisa

417. Goulet, Erin

426. Kirkwood, Jason

418. Haapala, Lyndsey

427. Leiva, Megan

419. Hacievliyagil, Melissa

428. Monson, Stacy

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

MS and HS Science CAG Team - Education Svcs (Cont.)

Not to exceed 156 hours total non-instructional pay @ \$30.00 per hour
08/15/2017-08/16/2017

429. Nguyen, Dang	433. Roche, Susan
430. O'Donovan, Pam	434. Sarigumba, Bernadette
431. Pearce, Deanna	435. Sterling, Keri
432. Perez, Deanna	

Professional Development Meetings - Education Svcs

Not to exceed 320 hours total non-instructional pay @ \$30.00 per hour
09/13/2017-06/07/2018

436. Avera, Stephanie	450. Greger, Frank
437. Baptiste, Natalie	451. Gunderson, John
438. Biggs, Paul	452. Hardos, Barbara
439. Blakeney, Judith	453. Harrington, Candice
440. Briggs, Charles	454. Keeler, Linda
441. Carrillo, Debra	455. Kerr, Lisa
442. Cintas, Heather	456. Klasna, Tara
443. Coghill, Molly	457. Levy, Matthew
444. Compean, Laura	458. Medina-Sabad, Kristen
445. Cosenza, Brandon	459. Mele, Jennifer
446. Danner, Steven	460. Morgan, John
447. Easton, Alexandra	461. Olsen, Shirley
448. Gidion, Janey	462. Olson, Stacey
449. Gomez, Elizabeth	463. Phelps, Susan

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Professional Development Meetings - Education Svcs (Cont.)

Not to exceed 320 hours total non-instructional pay @ \$30.00 per hour

09/13/2017-06/07/2018

- | | |
|-----------------------|------------------------|
| 464. Picazo, Robert | 470. Soboleski, Amanda |
| 465. Powers, Kari | 471. Stegner, Sue |
| 466. Riddle, Juanita | 472. Sullivan, Mike |
| 467. Ritner, Meredith | 473. Sweeney, Lorena |
| 468. Rosser, John | 474. Talley, Robert |
| 469. Shick, Allison | 475. Washington, Wendy |

Credit Recovery -Teacher Prep Grading - Curriculum Development - Education Svcs

Not to exceed 3097 hours total non-instructional pay @ \$30.00 per hour

08/15/2017-06/08/2018

- | | |
|-------------------------|------------------------|
| 476. Baker, John | 495. Marsing, Debbie |
| 477. Beckley, Shelley | 496. Martin, Wally |
| 478. Bedrosian, Jason | 497. McNeil, Kelly |
| 479. Bradshaw, Jolene | 498. Miller, Ronan |
| 480. Brewer, Cynthia | 499. Mulligan, Shawn |
| 481. Cadieux, Jan | 500. Nixon, Robyn |
| 482. Cotton, Melissa | 501. O'Toner, Eric |
| 483. Gustafson, Doug | 502. Rempe, Sherry |
| 484. Dileo, Tim | 503. Resnick, Joshua |
| 485. Dunn, Craig | 504. Riddle, Juanita |
| 486. Durst, Tracy | 505. Rodriguez, George |
| 487. Feyk, Michael | 506. Scott, Ryan |
| 488. Ford, Deon | 507. Sepe, Christina |
| 489. Gorczynski, Marisa | 508. Smith, Ryan |
| 490. Greenfield, Sherry | 509. Smith, Sarah |
| 491. Gross, DeeDee | 510. Trotter, Chad |
| 492. Hansen, Ivan | 511. Weinstein, David |
| 493. Hawkins, Tracy | 512. Wooten, Jeremy |
| 494. Kolenic, Rita | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

EL Advisor to Support English Learner Students - Services for English Learners

Not to exceed 3,372 hours total non-instructional pay @ \$30.00 per hour

08/22/2017-06/08/2018

513. Andersen, Jill	543. Labbe, Jennifer
514. Anderson, Kelly	544. Lane, LuAnn
515. Bell, Beth	545. Levy, Jenna
516. Bennett, Katie	546. McGuire, Carri
517. Blanco, Sylvia	547. McKeon, Sarah
518. Furlong, Adriana	548. McLaren, Christina
519. Calkins, Joan	549. More-Rivas, Trina
520. Carter, Thomas	550. Murphy, Jodi
521. Choquehuanca, Carol	551. Neidl, Isabel
522. Collins, Kathleen	552. O'Halloran, Karen
523. Corona, Liliana	553. O'Malley, Sylvia
524. Dorn, Michele	554. Paradise, Sue
525. Elliot, Grace	555. Parsons, Linda
526. Evans, Kayla	556. Phillips, DEanna
527. Fermin, Cara	557. Pierce, Jonathan
528. Fiorenza, Lucy	558. Pino, David
529. Foote, Carol	559. Reardon, Lisa
530. Fromer, Lori	560. Richardson, Kim
531. Garcia-Serrato, Martha	561. Schertzer, Karen
532. Gearn, Gina	562. Schild, Natalie
533. Gonzalez, Jamie	563. Shultz, Michelle
534. Guilbert, Geralyn	564. Sweeney, Lorena
535. Hacievliyagil, Melisa	565. Thompson, Nicole
536. Hanley, Kim	566. Tucker, Candice
537. Haskell, Sylvia	567. Uminsky, Alma
538. Hebbard, Kristina	568. Vazquez, Melody
539. Houldin, Kim	569. Vega, Raul
540. Jacobs, James	570. Villafranca-Ruiz, E.
541. Jones, Lindsay	571. White, Laura
542. Keehn, Stephanie	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Mentor Candidate Teachers - Induction

Not to exceed 3,160 hours total non-instructional pay @ \$30.00 per hour

07/01/2017-06/30/2018

572. Acero Ramirez, Teresa	603. Leiva, Megan
573. Anderson, Amanda	604. Lewis, Elizabeth
574. Anderson, Carol	605. Loh, Nicole
575. Aston, Melanie	606. Mackey, Maryann
576. Atencio, Caitlin	607. Mannina, Laura
577. Bailey, April	608. Mariani, Lindsay
578. Bailey, Jeff	609. Martin, Angela
579. Beitz, Kathryn	610. Martinez, Judith
580. Blanco, Sylvia	611. Morgan, Diana
581. Carr, Marian	612. Munoz, Veronica
582. Carrie, Carolyn	613. Nelson, Erik
583. Clarke, Kristine	614. Pagani, Ann
584. Clarke, Theresa	615. Page, Rachel
585. Coppes, Paul	616. Paulsen, April
586. Cosenza, Brandon	617. Peck, Lindsay
587. Davis Johnson, Petra	618. Powers, Kari
588. Derry, Patrick	619. Rice, Alana
589. Dodge, Christina	620. Richardson, Kimberly
590. Dollar, Christopher	621. Rinke, Angela
591. Enmeier, Mark	622. Robustelli, Lucille
592. Farias, Sandra	623. Romero, Debra
593. Ford, Deon	624. Royal, Susan
594. Frommholz, Eric	625. Schwartz, Roni
595. Gerken, Stacy	626. Schwartzberg, Jake
596. Gomez, Elizabeth	627. Simmons, Jacqueline
597. Grace, Jennifer	628. Skaff, Don
598. Guziak, Kellee	629. Soboleski, Amanda
599. Hellwig, Christina	630. Southall, Jacqueline
600. Hernandez, Reagan	631. Stone, Louisa
601. Johnson, Georgette	632. Sturdavent-Brown, Lori
602. Kuhn, Steven	633. Suda, Shari

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Mentor Candidate Teachers - Induction (Cont.)

Not to exceed 3,160 hours total non-instructional pay @ \$30.00 per hour
07/01/2017-06/30/2018

634. Tong, Marlen	637. Wehunt-Gibson, C.
635. Vega, Jennifer	638. Welter, Tracy
636. Vega, Lisette	639. Willey, Elizabeth

Attend PLC Meetings - Professional Learning

Not to exceed 264 hours total non-instructional pay @ \$30.00 per hour
09/18/2017-06/30/2018

640. Adams, Shaun	662. McManigal, Antoinette
641. Backal, Bill	663. Morgan, Diana
642. Bartlett, Stephanie	664. Ortiz, Ashley
643. Beneventi, Jennifer	665. Park, Wendy
644. Benjoya, Eve	666. Phillips, Deanna
645. Berger, Ann	667. Purcell, Tiffany
646. Beukema, John	668. Rhodes, Mariela
647. Briggs, Charles	669. Riggs, Lavonne
648. Campbell, Jacqueline	670. Rodin, M. Trevor
649. Castle, John	671. Russomanno, Corinne
650. Cuevas, Kristine	672. Samoszuk, Jeanne
651. Fischer, Valery	673. Sartoris, Reannah
652. Freeman, Andrew	674. Saul, Aslan
653. Freet, Jane	675. Schnapper, Joy
654. Gidion, Janey	676. Schwartzberg, Jake
655. Glassen, Nina	677. Sherburne, Cathy
656. Humphrey, Laura	678. Shults-Amon, Leesa
657. Jindra, Kimberly	679. Smith, Laura
658. Johnson, Carter	680. Taylor, Pam
659. Langsdorf, Nicholas	681. Vega, Lisette
660. Lee, Christina	682. Werner, Tracy
661. Martinez, Judy	683. White, Sally

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Educational Specialist - Professional Learning

Not to exceed 10 hours total non-instructional pay @ \$30.00 per hour
09/18/2017-06/30/2018

684. Ford, Deon

Training for AVID Tutors - Professional Learning

Not to exceed 16 hours total non-instructional pay @ \$30.00 per hour
09/30/2017-10/16/2017

685. Cain, Joshua

Summer Professional Learning Instructor - Professional Learning

Not to exceed 38.5 hours total non-instructional pay @ \$30.00 per hour
08/01/2017-08/16/2017

686. Avera, Stephanie

688. Olson, Stacey

687. Blakeney, Judy

Attend Summer PLA Digital Portfolios 3rd-12th - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
8/11/2017

689. Arambula, Michele

695. LeVier, Bret

690. Burd, Cheryl

696. Louie, Jamie

691. Colt, Jan

697. McLaughlin, Heather

692. Henry, Robert

698. Reid, Richard

693. Hoover, Lisa

699. Wright, Cynthia

694. Kopczynski, Lisa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Student Driven Digital Portfolios K-3 Scholars Show What
They Know - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/11/2017

700. Boylan, Sandra	705. Maass, Susan
701. Boys, Josephine	706. Morgan, Andrea
702. Groves, Kelli	707. Samoszuk, Jeanne
703. Houldin, Kimberly	708. Victor, Jennifer
704. Kilroy, Angela	

Attend Summer PLA Meaningful Collaboration with Google Slides - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day
08/08/2017

709. Arambula, Michele	719. Jones, Davine
710. Becerra, Alejandra	720. Le, Leslie
711. Cady, Scott	721. McDevitt, Ronald
712. Capozzi, Holly	722. Mooney, Mark
713. Furlong, Adriana	723. Myers, Colleen
714. Gerhard, Dru	724. Poteet, Gina
715. Giambone, Christine	725. Villanueva, Hazel
716. Hoover, Lisa	726. Waterman, Chuck
717. Hribar, Natalie	727. Wenk, James
718. Jacobs, James	

Attend Creating Assessments in Illuminate K-12 - PLA 2017 - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day
08/11/2017

728. Blanco-Johnson, Sylvia	731. Poteet, Gina
729. Lechuga, Naomi	732. Sanford, Major
730. Paine, William	733. Waterman, Chuck

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Beginning Illuminate K-12 - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day

08/09/2017

734. Arsala, Mariam

736. Lechuga, Naomi

735. Blanco-Johnson, Sylvia

737. Poteet, Gina

Attend Summer PLA Chromebook Technology Integration

Elementary Day 2 - Professional Learning

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

08/16/2017

738. Jeu, Nancy

739. Morrison-Lantz, C.

Attend Summer PLA Chromebook Technology Integration

Secondary Day 1 - Professional Learning

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

08/09/2017

740. Acero-Ramirez, Teresa

751. McLaughlin, Barrie

741. Adams, Alyssa

752. O'Connor, Colleen

742. Collins, Noreen

753. Park, Wendy

743. Gomez, Brenda

754. Peterson, Susan

744. Guilbert, GERALYN

755. Samoszuk, Jeanne

745. Hernandez, Norma

756. Sandoval, Rocio

746. Hewitt, Lindsay

757. Sherburne, Catherine

747. Jacques, Pierre

758. Stewart, Randi

748. Le, Leslie

759. Tober, Carol

749. Ledri, Claudia

760. Valladares, Corina

750. Liceaga Reyes, Gabriela

761. Yu, Annie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption 1st Grade

Wonders Training - Professional Learning

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

08/09/2017

762. Agyekum, Carrie	775. Martin, Colleen
763. Barham, Mary Jo	776. Miller, Tiffany
764. Begin Hann, Susanna	777. Newman, Shari
765. Brewer, Kathleen	778. Peterson, Beth
766. Brown, Amy	779. Renz, Beth
767. Cantacessi, Angela	780. Reynolds, Pamela
768. Dembiec, Liza	781. Roman, Stacy
769. Devaney, Suzanne	782. Russell, Jami
770. Gray, Carrie-Anne	783. Saalberg, Christopher
771. Guckert, Cheryl	784. Stevens, Jennifer
772. Hauser, Jennifer	785. Trainor, Tamara
773. Hudson, Kara	786. Trudeau, Laura
774. Huffman, Kasey	787. Wilson, Mary

Attend Summer PLA GFI Interaction - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day

08/09/2017

788. Becerra, Alejandra	795. Graham, Jocelyn
789. Boys, Josephine	796. McPherson, Kathleen
790. Brown, Robynne	797. McSweeney, Heidi
791. Fernald, Lidia	798. Ospring, Breonna
792. Foote, Carol	799. Rhodes, Mariela
793. Garritson, Melanie	800. Werdel, Belen
794. Giacchino, Corrine	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA GFI Interaction Strategies - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day

08/08/2017

801. Ayers, Salina	809. Jacobs, James
802. Becerra, Alejandra	810. Lee, Jinwoo
803. Blake, Roxane	811. McDevitt, Ron
804. Chang, Ching-Wen	812. Ospring, Breonna
805. Fernald, Lidia	813. Waterman, Chuck
806. Foote, Carol	814. Wenk, James
807. Furlong, Adriana	815. Werdel, Belen
808. Gomez, Elizabeth	816. Wiley, Lindsay

Attend Summer PLA GFI Interaction Strategies and Google - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day

08/10/2017

817. Belmont, Kimberly	823. Garritson, Melanie
818. Boys, Josphine	824. Gerhard, Dru
819. Burns, Marita	825. Heinsen, Rebecca
820. Chapman, Kristen	826. Hoover, Lisa
821. Clarke, Theresa	827. Maass, Susan
822. Delprato, Kelly	

Attend Summer PLA Kindergarten Counting Collections and

Starting off the School Year - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day

08/09/2017

828. Bashor, Kelly	834. Logan, Traci
829. Boylan, Sandra	835. Maass, Susan
830. Buxton, Dana	836. Morales, Star
831. Eckrote, Judy	837. Mortenson, Janice
832. Ettinger, Stephanie	838. Smith, Leslie
833. Kopjak, Angelina	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA GFI Implementation Grades TK-2 - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day

08/08/2017

839. Acero-Ramirez, Teresa
840. Beninga, Rita
841. Burns, Marita
842. Godinez, Renee
843. Hendrickson, Rachael
844. Henry, William

845. Meyers, Valerie
846. Morales, Star
847. Morrison-Lantz, C.
848. Schwartz, Jenifer
849. Weinstein, Marybel

Attend Summer PLA Day 1 Elem ELA/ELD

Adoption Kinder Wonders -Professional Learning

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

08/01/2017

850. Abbott, Amy
851. Allard, Kristi
852. Arthur, Jeanie
853. Beninga, Rita
854. Bentley, Janet
855. Birch, Lisa
856. Boylan, Sandra
857. Bruce, Avonette
858. Burgess, Laurie
859. Cheatley, Shannon
860. Clarke, Amy
861. Demille, Kimberly
862. Dickson, Cynthia
863. Ettinger, Stephanie
864. Gilstrap, Tiffany
865. Gregerson, Mary
866. Haskell, Sylvia

867. Hockersmith, Heather
868. Iverson, Brandye
869. Johnson, Barbara
870. Logan, Traci
871. McLaren, Christina
872. Miller, Linda
873. Mondaca, Cesar
874. Mortenson, Janice
875. Paradise, Susan
876. Penrose, Brenda
877. Rutherford, Susanne
878. Schofield, Kylie
879. Slick, Tina
880. Snyderman, Jill
881. Stamen, Barbara
882. West, Lori

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elem ELA/ELD Adoption Kinder

Wonders Training - Professional Learning

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

08/09/2017

883. Allen, Laura
884. Demille, Kimberly
885. Fantasia, Teresa
886. Ingraham, Keelie
887. Iverson, Brandye
888. Levy, Jenna
889. Lightle, Wende

890. Murphy, Cynthia
891. Noland, Janice
892. Pouya, Meshgeen
893. Samis, Mary
894. Samson, Kristen
895. Shultz, Michelle
896. Weirath, Kim

Attend Summer PLA DE11 TK-1st Grade Day 1 - Professional Learning

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

08/16/2017

897. Black, Margaret
898. Boylan, Sandra
899. Cardwell, Linda
900. Cunningham, Constance
901. Ettinger, Stephanie
902. Herrera, Deborah
903. Hudson, Kara
904. Johnson, Marsha
905. Kirk, Marie
906. Levy, Jenna
907. Lightner, Elizabeth

908. Logan, Traci
909. Miller, Linda
910. Neidl, Isabel
911. Paradise, Susan
912. Rutherford, Susanne
913. Slee, Elisa
914. Taglieri, Christine
915. Villarreal, Erica
916. Werthmuller, Kelly
917. West, Lori

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA DE11 TK-2nd/3rd Day 1 - Professional Learning

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

08/15/2017

918. Asakowicz, Laurie	928. Noland, Janice
919. Bowers-Georgia, Lori	929. O'Connor, Colleen
920. Cast, Jody	930. Pedersen, Janet
921. Collins, Kathleen	931. Peel, Maureen
922. Davis, Lori	932. Sweaney, Jill
923. Hughes, Sheri	933. Thibault, Roberta
924. Koutroulis, Eliana	934. Thomas, Wendy
925. Lane, Luann	935. Wilson, Maria
926. McPherson, Kathleen	936. Wheeler, Antoinette
927. Morgan, Lynne	

Attend Summer PLA DE11 4th/5th Grade Day 1 - Professional Learning

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

08/14/2017

937. Barrett, Barbara	949. Guenewald, Eric
938. Billman, Wendy	950. Heard, Kelly
939. Bishop, Quinn	951. Kauo, Karen
940. Brown, Robynne	952. McGaffin, Jan
941. Butterworth, Jennifer	953. Morgan, Diana
942. Cox, Melissa	954. Neumann, Richard
943. Cuevas, Kristine	955. Nye, Kelli
944. Cutkomp, Carol	956. O'Halloran, Karen
945. Dang, Gina	957. Ordonez, Lourdes
946. Gebert, Elizabeth	958. Reimer, Nona
947. Greene, Kathryn	959. Stanley, Michael
948. Griffen, Susan	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elem ELA/ELD Adoption 5th Grade

Benchmark - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/04/2017

- | | |
|------------------------|----------------------------|
| 960. Anderson, Melissa | 967. Katnik, Lorie |
| 961. Bennett, Kathy | 968. Keehn, Stephanie |
| 962. Cox, Melissa | 969. Komine, Charlotte |
| 963. Dockins, Ann | 970. Mazzaro Lefever, Jill |
| 964. George, Lorraine | 971. Neumann, Richard |
| 965. Hebbard, Kristina | 972. Pedraza, Jose Luis |
| 966. Justl, Robyn | 973. Platt, Caroline |

Attend Summer PLA Day 2 Elem ELA/ELD Adoption 4th Grade

Benchmark - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/04/2017

- | | |
|-------------------------|-------------------------|
| 974. Castellana, Evelyn | 978. Little, Kellie |
| 975. Gerbert, Elizabeth | 979. Pearson, Cathy |
| 976. Gray, James | 980. Sullivan, Jennifer |
| 977. Kopczynski, Lisa | |

Attend Summer PLA Day Appropriate Use of Technology in CUSD

Secondary Math Classes - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/09/2017

- | | |
|------------------------|-----------------------|
| 981. Garwood, Sylvia | 989. Martus, Larissa |
| 982. Gerbosi, Robert | 990. Patterson, Susan |
| 983. Goss, Kristen | 991. Peck, Lindsay |
| 984. Hammons, James | 992. Ragenovich, Amy |
| 985. Haverlock, Sandra | 993. Royal, Susan |
| 986. Knutsen, Michele | 994. Sanford, Major |
| 987. Lawson, Justine | 995. Stone, April |
| 988. Mannina, Laura | 996. Suda, Shari |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day Appropriate Use of Technology in CUSD
Secondary Math Classes - Professional Learning (Cont.)

Not to exceed 1 day sub pay @ \$105.00 per day
08/09/2017

997. Wenk, James

998. Zerrer, Anthony

Attend Summer PLA GFI Overview - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/09/2017-08/16/2017

999. Burns, Marita
1000. Gao, Jie
1001. Ibrahim, Maria
1002. Karbasion, Roya
1003. Phelps, Susan
1004. Saul, Aslan

1005. Stough, Kathleen
1006. Troffer, Garrett
1007. Waterman, Chuck
1008. Wiley, Lindsay
1009. Williams, Stephanie

Attend Summer PLA Day 1 Elem ELA/ELD Adoption 1st Grade - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/10/2017

1010. Gomez, Brenda

Attend Summer PLA Day 1 Elem ELA/ELD Adoption
1st Grade Wonders - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/02/2017

1011. Theurer, Bernadette

Attend Summer PLA Day 1 Elem ELA/ELD Adoption
3rd Grade Wonders - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/01/2017

1012. Horner, Mikole

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 1 Elem ELA/ELD Adoption
2nd Grade - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day
08/10/2017

1013. Paulsen, Andrea

Attend Summer PLA CGI TK-2 Math Routines - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day
08/08/2017

1014. Acero-Ramirez, Teresa
1015. Bashor, Kelly
1016. Beninga, Rita
1017. Boys, Josephine
1018. Burns, Marita
1019. Buxton, Dana
1020. Dewitt-Fleischman, Mary
1021. Dicksons, Cynthia
1022. Eckrote, Judy
1023. Ettinger, Stephanie
1024. Fantasia, Teresa
1025. Godinez, Renee
1026. Guilbert, Geralyn
1027. Henry, William
1028. Higgins, Leanne
1029. Hunter, Kimberly
1030. Johnson, Marsha
1031. Kilroy, Angela
1032. Kopjak, Angelina
1033. Langlely, Susan
1034. Lightle, Wende
1035. Logan, Traci
1036. Loya-Amador, Imelda
1037. Maass, Susan

1038. McPherson, Kathleen
1039. Morales, Star
1040. Morrison-Lantz, C.
1041. Mortenson, Janice
1042. Nakamoto, Kim
1043. O'Kane, Monika
1044. Pedersen, Janet
1045. Peel, Maureen
1046. Purcell, Tiffany
1047. Reeves, Cindy
1048. Renz, Beth
1049. Reynolds, Suzanne
1050. Ridgway, Damon
1051. Sandoval-Fitz, Yohana
1052. Schwartz, Jenifer
1053. Smith, Leslie
1054. Theurer, Bernadette
1055. Thompson, Kristy
1056. Trainor, Tamara
1057. Villanueva, Hazel
1058. Villarreal, Erica
1059. Weirath, Kim
1060. Yousuf, Evelyn

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA CGI Year 2 Grade 1-2
Moving Forward Day 1 & Day 2 - Professional Learning

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

08/14/2017-08/15/2017

1061. Acero-Ramirez, Teresa
1062. Birke, Sue
1063. Boys, Josephine
1064. Burns, Marita
1065. Chambers, Amanda
1066. Falcon, Angela
1067. Fernandez, Irma
1068. Hernandez, Norma

1069. Longman, Biljana
1070. Maass, Susan
1071. Meyers, Valerie
1072. Valladares, Corina
1073. Vega, Lisette
1074. Villanueva, Hazel
1075. Villarreal, Erica

Attend Summer PLA CGI 3rd-5th Math Routines - Professional Learning

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

08/16/2017

1076. Adlparavar, Cindy
1077. Belmont, Kimberly
1078. Blake, Roxane
1079. Blandino, Julie
1080. Capozzi, Holly
1081. Cordina, Maureen
1082. Dragovich, Adele

1083. Garritson, Melanie
1084. Martin, Roberta
1085. Mazzola, Elaine
1086. Mendoza, Wendy
1087. Peterson, Daniel
1088. Turner, Teresa

Attend Summer PLA CGI 3rd-5th Implementation
in the Classroom - Professional Learning

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

08/16/2017

1089. Adlparvar, Cindy
1090. Blake, Roxane
1091. Capozzi, Holly
1092. Cordina, Maureen
1093. Dragovich, Adele

1094. Garritson, Melanie
1095. Langley, Susan
1096. Mazzola, Elaine
1097. Peterson, Daniel
1098. Turner, Teresa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 1 Elementary ELA/ELD

Not to exceed 1 day sub pay @ \$105.00 per day
08/10/2017

1099. Morris, Kimberly

Attend GFI-Strategies-PLA 2017 - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day
08/11/2017

1100. Boys, Josephine

1104. Lu, Ruby

1101. Bracamontes, Tanislado

1105. Maass, Susan

1102. Heinsen, Rebecca

1106. Williams, Stephanie

1103. Jeu, Nancy

Attend Summer PLA GFI Overview - Professional Learning

Not to exceed 1 day sub pay @ \$105.00 per day
08/09/2017

1107. Meyer, Ruth

1108. Morgan, Andrea

Attend Summer PLA GFI Interaction - Professional Learning

Not to exceed 1/2 day sub pay @ \$52.50 per day
08/09/2017

1109. Bracamontes, Tanislado

1113. Lee, Jinwoo

1110. Gomez, Elizabeth

1114. McGuire, Carrie

1111. Jeu, Nancy

1115. Scuri, Susan

1112. Kubba, Dina

Attend CGI Training - Professional Learning

Not to exceed 6 hours total non-instructional pay @ \$30.00 per hour
05/04/2017

1116. Brooks, Teresa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Passport Reading
Intervention/Online DIBELS - Professional Learning
Not to exceed 1 day sub pay @ \$105.00 per day
08/08/2017

1117. Samoszuk, Jeanne

Attend Summer PLA Day 2 Elementary ELA/ELD
Adoption 4th Grade Benchmark - Professional Learning
Not to exceed 1 day sub pay @ \$105.00 per day
07/31/2017

1118. Carter, Thomas

Saturday Enrichment Academy - Safety and Student Svcs
Not to exceed 31.25 hours total instructional pay @ \$35.00 per hour
04/01/2017-04/30/2017

1119. Des Palmes, Cheryl

1121. Sanchez, Stephanie

1120. Ritscher, Nate

1122. Thompson, Laura

Tutoring Hours - Special Education
Not to exceed 10 hours total instructional pay @ \$35.00 per hour
07/01/2017-08/11/2017

1123. Meissner, Andrea

CPI Training - Special Education
Not to exceed 204 hours each non-instructional pay @ \$30.00 per hour
08/7/2017-09/10/2017

1124. Adams, Alyssa

1131. McDevitt, Ronald

1125. Allen, Joan

1132. Morrill, Leah

1126. Bacopulos, Amanda

1133. Neidl, Isabel

1127. Devine, Stephanie

1134. Park, Wendy

1128. Finman, Marie

1135. Parker, Megan

1129. Hewitt, Lindsay

1136. Rempe, Sherri

1130. Hurlbut, Dana

1137. Robustelli, Lucille

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

CPI Training - Special Education

Not to exceed 204 hours each non-instructional pay @ \$30.00 per hour
08/7/2017-09/10/2017

1138. Taylor, Pamela

1139. Williams, Stephanie

Provide Home Instruction for Homebound Students - Student Support Svcs

Not to exceed 463 hours total instructional pay @ \$35.00 per hour
09/14/2017-06/07/2018

1140. Buckholz, Cynthia

1142. Sharar, Courtney

1141. Cadieux, Jan

Co-Teaching Training with Special Education Teachers - Student Support Svcs

Not to exceed 2 hours each non-instructional pay @ \$30.00 per hour
08/14/2017

1143. Allemann, Kristin

1147. Kang, Sarah

1144. Anderson, Carol

1148. Ortiz, Cynthia

1145. Eikleberry, Michelle

1149. Schwartz, Roni

1146. Franke, Kent

Second Step Teacher Training - Student Support Svcs

Not to exceed 8 hours each non-instructional pay @ \$30.00 per hour
08/01/2017-08/07/2017

1150. Goddard, Alexis

1153. Sholly, Elizabeth

1151. Ketelsleger, Marie

1154. Todd, Alexandra

1152. Nalbach, Cristina

Attend Human Trafficking Town Hall - Student Support Svcs

Not to exceed 6 hours total non-instructional pay @ \$30.00 per hour
09/21/2017-10/12/2017

1155. Pianta, Rebecca

1156. Victa, Cleo

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Training for Site 504 Coordinators on Section 504 - Student Support Svcs

Not to exceed 8 hours total non-instructional pay @ \$30.00 per hour

09/07/2017

1157. Ciolek, Rhoda
1158. Kenney, Valerie

1159. Samon, Kristen
1160. Zides, Michelle

After School Training for Site SST Coordinators - Student Support Svcs

Not to exceed 2 hours each non-instructional pay @ \$30.00 per hour

09/19/2017-09/28/2017

1161. Allen, Laura
1162. Blandino, Julie
1163. Boelman, Tami
1164. Carney, Teri
1165. Carter, Thomas
1166. Ciolek, Rhonda
1167. Collins, Nancy
1168. Cordina, Maureen
1169. Davis, Lori
1170. Dixon, Kendra
1171. Duff, Jennifer
1172. Fernandez, Irma
1173. Gilstrap, Tiffany
1174. Greene, Kathryn
1175. Groves, Kelli
1176. Gruenewald, Eric

1177. Hebbard, Kristina
1178. Houser, Suzanne
1179. Hunner, Megan
1180. Jarrard, Lisa
1181. Kenney, Valeris
1182. Lawrence, Ami
1183. Middlekauff, Marianne
1184. Murphy, Cynthia
1185. O'Connor, Colleen
1186. Phillips, Deanna
1187. Renz, Beth
1188. Schertzer, Kristen
1189. Stone, Louisa
1190. Taylor, Pamela
1191. Vleisides, Perra

Site SST Coordinator - Student Support Svcs

Not to exceed 10 hours total non-instructional pay @ \$30.00 per hour

08/22/2017-06/07/2018

1192. Murphy, Cindy

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE PROMOTIONS

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Salary</u>	<u>Effective Date</u>
1193. Ortiz, Ashely	STAP II	HS Asst Principal	MGMT \$107,954	10/09/2017

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
1194. Backlin, Dai	ASB, Elem-50%	Tijeras Creek Elem	\$ 700.50	08/22/2017- 06/07/2018
1195. Benefield, Elena	Music, Instrumental A	Las Flores Elem	\$ 1,232.22	08/22/2017- 06/08/2018
1196. Bennett, Kathy	Outdoor Ed, Elem	Bergeson Elem	\$ 117.00	10/03/2017- 10/06/2017
1197. Billman, Wendy	ASB, Elem-50%	Laguna Niguel Elem	\$ 700.50	08/22/2017- 06/07/2018
1198. Bishop, Quinn	ASB, Elem-50%	Wood Canyon Elem	\$ 700.50	08/22/2017- 06/07/2018
1199. Blanco-Johnson, Sylvia	Department Chair, MS	Las Flores MS	\$ 3,268.00	08/22/2017- 06/08/2018
1200. Brown, McCheyne	Football, JV (Head)	Dana Hills HS	\$ 3,268.00	08/21/2017- 11/03/2017
1201. Comstock, Jessica	ASB, Elem-50%	Del Obispo Elem	\$ 700.50	09/27/2017- 06/07/2018
1202. Kerr, Brad	Waterpolo, Boys' Varsity (Asst)	San Clemente HS	\$ 2,801.00	08/07/2017- 10/25/2017
1203. Lukens, Cynthia	ASB, Elem-50%	Del Obispo Elem	\$ 700.50	09/27/2017- 06/07/2018
1204. Pinon, Ryan	Surfing, (Head)	Tesoro HS	\$ 3,501.00	08/21/2017- 11/03/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
1205. Rael, Megan	ASB, Elem	Bergeson Elem	\$ 1,401.00	09/01/2017- 06/07/2018
1206. Rodriguez, Mary	Outdoor Ed, Elem	San Juan Elem	\$ 117.00	12/12/2017- per night 12/15/2017
1207. Romo-Higley, Rosa	Outdoor Ed, Elem	Las Palmas Elem	\$ 117.00	11/29/2017- per night 12/01/2017
1208. Santoke, Mahfrin	Music, Elem	Music	\$ 2,334.00	08/22/2017- 06/08/2018
1209. Skaff, Donald	Soccer, Boys' (Head)	Tesoro HS	\$ 3,501.00	11/13/2017- 03/09/2018
1210. Skinner, Phil	Football, Varsity (Head)	Dana Hills HS	\$ 4,202.00	08/21/2017- 11/03/2017
1211. Stirling, Robert	Music, Elem Block Music Team Facilitator-50%	Music	\$ 2,334.00 \$ 235.50	08/22/2017- 06/08/2018
1212. Tinker, James	Golf, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,501.00	08/21/2017- 11/03/2017
1213. Voss, Michelle	Music, Elem	Music	\$ 2,334.00	08/22/2017- 06/08/2018
1214. Webster, Anne	Music, Elem	Music	\$ 2,334.00	08/22/2017- 06/08/2018
1215. Wentzel, Kory	Music, Elem Block Music Team Facilitator	Music	\$ 2,334.00 \$ 467.00	08/22/2017- 06/08/2018
1216. Werdel, Belen	ASB, Elem-50%	Viejo Elem	\$ 700.50	08/22/2017- 06/30/2018
1217. Wilson, Keith	ASB, Elem	Ladera Ranch Elem	\$ 1,401.00	08/22/2017- 06/07/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
1218. Zeppa, Amy	Outdoor Ed, Elem	Moulton Elem	\$ 117.00 per night	12/04/2017- 12/05/2017

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
1219. Brown, Dave	Football, (Asst)	Dana Hills HS	\$ 2,000.00	08/21/2017- 11/03/2017
1220. Compean, Laura	Class Advisor, HS	San Clemente HS	\$ 1,000.00	08/22/2017- 06/08/2018
1221. Dowell, John	Class Advisor, HS	San Clemente HS	\$ 1,000.00	08/22/2017- 06/08/2018
1223. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 2,500.00	09/23/2017- 12/04/2017
1224. Ho, Alan	Tennis Girls' (Asst)	San Clemente HS	\$ 1,300.00	09/15/2017- 10/27/2017
1225. Horton, Todd	Cross Country, Girls' (Asst)	San Clemente HS	\$ 2,200.00	09/25/2017- 10/31/2017
1226. Humphreys, Daniel	Softball, Girls' JV (Head)	San Juan Hills HS	\$ 250.00	07/01/2017- 08/08/2017
1227. Knaup Noble, Amy	Class Advisor, HS	San Clemente HS	\$ 1,000.00	08/22/2017- 06/08/2018
1228. Lee, Jinwoo	Camp Chaperone	San Juan Hills HS	\$ 1,000.00	09/11/2017- 09/11/2017
1229. Levier, Bret	Baseball	San Juan Hills HS	\$ 3,730.00	08/21/2017- 11/03/2017
1230. Morris, Joe	Football, Varsity (Asst)	Tesoro HS	\$ 3,734.00	06/26/2017- 07/27/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of November 8, 2017
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
1231. Polk, Rich	Volleyball, Boys' (Head)	Tesoro HS	\$ 3,501.00	08/07/2017- 10/24/2017
1232. Ruhlen, Richard	Tennis, Girls' JV (Asst)	Aliso Niguel HS	\$ 3,000.00	09/01/2017- 11/01/2017
1233. Skinner, Phil	Football, (Asst)	Dana Hills HS	\$ 1,480.00	08/21/2017- 11/03/2017

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
1234. Luehe, Christopher	Military	10/02/2017- 08/31/2018
1235. Templeton, Kacy	Childcare	11/09/2017- 04/06/2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Associate Superintendent Education Services
Prepared by: Mike Beekman, Executive Director, Safety and Student Services

Date: November 8, 2017

Board Item: Second Reading – Board Policy 5142, Dress and Grooming

HISTORY

Education Code § 35183 outlines parameters regarding reasonable dress code standards that must not present a health or safety hazard or a distraction which would interfere with the educational process. Board Policy 5142, *Dress and Grooming*, aligns with this education code.

BACKGROUND INFORMATION

Last Spring 2017, the Board received public feedback from students regarding the District's dress code policy and its relevancy. Due to the feedback, a committee was established to review the dress code policy and make recommendations for revisions.

CURRENT CONSIDERATIONS

Last Spring 2017 staff began work on the dress code through the discipline handbooks for each level. In August 2017, a separate committee was established specifically to look at Board Policy 5142, *Dress and Grooming*. The Committee is comprised of District and site administrations, as well as teachers, parents and student representatives.

As requested, the committee worked towards a gender natural dress code which could be applied consistently throughout the District. Staff researched Board policies on dress code and found a model gender neutral policy; The Oregon NOW, National Organization for Women, Model Dress Code. On September 11, 2017 the committee met, reviewed the model policy and began to develop agreed upon revisions to the current policy. In spite of it being a diverse group with liberal and conservative perspectives, the group came to consensus that the model template was the direction the District should pursue. The committee then went through the model board policy and the current District policy, combining them and coming to consensus on refined language and edits. Recommended revisions include, gender equality, concealing certain body parts, what items of clothing students can and cannot wear and how the policy is implemented.

On September 20, 2017 the committee met again to merge the current policy with the proposed revised policy. Legal counsel has reviewed the proposed revised policy and additional changes were made. Language was added to reflect updated Education Code for uniforms, aligned language to case law as well as recommended removal of language that was overbroad in nature.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATION

It is recommended the Board President recognize Susan Holliday, Associate Superintendent, Education Services, to present information on this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5142, *Dress and Grooming*.

PREPARED BY: Mike Beekman, Executive Director, Safety and Student Services

APPROVED BY: Susan Holliday, Associate Superintendent Education Services

DRESS AND GROOMING

~~The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students have the right to make individual choices from a wide range of clothing and grooming but they must not present a health or safety hazard or a distraction which would interfere with the educational process.~~

~~Furthermore, the Governing Board believes that sun protective clothing is paramount to the health and safety of children. As such, sun protective measures are permitted under the following guidelines:~~

~~1. Clothing~~

- ~~a. Each school site shall allow for outdoor use during the school day articles of sun protective clothing including, but not limited to, District approved hats.~~
- ~~b. Each school site may set a policy related to the type of sun protective clothing including, but not limited to District approved hats, that pupils will be allowed to use outdoors pursuant to "a."~~
- ~~c. Specific clothing and hats determined by the school district or school site to be gang related or inappropriate apparel may be prohibited under this policy.~~

~~2. Sunscreen~~

- ~~a. Each school site shall allow pupils the use of sunscreen during the school day without a physician's note or prescription.~~
- ~~b. Each school site may set a policy related to the use of sunscreen by pupils during the school day.~~
- ~~c. For purposes of this subdivision, sunscreen is not an over the counter medication.~~
- ~~d. Nothing in this subdivision requires school personnel to assist pupils in applying sunscreen.~~

~~(cf. 4119.22 Dress and Grooming (staff))~~

~~(cf. 5184 Freedom of Speech/Expression)~~

~~Because gangs constitute a danger to students, the Superintendent or designee shall restrict student dress and grooming as necessary to comply with Board policy related to gang activity.~~

~~(cf. 5144 Gangs)~~

DRESS AND GROOMING (continued)

~~Students and parents/guardians shall be informed about the school dress code at the beginning of the year and when revised. A student who violates the dress code shall be subject to appropriate disciplinary action.~~

~~(cf. 5150—Discipline)~~

~~Local schools are granted the authority to establish school-based dress and grooming standards consistent with this Board Policy. Principals will consult school site discipline committees in the establishment of any such local standards.~~

~~(cf. 0420—School-Based Management/Site Councils)~~

Dress Standards

~~In cooperation with teachers, students and parents/ guardians, the principal or designee shall regularly review the District regulations outlined below and may establish additional school rules governing dress and grooming.~~

~~Students shall not wear any clothing/apparel which:~~

- ~~1. — Is considered unsafe, dangerous or a health hazard~~ (This sentence was put back in policy).
- ~~2. — Contains offensive or obscene symbols, signs, slogans, or words degrading any person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation~~
- ~~3. — Contains language or symbols oriented toward violence, sex, drugs, alcohol, tobacco or vandalism.~~
- ~~4. — Is disruptive to the instruction process including but is not limited to:~~
 - ~~a. — Bare midriffs.~~
 - ~~b. — Halter tops.~~
 - ~~c. — Short shorts.~~
 - ~~d. — Tight or revealing clothing.~~
 - ~~e. — Clothing which allows underwear to be exposed.~~

DRESS AND GROOMING (continued)

5. ~~gang-related, including, but is not limited to:~~
- a. ~~Hats or headgear during the day. (Student athletes participating in sports requiring a hat may wear the school's athletic hat as part of their sport activity.)~~
 - b. ~~Chains.~~
 - c. ~~Hairnets.~~
 - d. ~~Monikers or other gang markings.~~
 - e. ~~Bandannas which signify gang membership.~~
 - f. ~~Jewelry with gang symbols or which signify gang membership.~~
 - g.
 - h. ~~Khakis worn with Pendleton-type shirts.~~
 - i. ~~Overalls (gang-related).~~
 - j. ~~Web, untied, or dangling belts (gang-related).~~
 - k. ~~Combat-type boots, and flight jackets worn concurrently with combat boots.~~
 - ~~k. Any combination of clothing which law enforcement agencies currently consider gang related. (These may change.)~~

Dress Code Philosophy

The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. The District believes that promoting a nurturing and respectful environment so that students will thrive socially and achieve academically. The District's student dress code supports equitable educational access and is written in a manner that does not reinforce stereotypes. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, or religion, ~~cultural observance, household income or body type/size..~~

Our values are:

DRESS AND GROOMING

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal “distraction” without regulating individual students’ clothing/self-expression.
- Student dress code enforcement should not result in unnecessary barriers to school attendance.
- School Administrative staff should be trained and able to use student/body-positive language to explain the code and to address code violations.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

Our student dress code is designed to accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as chemistry/biology (eye or body protection), dance (bare feet, tights/leotards), or PE/athletic events (athletic attire/shoes).
- Allow students to wear reasonable clothing of their choice that is comfortable.
- Allow student to wear clothing that expresses their self-identified gender.
- Allow students, who practice the religion consistently, to wear religious attire without fear or of discipline or discrimination.
- Prevent students from wearing clothing or accessories with offensive images or language, including profanity, hate speech, and pornography that are lewd, vulgar, profane, or sexually suggestive.
- Prevent students from wearing clothing or accessories that denote, suggest, display or reference alcohol, drugs or related paraphernalia or other illegal conduct or activities bear drug, alcohol, or tobacco company advertising, promotions and likenesses.
- Prevent students from wearing clothing or accessories that will interfere with the operations of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights.
- Prevent students from wearing clothing or accessories that reasonably can be construed as being or including content that is racist, lewd, vulgar or obscene, or that reasonably can be construed as containing fighting words, speech that incites others to imminent lawless action, unlawful acts or to violate school rules, or defamatory speech, or threats to others advocate racial, ethnic, or religious prejudice.

DRESS AND GROOMING

- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, or religion, ~~cultural observance, household income or body type/size.~~

Dress Code

The District expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities. The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school District is responsible for ~~seeing~~ ensuring that student attire does not interfere with the health or safety of any student, that student attire does not contribute to a hostile or intimidating atmosphere for any student, and that dress code enforcement does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, or religion, ~~cultural observance, household income, or body type/size.~~ Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

1. Basic Principle: Certain body parts must be covered for all students at all times.

Clothes must be worn in a way such that genitals, buttocks, breasts, stomach, and nipples are fully covered with opaque fabric. All items listed in the "must wear" and "may wear" categories below must meet this basic principle.

2. Students Must Wear*, while following the basic principal of Section 1 above:

- A **Shirt** (with fabric in the front, back, and on the sides immediately under the arms/armpits), **AND**
- **Pants/jeans or the equivalent** (for example, ~~a skirt, sweatpants, opaque leggings, a dress or shorts~~), **AND/OR**
- **A dress or skirt, AND**
- **Shoes** (as appropriate for the environment and activity).

**Courses that include attire as part of the curriculum (for example, professionalism, public speaking, and job readiness) may include assignment-specific dress, but should not focus on covering bodies in a particular way or promoting culturally-specific attire. Activity-specific attire requirements are permitted for extracurricular activities and PE.*

DRESS AND GROOMING**3. Students May Wear,** as long as these items do not violate Section 1 above:

- Sun-protective clothing, such as hats and hoods or wear body or hair protection as necessary as long as face is not obstructed straight forward or straight backward, are allowed outdoors during the school day. The student's face must be visible to staff, and headwear must not interfere with the line of sight of any student or staff.
- Religious headwear and attire.
- Fitted pants, including opaque leggings, yoga pants, and "skinny jeans".
- Ripped jeans, as long as underwear and/or buttocks are not significantly exposed, and the jeans do not present a health or safety issue for the student.
- Tank tops, including spaghetti straps; halter tops.
- Athletic attire, as necessary for athletic activities.

4. Students Cannot Wear:

- Profanity clothing or accessories displaying profanity, pornography, and violent language or images.
- Clothing considered unsafe, dangerous or a health hazard.
- Images or language depicting drugs or alcohol (or any illegal item or activity).
- Hate speech, images or language that creates a hostile or intimidating environment based on any protected class or consistently marginalized groups. Items that advocate racial, ethnic, or religious prejudice.
- Any clothing that significantly reveals visible undergarments (visible bra straps are allowed).
- Swimsuits (except as required in class or athletic practice).
- Accessories that could be considered dangerous or could be used as a weapon.
- Any item that obscures the face or ears (except as a religious observance).

The California legislature has determined that gang apparel is hazardous to the health and safety of the school environment and therefore, the wearing of such apparel may be restricted.

5. Dress Code Enforcement

The Board desires to provide an orderly and caring learning environment in which students work diligently on their studies, share responsibility for maintaining a positive school climate, and take pride in their school and their achievements. District staff, per Board Policy 5140 *Positive School Climate*, shall encourage positive student conduct. Staff and students shall encourage attitudes and behaviors that promote mutual respect and harmonious relations. To ensure effective and equitable

DRESS AND GROOMING

enforcement of this dress code, school staff shall enforce the dress code consistently using the requirements below. School administration and staff shall not have discretion to vary the requirements in ways that lead to discriminatory enforcement. Sites will follow progressive discipline as outlined in the discipline handbook.

- Students will ~~only~~ be removed from spaces, hallways, or classrooms as a result of a dress code violation as outlined in Sections 1 and 4 above. Students in violation of Section 1 and/or 4 will be provided three (3) options to dress more to code during the school day:
 - Students will be asked to turn their garment inside out (if feasible) or put on their own alternative clothing, if already available at school, to be dressed more to code for the remainder of the day.
 - Students will be provided with temporary school clothing to be dressed more to code for the remainder of the day.
 - If necessary, parents may be called during the school day to bring alternative clothing for the student to wear for the remainder of the day.
- No student should be singled out for ~~affected by~~ dress code enforcement because of racial identity, ~~sex assigned at birth~~, gender identity or expression, sexual orientation, ethnicity, cultural or religious identity, ~~household income, body size/type, or body maturity~~.
- Students should not be ~~shamed or~~ required to display their body in front of others (students, parents, or staff) in school. “Shaming” includes, ~~but is not~~, including but not limited to the below actions:
 - Kneeling or bending over to check attire fit;
 - Measuring straps or skirt length;
 - Asking students to account for their attire in the classroom or in hallways in front of others;
 - Calling out students in spaces, in hallways, or in classrooms about perceived dress code violations in front of others; ~~in particular, directing students to correct sagged pants that do not expose the entire undergarment, or confronting students about visible bra straps;~~ or
 - Accusing students of “distracting” others students with their clothing.

These dress code guidelines shall apply to regular school days and summer school days, as well as any athletic events and performances and any school-related events and activities, such as graduation ceremonies, dances, and proms.

DRESS AND GROOMING

Students who feel they have been subject to discriminatory enforcement of the dress code should contact the site administrator.

School Uniforms

The students and staff of ~~CUSD~~ the District have the right to be safe and secure at school. Many public schools are forced to focus on the threat of violence and the messages of violence contained in many aspects of our society, particularly those reflected in gang regalia that disrupts the learning environment. Instructing staff on the subtleties of identifying constantly changing gang regalia and gang affiliations takes an increasing amount of time away from student instruction.

The ~~Governing b~~ Board recognizes that there is ample evidence that school dress significantly influences pupil behavior. The adoption of a schoolwide policy regarding school uniforms is a reasonable way to provide some protection for students. Required school uniforms may protect students from being associated with any particular gang. Moreover by requiring students to dress to conform to a specific wardrobe, staff members may not need to occupy as much of their time learning the subtleties of gang regalia and enforcing their ban.

There is also growing evidence that schools that have adopted school uniforms, experience a "coming together feeling," greater school pride, and better school behavior. The resulting improvement in school climate helps students to positively identify with their school and creates a sense of belonging to a positive group.

The Board ~~of Trustees~~ supports school site adoption of voluntary or mandatory requirements for school uniforms in order to promote a healthy, safe, and positive school environment.

If a school's plan to require uniforms is adopted, the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms.

Adoption of School Site Voluntary School Uniform Programs

Schools may adopt voluntary school uniform programs upon a decision of the principal in consultation with parent leaders, school faculty, and student representatives.

DRESS AND GROOMING

If a school elects to institute a voluntary program of school uniforms, the specific wardrobe garments shall be determined by the principal, staff, with reasonable input from the students, and parents/guardians of the individual school. The standardized wardrobe shall include a selection of clothing appropriate for the students' age, expected weather conditions, and anticipated school activities. Students may choose from this selection on a day-to-day basis.

All school athletic or other cocurricular uniforms shall be considered part of the school uniform.

Each school shall communicate to parents specific information regarding the voluntary school uniform.

1. Types and colors of school wardrobe.
2. Requirements for jackets/outer garments.
3. Optional articles of attire.
4. Methods to recycle clothes within the school community.
5. Notice of clothes sales and lists of competitive prices from vendors of standardized wardrobe articles.

~~Adoption of Elementary School Site Mandatory School Uniform Programs~~

The Elementary School Site Council (SSC) or school discipline committee of each elementary school shall be responsible for initiating the process of considering a mandatory school uniform program. If the SSC supports the development of a mandatory school uniform program, and if the principal agrees, a parent election to decide whether or not to adopt such a requirement shall be conducted by the SSC in cooperation with the school parent group.

It is the responsibility of the principal to adequately communicate information to parents related to the consideration of a school uniform requirement, including:

1. ~~1.~~ Reason for consideration of a school uniform requirement.
2. ~~2.~~ Projected implementation time lines.
3. Compliance measures to be employed.
4. Types of sample standardized wardrobes under consideration.
5. Estimated clothing costs.

DRESS AND GROOMING

The means by which all information related to school uniforms is communicated to parents shall be in the form of a letter from the principal. In addition to providing general information about school uniforms, this letter will invite parents to one or more parent forums on the subject. ~~These Communications~~ Communications to parents vehicles may also be made and/or augmented by any of the following:

1. Mail, email or text broadcasts.
- ~~1.2. 1.—~~ School newsletters.
- ~~2.3. 2.—~~ Parent or Parent-Teacher Association or group meetings and newsletters.
- ~~3.4. 3.—~~ Television, radio, and/or newspaper announcement.
- ~~4.5. 4.—~~ Posters displayed at school and in the community.
- ~~5.6. 5.—~~ Information sheets in school registration packets.

The parent election to decide whether to adopt a mandatory school uniform program shall take place over a two-day period, one of which shall be a Saturday. Elections may also be held in conjunction with parent conference weeks. Polls shall be available located on the school campus and/or the District Education Center, and/or made electronically on the internet and supervised by objective persons selected by the Superintendent or his designee. Provisions for absentee and/or mail-in balloting may be considered.

~~As an alternative to having parents vote at the school site or District office, an alternate proposal to allow mail-in ballots could be considered,~~ subject to the submission of a plan to the Superintendent and the approval of the Superintendent or his/her designee.

Each family is afforded one vote per student enrolled in the school. The student's parents/guardians will be eligible to vote for each family.

Families of children who will matriculate out of the school considering the mandatory school uniform program will not be involved in the voting. Families of children not yet enrolled in the school will also not be involved in the voting.

Families representing 75% of the students in a school must vote in the parent election, and a 75% affirmative vote of votes cast must be achieved prior to implementing a mandatory elementary school uniform program.

DRESS AND GROOMING**Implementation of Elementary Mandatory School Uniform Programs**

An elementary mandatory uniform requirement for school uniforms shall not be implemented without at least six months ~~written~~ notice to parents.

Information regarding the specific school uniforms shall be communicated to parents consistent with this Board Policy's requirements for parent information on voluntary school uniform programs, and shall include procedures/standards for seeking financial assistance.

Each school shall designate a staff member or school volunteer to help families in need of assistance in complying with school uniform requirements.

Each school shall follow the California Eligibility Scale for Free Meals in determining families in need of financial assistance.

Each school will work with staff, parents, community and business partners to identify resources for assisting needy families with the requirements. General Fund monies will not be expended to purchase uniforms.

Compliance with Mandatory School Uniform Programs

Students whose parents choose not to have them comply with mandatory school uniform requirements where the community has indicated seventy-five percent or greater approval of the program will have the opportunity to transfer their children to another school within the CUSDistrict where school uniform requirements have not been adopted. The District will not be obligated, but will use good faith efforts, to accommodate such transfer requests.

~~(cf. 5118—Intradistrict and Interdistrict Transfer Agreement)~~

Each participating school shall communicate with parents so the rationale, expectations, and benefits of the requirement will be fully understood by students and parents.

Each participating school shall develop compliance measures for implementing school uniform requirements, including incentives and positive reinforcement measures to encourage compliance with the school uniform requirements.

No student will be considered noncompliant with school uniform requirements when the student wears the uniform of a nationally recognized youth organization, such as the Boy Scouts or the Girl Scouts on regular meeting days, or wears the uniform of a school-sponsored team or recognized school sponsored group on days where such uniforms are appropriately worn.

DRESS AND GROOMING

If necessary, disciplinary action may be taken to encourage compliance with the school uniform requirements. However, each school should strive to achieve full compliance through use of incentives and positive reinforcement measures, and should resort to negative sanctions only after all positive measures fail to ensure compliance.

Prior to initiating any disciplinary action against a student not complying with school uniform requirements, a conference with the parents/guardians and a school administrator must be held to determine the reason for noncompliance and to solicit parental support and cooperation.

Disciplinary action shall be initiated only after ~~all~~ other means to secure support and cooperation have failed. A "progressive discipline" approach is to be employed by school staff so as to encourage full and consistent compliance. In the event positive incentives and disciplinary actions fail to bring about compliance with the mandatory school uniform requirement, an involuntary transfer to another ~~CUSD~~District school where such a requirement has not been adopted may be implemented.

~~(cf. 5152—Involuntary Transfer)~~

Evaluation of Mandatory Standardized School Attire Requirements

Any school which adopts a mandatory school uniform requirement shall evaluate the program at the end of each school year for the first three years. Thereafter, the evaluation of the uniform program may be included in the school's regular review process.

*Legal Reference:*EDUCATION CODE

48907 *Student exercise of free expression*

49066 *Grades; effect of physical education class apparel*

35183 *Mandatory School Uniforms*

35183.5 *Sun-Protective Clothing*

CODE OF REGULATIONS, TITLE 5

302 *Pupils to be neat and clean on entering school*

CASES

Hartzell v. Connell (1984) 35 Cal. 3d 899

Arcadia Unified School District v. State Department of Education,

Pinard v. Clatskanie Sch. Dist. 6J (9th Cir. 2006) 467 F.3d 755.

~~92 Daily Journal, D.A.R. 3578~~

Policy

adopted: February 27, 1995

revised: September 8, 2004

revised: January 10, 2005

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Bill Mocnik, Director of Student Achievement, Secondary
Shelley Overstreet, Interim Director of Student Achievement, Elementary

Date: November 8, 2017

Board Item: Gifted and Talented Education Program Review

HISTORY

Parent concerns that were brought forward during the 2015-2016 school year regarding access to accelerated courses led to the need for an overall assessment of the District's Gifted and Talented Education (GATE) program. A parent GATE/Accelerated Advisory group was established and an independent consultant, Hanover Research, was tasked with providing an independent review of the GATE program.

Three parent GATE/Accelerated Advisory Meetings were held during the 2016-2017 school year and this group was charged with reviewing the GATE program and suggesting areas of growth and next steps. As a result of these meetings, universal screening of students for GATE in third grade was kept in place and objective identification practices were agreed upon.

BACKGROUND INFORMATION

The District currently provides differentiated general curriculum for students that are GATE identified. Elementary students in fourth and fifth grade are strategically cluster-grouped with other students who are identified and/or who are high performing in the classroom setting. Middle school students who are identified as GATE are placed in accelerated language arts and social science classes along with other students who meet the accelerated course performance criteria. High school students who are GATE identified have the opportunity to enroll in honors, Advanced Placement (AP), and/or International Baccalaureate (IB) courses depending on the programs offered at their high school.

Universal screening for GATE currently takes place in third grade for all students. The Naglieri Nonverbal Ability Assessment (NNAT) is administered and it is a nonverbal, culture-free general cognitive abilities test which aligns to the *Domains of Giftedness* as cited by the National Association of Gifted Children. Students scoring a 98 (age percent) or higher are identified as GATE. A second criterion for identification is the English Language Arts Smarter Balanced Assessment (SBA) score. Students whose first language is English who score in the top ten percentile range of the exceeded category will be identified as GATE; students identified as English Learners who score in the exceeded category will be identified as GATE. The actual

scale scores vary annually. The English Language Arts (ELA) Smarter Balanced Assessment (SBA) scores are again used in both fourth and fifth grade for GATE identification.

In sixth grade all GATE students are automatically placed in accelerated English and social science courses; students who meet the SBA scaled score from fifth grade in the exceeded category are placed in these accelerated courses as well. The same criteria for placement are used in seventh and eighth grade with the addition of Grade Point Average (GPA) as a consideration. Students must have maintained a 3.5 GPA in their previous years' accelerated courses or a 4.0 GPA in the non-accelerated courses.

GATE identification is not considered when placing students into honors, AP, or IB courses. There are recommended prerequisites for these courses but students may challenge their placement in any course if they did not meet the specified prerequisite by completing a course challenge form and arranging a meeting with their Academic Advisor or Assistant Principal.

CURRENT CONSIDERATIONS

The findings of the Hanover study were shared with the GATE/Accelerated Advisory group on October 17, 2017 and stakeholder feedback was gathered. A smaller task force is currently being convened to address the recommendations brought forth in the study.

The Hanover study analyzed assessment data and included a survey analysis of teachers to assess the current state of the GATE program. The findings centered on the five areas below and suggested next steps moving forward.

- Vision for GATE.
 - School-level staff and leadership report the need to develop a clear mission and vision for GATE. All stakeholders, including parents and community members should be included in the planning, implementation, and evaluation of the program.
- GATE as a Core Program
 - Elementary and middle school staff and site leadership report they believe GATE is an essential offering within the District and research supports this as well. The District needs to work with all stakeholders to define what a core program is and what it is not. (i.e. after school clubs, in-class extended learning opportunities, differentiated products, and alternative assignments)
- Program Design
 - Cluster grouping and accelerated courses are relatively common models nationwide and are supported by a wide range of literature. The District should ensure that teachers have access to training in how to support students who are gifted and develop a continuum of services to meet the needs of these students.
- Identification and Equity
 - The District currently follows many expert recommendations for giftedness screening and recommendations such as the NNAT. The District should continue to identify students who are historically underrepresented within gifted and

talented programs and should continue to further refine existing multiple means of assessment.

- Performance of GATE and High-Performing Students
 - Districtwide, GATE identified students are consistently among the highest performing students when analyzing a variety of measures, including state assessments, grades, and college entrance exams. The District should continue to use SBA scores as one measure for GATE identification and investigate alternative qualitative and quantitative indicators for identification.

The Hanover study specifically reviewed data for the last seven academic years from 2009-2010 to 2015-2016. During this time the average GATE enrollment rate by grade is shown below:

GATE Enrollment by Grade

Grade	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
Grade 3	255	207	212	289	334	304	154
Grade 4	487	363	390	511	514	513	376
Grade 5	569	585	496	618	698	701	555
Grade 6	698	578	608	588	673	733	692
Grade 7	674	684	601	670	643	721	718
Grade 8	650	662	668	593	661	623	706
Grade 9	652	598	413	606	537	609	573
Grade 10	637	635	595	407	606	531	607
Grade 11	580	631	618	583	587	603	520
Grade 12	519	571	624	610	584	580	596
Total	5,721	5,514	5,225	5,475	5,837	5,918	5,497

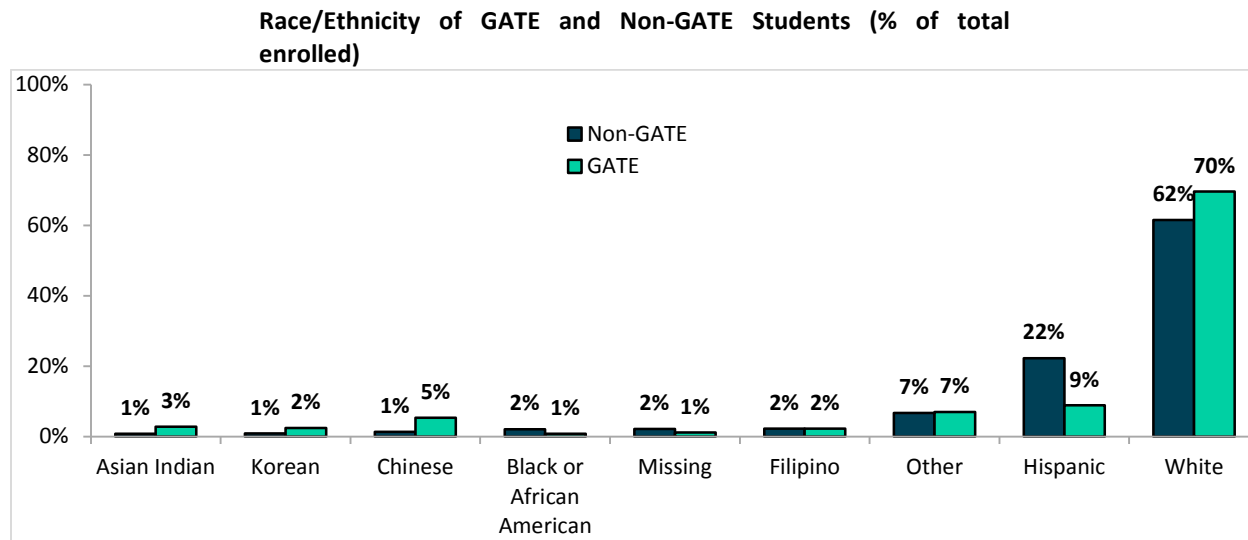
Over this seven year period there were an average of 5,598 GATE and 35,022 non-GATE students annually. Demographic distribution for GATE and non-GATE students are listed below and females, English Learners, and students with an Individualized Educational Program are GATE identified in lower proportions:

Demographic Distribution for GATE and Non-GATE Students

	Never GATE	Ever GATE	Total
Total # of Students	68,168	10,078	78,246
Gender			
Female	49.28%	47.02%	48.99%
Male	50.68%	52.94%	50.97%
Missing	0.04%	0.04%	0.04%
IEP Status			
Ever IEP	11.93%	3.00%	10.78%
Never IEP	88.07%	97.00%	89.22%
English Learner Status			
Original EL	18.40%	10.28%	17.36%
Never EL	81.48%	89.72%	82.54%
Missing	0.11%	0.00%	0.10%

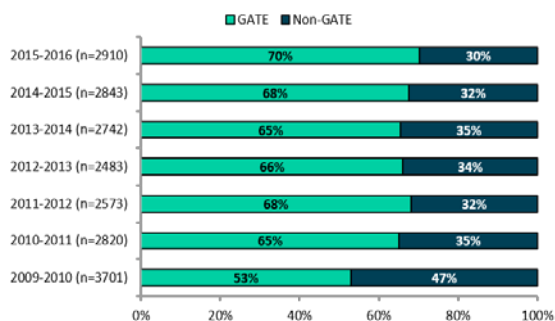
When comparing enrollment by race/ethnicities between GATE and non-GATE students it is noted that white, Chinese, Korean, and Asian Indian students are represented at a higher rate among GATE than non-GATE students. Hispanic and Black/African American students are represented at a lower rate among GATE students than among non-GATE students, with

Hispanic students showing the largest gap in identification. This information is summarized in the figure below:



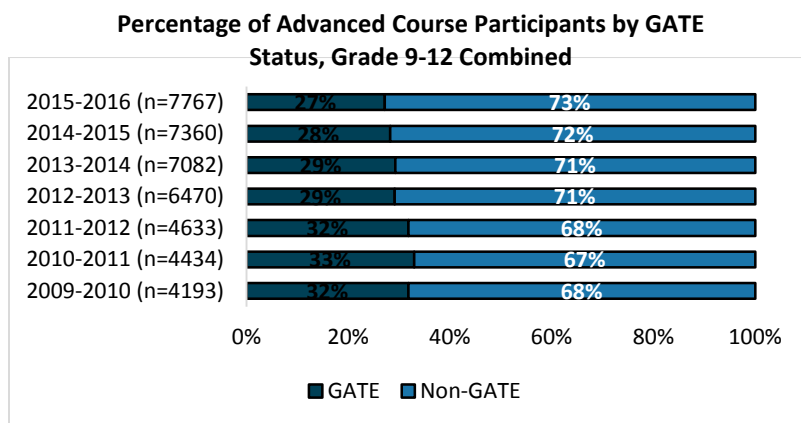
The Hanover study analyzed both middle school accelerated course enrollment and high school advanced course. The data below includes English and social science accelerated courses. GATE students account for approximately 65 percent of accelerated course enrollment (graph on the left) and non-GATE students enrolled in an accelerated course nearly doubles between sixth and eighth grade (table on the right).

Enrollmen Percentage of GATE and Non-GATE Students Enrolled in Any Accelerated Courses, All Years Combined



Grade	GATE Status			
	Non-GATE		GATE	
	Not in Acc. Course	In Acc. Course	Not in Acc. Course	In Acc. Course
6	21,849	1,652	377	4,193
7	21,656	2,347	348	4,363
8	21,155	3,116	163	4,400
Total Students	64,662	7,113	887	12,957

In high school advanced courses overall student enrollment increased significantly over the 7 years analyzed and the number of GATE students enrolled decreased slightly over time. The percentage of advanced course participants by GATE status in grades 9-12 is summarized in the figure below:



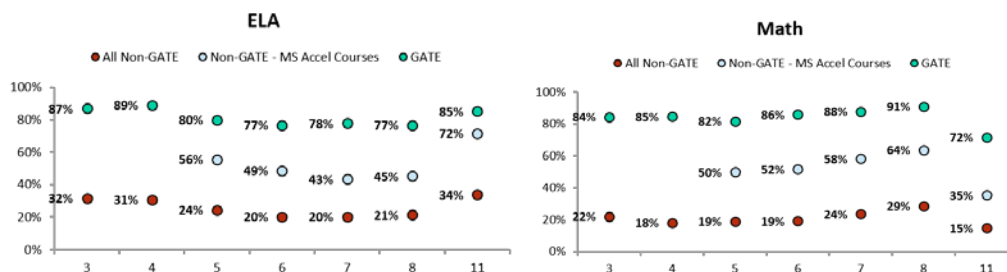
In an examination of the most popular advanced high school courses over the course of the study GATE enrollment is approximately 35 percent. (note: course numbers ending in an odd number represent first semester; course numbers ending in an even number represent second semester)

Enrollment in Most-Popular Advanced HS Courses, All Years Combined

Course Name (Course Number)	Enrollment	GATE	Non-GATE
AP Am Hist (HP) (2033)	6,313	33.95%	66.05%
AP Am Hist (HP) (2034)	6,048	34.57%	65.43%
AP Am Gvt/Ecn (HP) (2123)	5,980	34.52%	65.48%
AP Eur His (HP) (2043)	5,875	35.83%	64.17%
AP Am Gvt/Ecn(HP) (2124)	5,822	35.11%	64.89%
AP Psych (HP) (1833)	5,715	23.87%	76.13%
Honors English I (6944)	5,581	33.51%	66.49%
AP Eur His (HP) (2044)	5,579	36.83%	63.17%
AP Psych (HP) (1834)	5,460	24.45%	75.55%
AP Lang/Cmp (HP) (2963)	5,088	39.13%	60.87%
AP Lang/Cmp (HP) (2964)	4,977	39.60%	60.40%
Honors English I (6943)	4,407	34.54%	65.46%
AP Lit/Cmp (HP) (2753)	4,241	39.73%	60.27%
AP Lit/Cmp (HP) (2754)	4,152	40.27%	59.73%
Honors English II (6953)	4,009	30.98%	69.02%
Honors English II (6954)	3,914	31.20%	68.80%
Honors Alg2 Trig (6973)	3,766	39.03%	60.97%
Honors Alg2 Trig (6974)	3,568	39.99%	60.01%

The figures below show student academic performance on the SBA for 2014-2015 and 2015-2016 for students who reached the highest performance level—standard exceeded. Overall, the performance rates for GATE students are 51 to 58 percentage points higher than for non-GATE students in ELA and 57 to 67 percentage points higher in math. Middle school students who take

accelerated courses outperform non-GATE students across all grade levels in both ELA and math.



The GATE/Accelerated Advisory group that met on October 17, 2017 provided reflective feedback on the study, some of which is listed below.

Implications of the Data

- Non-GATE students in MS accelerated courses are doing great!
- Middle school accelerated courses are important for success in advanced high school courses.
- GATE identified students are performing at a very high level as compared to non-GATE students, and non-GATE students are performing very well.

Next Steps:

- Develop a clear vision and mission for the GATE program.
- Review the current criteria for GATE identification.
- Clearly define the goals of the GATE Program.
- Provide professional development for teachers.

This presentation will provide an overview of the study, stakeholder feedback from the October 17, 2017 meeting, and what the next steps are moving forward.

FINANCIAL IMPLICATIONS

None

STAFF RECOMMENDATION

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

PREPARED BY: Bill Mocnik, Director of Student Achievement, Secondary
Shelley Overstreet, Interim Director of Student Achievement, Elementary

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services



GATE Program Review



Purpose

Share where the GATE program has been and where it is at today.

- 1) Provide overview of the current program.
- 2) Review student program enrollment data (7 year trend).
- 3) Review student achievement data for GATE and non-GATE students.

Share next steps:

- 1) Review Task Force feedback and Hanover study findings & recommendations.
- 2) Create working group to address priority items and develop a 3 year action plan for program development and professional development.



Current Program

Program Design

- Elementary school students who are GATE identified are strategically clustered with other identified/high-performing students in a regular classroom setting.
- Middle school students who are GATE identified have access to accelerated English and social science courses; all students may be placed in accelerated courses if they meet the placement criteria.
- High school students have access to Honors, Advanced Placement, and/or International Baccalaureate courses.



Current Program

Identification for Elementary School Students

- Universal assessment is completed in 3rd grade.
 - Naglieri Nonverbal Ability Assessment (NNAT)
 - 3rd grade SBA English Language Arts Scale Score in the exceeded category for both English only and English Language Learners
- SBA scores are reviewed for 4th and 5th grade students

Middle School Accelerated Students

- 6th grade: GATE students automatically placed in accelerated courses; additional students placed based on 5th grade SBA score.
 - The same criteria are used in 7th and 8th grade with the addition of previous year GPA



Current Program

2016 -17 GATE Identified Students

Grade Level	Identification Tool	Number of Students	English Language Learner Students	English Only Students	Total Number of Students
3 rd Grade	NNAT	98	2	96	152
	SBAC	54	10	44	
4 th Grade (130 students from 15-16)	SBAC	53	5	48	183
5 th Grade (130 students from 15-16)	SBAC	32 11 of 21 EXHIBIT #27	1	31	162

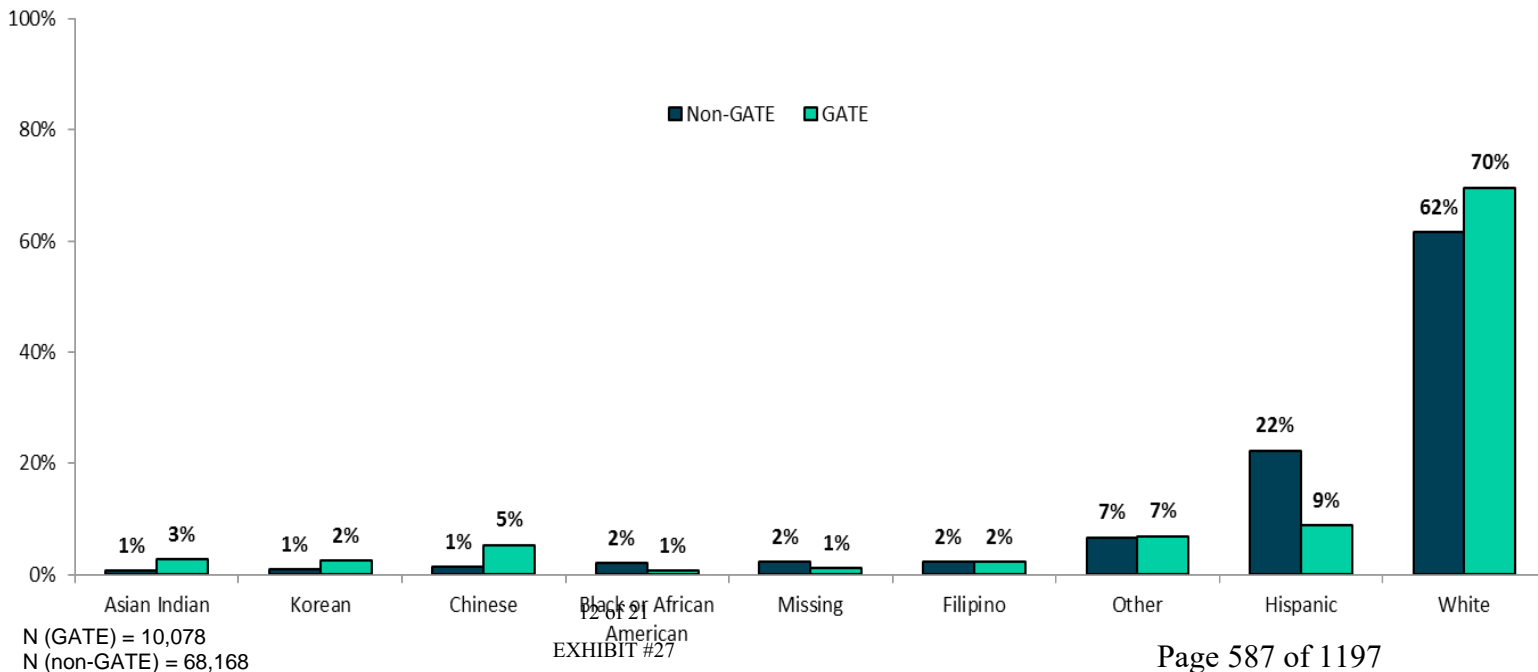


Current Program

Race/Ethnicity of GATE and Non-GATE Students (% of total enrolled over 7 years)
Grades 3 - 12

CUSD Total Ethnic Composition:

57% White
26% Hispanic
6% Asian
2% Filipino
9% Other
1% Black African American
.15% Pacific Islander
6% Multiple
1.2% Missing





Current Program

Data represents 7 years

- The number of students identified as GATE increases sharply in elementary grades, from 6% in grade 3 to 16% in grade 7. The rate drops and then stabilizes at 14% in high school.
- GATE Program enrollment has been mostly stable over the seven-year period analyzed by Hanover Research.
- Over the seven-year period there were an average of 5,598 GATE and 35,022 Non-GATE students annually.
- GATE participants have a lower proportion of students who have ever been identified as English Learners or have had an IEP.

13 of 21
EXHIBIT #27

GATE Enrollment by Grade

Grade	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
Grade 3	255	207	212	289	334	304	154
Grade 4	487	363	390	511	514	513	376
Grade 5	569	585	496	618	698	701	555
Grade 6	698	578	608	588	673	733	692
Grade 7	674	684	601	670	643	721	718
Grade 8	650	662	668	593	661	623	706
Grade 9	652	598	413	606	537	609	573
Grade 10	637	635	595	407	606	531	607
Grade 11	580	631	618	583	587	603	520
Grade 12	519	571	624	610	584	580	596
Total	5,721	5,514	5,225	5,475	5,837	5,918	5,497

Demographic Distribution for GATE and Non-GATE Students

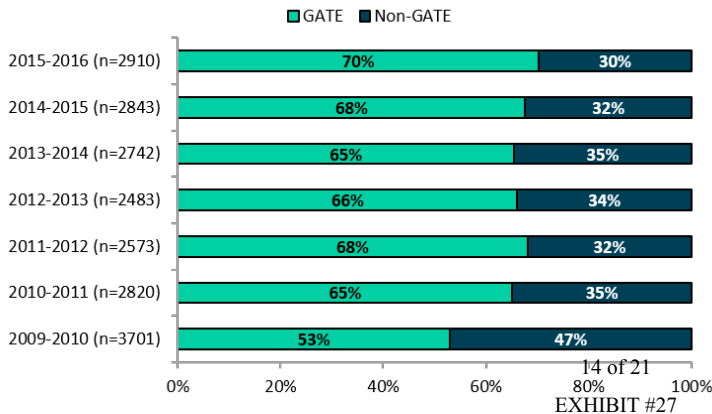
	Never GATE	Ever GATE	Total
Total # of Students	68,168	10,078	78,246
Gender			
Female	49.28%	47.02%	48.99%
Male	50.68%	52.94%	50.97%
Missing	0.04%	0.04%	0.04%
IEP Status			
Ever IEP	11.93%	3.00%	10.78%
Never IEP	88.07%	97.00%	89.22%
English Learner Status			
Original EL	18.40%	10.28%	17.36%
Never EL	81.48%	89.72%	82.54%
Missing			0.10%



MS Accelerated Courses

- The data below includes only English and social science accelerated courses.
- GATE students account for approximately 65% of accelerated course enrollment in the years reviewed.
- Non-GATE students enrolled in an accelerated course nearly doubles between 6th and 8th grade.

Percentage of Accelerated Course Participants by
GATE Status, Grade 6-8 Combined



Enrollment in Any Accelerated Courses by Grade, All Years Combined

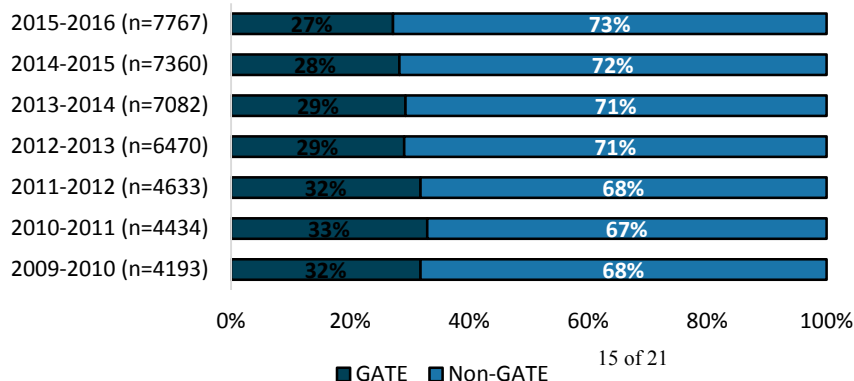
Grade	GATE Status			
	Non-GATE		GATE	
	Not in Acc. Course	In Acc. Course	Not in Acc. Course	In Acc. Course
6	21,849	1,652	377	4,193
7	21,656	2,347	348	4,363
8	21,155	3,116	163	4,400
Total Students	64,662	7,113	887	12,957



HS Advanced Courses

- Overall, advanced course enrollment increased significantly over the years studied.
- The percentage of GATE students enrolled decreased slightly.
- In the most popular courses listed, GATE enrollment is approximately 35%.

Percentage of Advanced Course Participants by GATE Status, Grade 9-12 Combined



15 of 21
EXHIBIT #27

Enrollment in Most-Popular Advanced HS Courses, All Years Combined

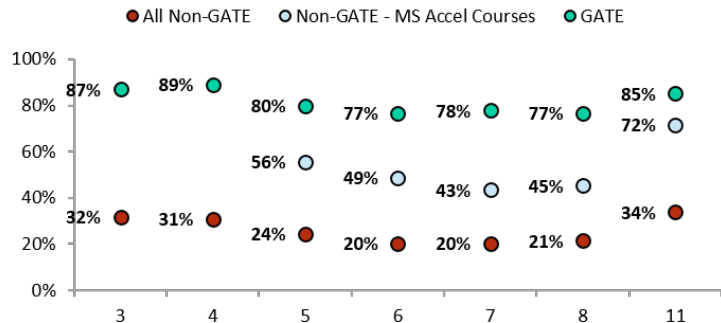
Course Name (Course Number)	Enrollment	GATE	Non-GATE
AP Am Hist (HP) (2033)	6,313	33.95%	66.05%
AP Am Hist (HP) (2034)	6,048	34.57%	65.43%
AP Am Gvt/Ecn (HP) (2123)	5,980	34.52%	65.48%
AP Eur His (HP) (2043)	5,875	35.83%	64.17%
AP Am Gvt/Ecn(HP) (2124)	5,822	35.11%	64.89%
AP Psych (HP) (1833)	5,715	23.87%	76.13%
Honors English I (6944)	5,581	33.51%	66.49%
AP Eur His (HP) (2044)	5,579	36.83%	63.17%
AP Psych (HP) (1834)	5,460	24.45%	75.55%
AP Lang/Cmp (HP) (2963)	5,088	39.13%	60.87%
AP Lang/Cmp (HP) (2964)	4,977	39.60%	60.40%
Honors English I (6943)	4,407	34.54%	65.46%
AP Lit/Cmp (HP) (2753)	4,241	39.73%	60.27%
AP Lit/Cmp (HP) (2754)	4,152	40.27%	59.73%
Honors English II (6953)	4,009	30.98%	69.02%
Honors English II (6954)	3,914	31.20%	68.80%
Honors Alg2 Trig (6973)	3,766	39.03%	60.97%
Honors Alg2 Trig (6974)	3,568	39.99%	60.01%



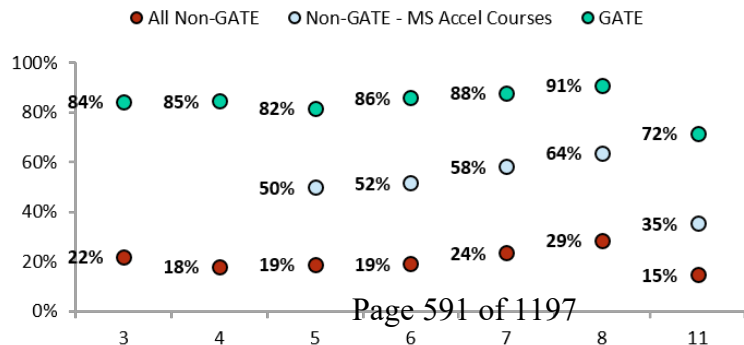
Academic Performance

- The figures to the right show students who have reached the highest performance level on the SBA—**standard exceeded**.
- Overall, the performance rates for GATE students are 51 to 58 percentage points higher than for non-GATE students in ELA, and 57 to 67 percentage points higher in math.
- Middle School students who have access to rigorous courses perform at high levels academically.

ELA



Math





Findings/Recommendations

A GATE task force is currently being convened to address the following:

1. School-level staff and leadership report the need to develop a clear mission and vision for GATE.
2. Engage all stakeholders, including parents and community members in the planning, implementation, and evaluation of the program.
3. Define what a core GATE program is or is not. Develop a continuum of services to meet the needs of students who are gifted.
4. Investigate alternative qualitative and quantitative indicators for GATE identification.



Findings/Recommendations

5. Continue to develop practices to identify students that are historically underrepresented within GATE programs.
6. Review and refine access to middle school accelerated courses.
7. Ensure that teachers have access to training in how to support students who are gifted.
8. Investigate and develop guidelines for GATE identification of students who are new to the district.



Stakeholder Feedback

October 17, 2017 Meeting Reflection

Implications of the Data

- Non-GATE students in MS accelerated courses are doing great!
- Middle school accelerated courses are important for success in advanced high school courses.
- GATE identified students are performing at a very high level as compared to non-GATE students, and non-GATE students are performing very well.

Next Steps:

- Develop a clear vision and mission for the GATE program.
- Review the current criteria for GATE identification.
- Clearly define the goals of the GATE Program.
- Provide professional development for teachers.



Next Steps

Timeline:

10/2017	Recruiting stakeholders to be a part of a smaller GATE Task Force Working Group.
11/2017 – 2/2018	Work Group: Discuss vision and mission development; revisit and refine GATE identification practices for 2018-19; review middle school placement criteria.
3/2018 – 6/2018	Work Group: Investigate and research best practices to refine the core program and develop training for teachers.
8/2018	Work Group: Publish 3 year Action Plan for teacher professional development and parent education.



Questions?

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: November 8, 2017

Board Item: Memorandum of Understanding for the California Healthy Kids Survey 2017-2018

HISTORY

The California Healthy Kids Survey (CHKS), California School Staff Survey, and the California School Parent Survey were developed by WestEd under contract with the California Department of Education (CDE). The CHKS core module has been administered to students in grades 7, 9, and 11 in the District every other year.

BACKGROUND INFORMATION

At the May 24, 2017 Board meeting, the CHKS, California School Staff Survey, and the California School Parent Survey were approved to be implemented for the local climate survey requirement which is one of the local indicators in the new state accountability system. Once the administration occurs and the results are shared at a Board meeting, staff will update the California School Dashboard indicating that this requirement has been “Met”.

CURRENT CONSIDERATIONS

The agreement outlines conditions to be met by the District as they relate to access to and the administration of the CHKS, the California School Staff Survey, and the California School Parent Survey. Data from the surveys is intended to help schools foster a positive school climate and student engagement; prevent risky behaviors and other impediments to academic achievement and to promote positive health habits and behaviors. The surveys have multiple modules.

The administration is planned for January 2018, where students in grades 5, 7, 9, and 11 will complete the core module of the survey. This will be the inaugural year of administration for students in grade 5. Additionally, students in middle and high school will also complete the supplemental Resilience and Youth Development module.

Parents will receive a letter about the CHKS administration and parents of middle and high school students will be able to return a form to have their child opt out. Parents of elementary students will be required to return a permission form to have their child participate. Collecting permission forms for elementary students is an Education Code requirement. A pilot of the

California School Staff Survey and California School Parent Survey will also be conducted. Student personally identifiable information is not collected or released when participating.

FINANCIAL IMPLICATIONS

The District will receive approximately \$9,802 to help offset the anticipated cost of \$10,419 associated with survey administration. The net cost to the District is anticipated to be \$617 paid by general funds.

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 Memorandum of Understanding for the California Healthy Kids Survey (CHKS) 2017-2018.

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2017/18 SCHOOL YEAR

DISTRICT NAME: Capistrano Unified School District

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your CalSCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.

- Submit completed answer sheets and materials to your Regional Center.
- CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2017-2018 school year. The Orange County Office of Education will pay for CHKS 5th grade enrollment fees, CSSS and CSPS survey fees, and school reports for all three surveys at all grade levels.. All other fees are the responsibility of the district.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2017 and expires on August 31, 2018.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless 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 MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless 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 MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

District

Survey Administration Fees 2017-2018

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at (888) 841.7536

CHKS

Survey fee*	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS

Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS

Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

* If you are a district surveying less than 100 students please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Printed name

Date

GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices. If California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

County of Orange, Health Care Agency
Contractor: Capistrano Unified School District

Folder #: C018953
Contract #: CT-042-18010329

M. Independent Contractor: Contractor shall be considered an Independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an additional insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) in addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agent's, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2680 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability \$2,000,000 aggregate	\$1,000,000 per occurrence
Automobile Liability including coverage Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and	\$1,000,000 per occurrence for owned, non-owned and hired vehicles
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

Required Coverage Forms

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

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

County of Orange, Health Care Agency
Contractor: Capistrano Unified School District

Folder #: C018953
Contract #: CT-042-18010329

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

County of Orange, Health Care Agency
Contractor: Capistrano Unified School District

Folder #: C018953
Contract #: CT-042-18010329

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** in any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1854) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. **Audits/inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.
- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County shall not be responsible for any expenditures overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

County of Orange, Health Care Agency
Contractor: Capistrano Unified School District

Folder #: C018953
Contract #: CT-042-18010329

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. CT-042-18010329 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CAPISTRANO UNIFIED SCHOOL DISTRICT

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

County of Orange, Health Care Agency
Contractor: Capistrano Unified School District

Folder #: C018953
Contract #: CT-042-18010329

Scope of Work – Attachment A

Background

The California Healthy Kids Survey (CHKS) provides a reliable and cost-effective method of collecting countywide data on student health-risk behaviors and youth development factors. These data are used not only by the Orange County Health Care Agency (HCA), but are important to schools, districts and many community-level youth-oriented programs throughout Orange County. To ensure the continuing availability of such countywide CHKS data for the 2017-18 school year, HCA is providing funding to support Orange County school districts that are not receiving Tobacco Use Prevention Education (TUPE) funds from the California Department of Education to administer the CHKS.

Purpose

Orange County HCA will provide \$9,802.20 to *Capistrano Unified School District* to be used exclusively to cover costs related to administration of the CHKS to students in grades 5, 7, 9, and 11 at \$0.60 per enrolled student during the 2017-18 school year.

Two Service Benchmarks

Capistrano Unified School District shall perform the following procedural tasks and communicate/notify HCA of the completion of each task by the specified date.

Task	Tentative Date
1. Secure a signed Memorandum of Understanding with WestEd/CHKS Regional Coordinator: Amanda Badorek: abadorek@wested.org California Healthy Kids Survey SoCal Office WestEd 4665 Lampson Ave. Los Alamitos, CA 90720 562.799.5425 office chks.wested.org In the event that Amanda is unavailable, please contact Ben Trigg at 562.799.5164.	December 1, 2017
2. Administer the CA Healthy Kids Survey and confirm completion with WestEd/CHKS Regional Coordinator	June 7, 2018

Payment Schedule

Contractor shall submit an invoice upon completion of Service Benchmark 1 in the amount of \$4,901.10.

Contractor shall submit an invoice upon completion of Service Benchmark 2 in the amount of \$4,901.10.

Term of Agreement

Start date: October 5, 2017

End date: October 6, 2018

County of Orange, Health Care Agency
Contractor: Capistrano Unified School District

Folder #: C018953
Contract #: CT-042-18010329

**Elementary School Questionnaire
2016-2017**

This survey is voluntary. **You do not have to complete this survey**, but we hope that you will. We need your help!

Your answers will improve health programs.

Do not write your name on this form or the answer sheet. No one but you will know how you answer these questions.

Please mark only one answer for each question on the answer sheet. Fill in the bubbles neatly with a #2 pencil. Please do not write on the survey questionnaire.

Please read every question carefully. Mark one choice on your answer sheet for each question.

Thank you for taking this survey!

First, write your SCHOOL NAME on the top of the answer sheet.

1. Fill in the bubble for number "2."
2. Are you female or male?
 - A) Female
 - B) Male
3. What grade are you in?
 - A) 3rd grade
 - B) 4th grade
 - C) 5th grade
 - D) 6th grade
4. Did you eat breakfast this morning?
 - A) No
 - B) Yes
5. How many days a week do you usually go to your school's after school program?
 - A) 0 days
 - B) 1 day
 - C) 2 days
 - D) 3 days
 - E) 4 days
 - F) 5 days
6. Do you feel close to people at school?
 - A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

7. Are you happy to be at this school?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
8. Do you feel like you are part of this school?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
9. Do you feel proud to belong to your school?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
10. Are the students at your school motivated to learn?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
11. Do teachers treat students fairly at school?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

12. Are you given a chance to help decide things at school, like class rules?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
13. Do the teachers and other grown-ups at school care about you?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
14. Do the teachers and other grown-ups at school tell you when you do a good job?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
15. Do the teachers and other grown-ups at school ask you about your ideas?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
16. Do the teachers and other grown-ups give you a chance to solve school problems?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
17. Do you get to do interesting activities at school?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

18. Do your teachers ask you what you want to learn about?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
19. How well do you do in your schoolwork?
- A) I'm one of the best students
 - B) I do better than most students
 - C) I do about the same as others
 - D) I don't do as well as most others
20. Do the teachers and other grown-ups at school listen when you have something to say?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
21. Do the teachers and other grown-ups at school believe that you can do a good job?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
22. Do you do things to be helpful at school?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
23. Do the teachers and other grown-ups at school make an effort to get to know you?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

24. Do the teachers and other grown-ups at school want you to do your best?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
25. Are the school rules fair?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
26. Do teachers and other grown-ups at school treat students with respect?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
27. Are students treated fairly when they break school rules?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
28. Are students at this school well behaved?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
29. Do students know what the rules are?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

30. Does your school help students solve conflicts with one another?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
31. Does your school teach students to understand how other students think and feel?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
32. Does your school teach students to feel responsible for how they act?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
33. Does your school teach students to care about each other and treat each other with respect?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
34. Do the teachers and other grown-ups make it clear that bullying is not allowed?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
35. If you tell a teacher that you've been bullied, will the teacher do something to help?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

36. Do students at your school try to stop bullying when they see it happening?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
37. Do you finish all your class assignments?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
38. When you get a bad grade, do you try even harder the next time?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
39. Do you keep working and working on your schoolwork until you get it right?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
40. Do you do your class assignments even when they're really hard for you?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
41. Do you follow the classroom rules?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

42. Do you follow the playground rules at recess and lunch times?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
43. Do you listen when your teacher is talking?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
44. Are you nice to other students?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
45. During the past year, how many times have you hit or pushed other kids at school when you were not playing around?
- A) 0 times
 - B) 1 time
 - C) 2 times
 - D) 3 or more times
46. During the past year, how many times have you spread mean rumors or lies about other kids at school?
- A) 0 times
 - B) 1 time
 - C) 2 times
 - D) 3 or more times

47. During the past year, how many times at school have you said mean things about other students or called them bad names?
- A) 0 times
 - B) 1 time
 - C) 2 times
 - D) 3 or more times
48. Do other kids hit or push you at school when they are not just playing around?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
49. Do other kids at school spread mean rumors or lies about you?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
50. During the past year, did you ever bring a gun or knife to school?
- A) No
 - B) Yes
51. Do other kids at school call you bad names or make mean jokes about you?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
52. During the past year, have you ever seen another kid with a gun or knife at school?
- A) No
 - B) Yes

53. Are you home alone after school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

54. Do you feel safe at school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

55. Do you feel safe on your way to and from school?

- A) No, never
- B) Yes, some of the time
- C) Yes, most of the time
- D) Yes, all of the time

56. Have other kids at school ever teased you about what your body looks like?

- A) No
- B) Yes

The next questions are about cigarettes, alcohol, and other drugs.

Keep the following definitions in mind

- ♦ One drink of alcohol means drinking one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor. Questions about alcohol do not include drinking a few sips of wine for religious purposes.
- ♦ Drug means any substance you use to get "high."

57. Have you ever smoked a cigarette?

- A) No
- B) Yes, I smoked a part of a cigarette, like one or two puffs
- C) Yes, I smoked a whole cigarette

58. Have you ever used an electronic cigarette, e-cigarette, or other vaping device such as e-hookah, hookah pens, or vape pens?
- A) No
 - B) Yes
59. Have you ever drunk beer, wine, or other alcohol?
- A) No
 - B) Yes, I drank one or two sips
 - C) Yes, I drank a full glass
60. Have you ever sniffed something through your nose to get "high?"
- A) No
 - B) Yes
61. Have you ever smoked any marijuana (pot, grass, weed)?
- A) No
 - B) Yes
 - C) I don't know what marijuana is
62. Do you think smoking cigarettes is bad for a person's health?
- A) No, not bad
 - B) Yes, a little bad
 - C) Yes, very bad
63. Do you think drinking alcohol (beer, wine, liquor) is bad for a person's health?
- A) No, not bad
 - B) Yes, a little bad
 - C) Yes, very bad
64. Do you think using marijuana (pot, grass, weed) is bad for a person's health?
- A) No, not bad
 - B) Yes, a little bad
 - C) Yes, very bad
 - D) I don't know what marijuana is

Here are questions about your home.

65. Does a parent or some other grown-up at home care about your schoolwork?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
66. Does a parent or some other grown-up at home believe that you can do a good job?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
67. Does a parent or some other grown-up at home want you to do your best?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
68. Does a parent or some other grown-up at home ask if you did your homework?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
69. Does a parent or some other grown-up at home check your homework?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

70. Does a parent or some other grown-up at home ask you about school?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time
71. Does a parent or some other grown-up at home ask you about your grades?
- A) No, never
 - B) Yes, some of the time
 - C) Yes, most of the time
 - D) Yes, all of the time

Core Module

Middle School Questionnaire

2016-2017

This survey asks about your behavior, experiences, and attitudes related to your school, health, and well-being. It includes questions about use of alcohol, tobacco, and other drugs, and about bullying and violence.

You do not have to answer these questions, but your answers will be very helpful in improving school and health programs. **You will be able to answer** whether or not you have done or experienced any of these things.

Please do not write your name on this form or the answer sheet. Do not identify yourself in any other way.

Please mark all of your answers on the answer sheet. Fill in the bubbles neatly with a **#2 pencil**. Do not write on the questionnaire. Mark only one answer unless told to ***"Mark All That Apply."***

This survey asks about things you may have done during different periods of time, such as during your **lifetime** (you ever did something), or the past **12 months**, or **30 days**. Each provides different information. Please pay careful attention to these time periods.

Thank you for taking this survey!

Core Module

Begin by writing your school's name at the top of the answer sheet.

1. Fill in the bubble for the letter "M."
2. Fill in the bubble for the letter "J."

Next, we would like some background information about you.

3. What is your sex?
 - A) Male
 - B) Female
4. What grade are you in?

A) 6th grade	F) 11th grade
B) 7th grade	G) 12th grade
C) 8th grade	H) Other grade
D) 9th grade	I) Ungraded
E) 10th grade	
5. Are you of Hispanic or Latino origin?
 - A) No
 - B) Yes
6. What is your race?

A) American Indian or Alaska Native	D) Native Hawaiian or Pacific Islander
B) Asian	E) White
C) Black or African American	F) Mixed (two or more) races

Core Module

7. If you are Asian or Pacific Islander, which groups best describe you? (*Mark All That Apply.*)
If you are not of Asian/Pacific Islander background, mark "A) Does not apply."
- | | |
|---|--|
| A) Does not apply; I am not Asian or Pacific Islander | H) Korean |
| B) Asian Indian | I) Laotian |
| C) Cambodian | J) Vietnamese |
| D) Chinese | K) Native Hawaiian, Guamanian, Samoan, Tahitian, or other Pacific Islander |
| E) Filipino | L) Other Asian |
| F) Hmong | |
| G) Japanese | |
8. What best describes where you live? A home includes a house, apartment, trailer, or mobile home.
- | | |
|--|---|
| A) A home with one or more parents or guardian | F) Hotel or motel |
| B) Other relative's home | G) Shelter, car, campground, or other transitional or temporary housing |
| C) A home with more than one family | H) Other living arrangement |
| D) Friend's home | |
| E) Foster home, group care, or waiting placement | |
9. What is the highest level of education your parents or guardians completed? (*Mark the educational level of the parent or guardian who went the furthest in school.*)
- A) Did not finish high school
 - B) Graduated from high school
 - C) Attended college but did not complete four-year degree
 - D) Graduated from college
 - E) Don't know
10. Do you receive free or reduced-price lunches at school? (*Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.*)
- A) No
 - B) Yes
 - C) Don't know
11. In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?
- A) No
 - B) Yes
 - C) Don't know

Core Module

12. What language is spoken most of the time in your home?

- | | |
|--------------|---------------|
| A) English | F) Tagalog |
| B) Spanish | G) Vietnamese |
| C) Mandarin | H) Korean |
| D) Cantonese | I) Other |
| E) Taiwanese | |

How well do you understand, speak, read, and write English?

	Very Well	Well	Not Well	Not At All
13. Understand English	A	B	C	D
14. Speak English	A	B	C	D
15. Read English	A	B	C	D
16. Write English	A	B	C	D

17. How many days a week do you usually go to your school's after school program?

- | | |
|-----------|-----------|
| A) 0 days | E) 4 days |
| B) 1 day | F) 5 days |
| C) 2 days | |
| D) 3 days | |

18. During the past 12 months, how would you describe the grades you mostly received in school?

- | | |
|----------------|----------------|
| A) Mostly A's | E) Mostly C's |
| B) A's and B's | F) C's and D's |
| C) Mostly B's | G) Mostly D's |
| D) B's and C's | H) Mostly F's |

19. During the past 12 months, about how many times did you skip school or cut classes?

- | | |
|----------------|--------------------------|
| A) 0 times | D) Once a month |
| B) 1–2 times | E) Once a week |
| C) A few times | F) More than once a week |

Core Module

20. In the past 30 days, did you miss school for any of the following reasons? (*Mark All That Apply.*)

- | | |
|---|---|
| A) Does not apply; I didn't miss any school | H) Wanted to spend time with friends who don't go to your school |
| B) Illness (feeling physically sick), including problems with breathing or your teeth | I) Wanted to use alcohol or drugs |
| C) Felt very sad, hopeless, anxious, stressed, or angry | J) Were behind in schoolwork or weren't prepared for a test or class assignment |
| D) Didn't get enough sleep | K) Were bored with or uninterested in school |
| E) Didn't feel safe at school | L) Were suspended |
| F) Had to work | M) Other reason |
| G) Had to take care of or help a family member or friend | |

How strongly do you agree or disagree with the following statements?

		Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
21.	I feel close to people at this school.	A	B	C	D	E
22.	I am happy to be at this school.	A	B	C	D	E
23.	I feel like I am part of this school.	A	B	C	D	E
24.	The teachers at this school treat students fairly.	A	B	C	D	E
25.	I feel safe in my school.	A	B	C	D	E
26.	My school is usually clean and tidy.	A	B	C	D	E
27.	Teachers at this school communicate with parents about what students are expected to learn in class.	A	B	C	D	E
28.	Parents feel welcome to participate at this school.	A	B	C	D	E
29.	School staff takes parent concerns seriously.	A	B	C	D	E
30.	I try hard to make sure that I am good at my schoolwork.	A	B	C	D	E
31.	I try hard at school because I am interested in my work.	A	B	C	D	E
32.	I work hard to try to understand new things at school.	A	B	C	D	E
33.	I am always trying to do better in my schoolwork.	A	B	C	D	E

Core Module

Please mark on your answer sheet how TRUE you feel each of the following statements is about your SCHOOL and things you might do there.

At my school, there is a teacher or some other adult ...

	Not At All True	A Little True	Pretty Much True	Very Much True
34. who really cares about me.	A	B	C	D
35. who tells me when I do a good job.	A	B	C	D
36. who notices when I'm not there.	A	B	C	D
37. who always wants me to do my best.	A	B	C	D
38. who listens to me when I have something to say.	A	B	C	D
39. who believes that I will be a success.	A	B	C	D

At school, ...

	Not At All True	A Little True	Pretty Much True	Very Much True
40. I do interesting activities.	A	B	C	D
41. I help decide things like class activities or rules.	A	B	C	D
42. I do things that make a difference.	A	B	C	D

Core Module

The next questions ask about the use of alcohol, tobacco, marijuana, and other drugs, including pills or medications, to get “high” or for reasons other than medical (*without a doctor’s order*).

Keep the following definitions in mind:

- **One drink of ALCOHOL**, or alcoholic drink (beverage), means one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor.
- Questions about alcohol do **not** include drinking a few sips of wine for religious purposes.
- **DRUG** means any substance other than alcohol or tobacco, including pills and medications, used to get “high” (“loaded,” “stoned,” or “wasted”) or for purposes other than prescribed by a doctor.

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
43.	A cigarette, even one or two puffs	A	B	C	D	E	F
44.	A whole cigarette	A	B	C	D	E	F
45.	Smokeless tobacco (dip, chew, or snuff)	A	B	C	D	E	F
46.	Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens	A	B	C	D	E	F
47.	One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)	A	B	C	D	E	F
48.	Marijuana (pot, weed, grass, hash, bud)	A	B	C	D	E	F
49.	Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D	E	F
50.	Derbisol (DB, derbs, dirt)	A	B	C	D	E	F
51.	Any other drug, pill, or medicine to get “high” or for other than medical reasons	A	B	C	D	E	F

Core Module

During your life, how many times have you been ...

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
52.	very drunk or sick after drinking alcohol?	A	B	C	D	E	F
53.	“high” (loaded, stoned, or wasted) from using drugs?	A	B	C	D	E	F
54.	drunk on alcohol or “high” on drugs <u>on school property</u> ?	A	B	C	D	E	F

During the past 30 days, on how many days did you use ...

		0 Days	1 Day	2 Days	3–9 Days	10–19 Days	20–30 Days
55.	cigarettes?	A	B	C	D	E	F
56.	smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
57.	electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
58.	at least one drink of alcohol?	A	B	C	D	E	F
59.	five or more drinks of alcohol in a row, that is, within a couple of hours?	A	B	C	D	E	F
60.	marijuana (pot, weed, grass, hash, bud)?	A	B	C	D	E	F
61.	inhalants (things you sniff, huff, or breathe to get “high”)?	A	B	C	D	E	F
62.	any other drug, pill, or medicine to get “high” or for other than medical reasons?	A	B	C	D	E	F

During the past 30 days, on how many days on school property did you ...

		0 Days	1 Day	2 Days	3–9 Days	10–19 Days	20–30 Days
63.	smoke cigarettes?	A	B	C	D	E	F
64.	use smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
65.	use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
66.	have at least one drink of alcohol?	A	B	C	D	E	F
67.	smoke marijuana?	A	B	C	D	E	F
68.	use any other drug, pill, or medicine to get “high” or for other than medical reasons?	A	B	C	D	E	F

Core Module

How much do people risk harming themselves physically and in other ways when they do the following?

		How Much Risk or Harm			
		Great	Moderate	Slight	None
69.	Smoke cigarettes occasionally	A	B	C	D
70.	Smoke 1–2 packs of cigarettes each day	A	B	C	D
71.	Drink alcohol occasionally	A	B	C	D
72.	Have five or more drinks of an alcoholic beverage once or twice a week	A	B	C	D
73.	Smoke marijuana occasionally	A	B	C	D
74.	Smoke marijuana once or twice a week	A	B	C	D

How difficult is it for students in your grade to get any of the following substances if they really want them?

		Very Difficult	Fairly Difficult	Fairly Easy	Very Easy	Don't Know
75.	Cigarettes	A	B	C	D	E
76.	Alcohol	A	B	C	D	E
77.	Marijuana	A	B	C	D	E

78. In your life, how many times have you ridden in a car driven by someone who had been drinking alcohol?

- A) Never
- B) 1 time
- C) 2 times
- D) 3 to 6 times
- E) 7 or more times

Next are questions about violence, safety, harassment, & bullying on school property.

79. How safe do you feel when you are at school?

- A) Very safe
- B) Safe
- C) Neither safe nor unsafe
- D) Unsafe
- E) Very unsafe

Core Module

80. In a normal week, how many days are you home after school for at least one hour without an adult there?

- A) Never
- B) 1 day
- C) 2 days
- D) 3 days
- E) 4 days
- F) 5 days

During the past 12 months, how many times on school property have you ...

		Happened on School Property			
		0 Times	1 Time	2 to 3 Times	4 or More Times
81.	been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?	A	B	C	D
82.	been afraid of being beaten up?	A	B	C	D
83.	been in a physical fight?	A	B	C	D
84.	had mean rumors or lies spread about you?	A	B	C	D
85.	had sexual jokes, comments, or gestures made to you?	A	B	C	D
86.	been made fun of because of your looks or the way you talk?	A	B	C	D
87.	had your property stolen or deliberately damaged, such as your car, clothing, or books?	A	B	C	D
88.	been offered, sold, or given an illegal drug?	A	B	C	D
89.	damaged school property on purpose?	A	B	C	D
90.	carried a gun?	A	B	C	D
91.	carried any other weapon (such as a knife or club)?	A	B	C	D
92.	been threatened or injured with a weapon (gun, knife, club, etc.)?	A	B	C	D
93.	seen someone carrying a gun, knife, or other weapon?	A	B	C	D
94.	been threatened with harm or injury?	A	B	C	D
95.	been made fun of, insulted, or called names?	A	B	C	D

Core Module

During the past 12 months, how many times on school property were you harassed or bullied for any of the following reasons? [You were bullied if you were shoved, hit, threatened, called mean names, teased, or had other unpleasant physical or verbal things done to you repeatedly or in a severe way. It is not bullying when two students of about the same strength quarrel or fight.]

		0 Times	1 Time	2 to 3 Times	4 or More Times
96.	Your race, ethnicity, or national origin	A	B	C	D
97.	Your religion	A	B	C	D
98.	Your gender (being male or female)	A	B	C	D
99.	Because you are gay or lesbian or someone thought you were	A	B	C	D
100.	A physical or mental disability	A	B	C	D
101.	Any other reason	A	B	C	D
102.	During the past 12 months, how many times did other students spread mean rumors or lies about you on the internet (i.e., Facebook™, Instagram™, Snapchat™, email, instant message)?				
	A) 0 times (never)				
	B) 1 time				
	C) 2–3 times				
	D) 4 or more times				
103.	Do you consider yourself a member of a gang?				
	A) No				
	B) Yes				
104.	During the past 12 months, did you ever feel so sad or hopeless almost everyday for two weeks or more that you stopped doing some usual activities?				
	A) No				
	B) Yes				
105.	Did you eat breakfast today?				
	A) No				
	B) Yes				
106.	How many questions in this survey did you answer honestly?				
	A) All of them				
	B) Most of them				
	C) Only some of them				
	D) Hardly any				

Core Module

107. Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?
- A) No
 - B) Yes
 - C) Don't know
108. Which of the following best describes you? *(Mark All That Apply.)*
- A) Heterosexual (straight)
 - B) Gay or Lesbian
 - C) Bisexual
 - D) Transgender
 - E) Not sure
 - F) Decline to respond

Core Module

High School Questionnaire

2016-2017

This survey asks about your behavior, experiences, and attitudes related to your school, health, and well-being. It includes questions about use of alcohol, tobacco, and other drugs, and about bullying and violence.

You do not have to answer these questions, but your answers will be very helpful in improving school and health programs. **You will be able to answer** whether or not you have done or experienced any of these things.

Please do not write your name on this form or the answer sheet. Do not identify yourself in any other way.

Please mark all of your answers on the answer sheet. Fill in the bubbles neatly with a **#2 pencil**. Do not write on the questionnaire. Mark only one answer unless told to ***“Mark All That Apply.”***

This survey asks about things you may have done during different periods of time, such as during your **lifetime** (you ever did something), or the past **12 months**, or **30 days**. Each provides different information. Please pay careful attention to these time periods.

Thank you for taking this survey!

Core Module

Begin by writing your school's name at the top of the answer sheet.

1. Fill in the bubble for the letter "H."
2. Fill in the bubble for the letter "J."

Next, we would like some background information about you.

3. What is your sex?
 - A) Male
 - B) Female
4. What grade are you in?

<ol style="list-style-type: none">A) 6th gradeB) 7th gradeC) 8th gradeD) 9th gradeE) 10th grade	<ol style="list-style-type: none">F) 11th gradeG) 12th gradeH) Other gradeI) Ungraded
---	--
5. Are you of Hispanic or Latino origin?
 - A) No
 - B) Yes
6. What is your race?

<ol style="list-style-type: none">A) American Indian or Alaska NativeB) AsianC) Black or African American	<ol style="list-style-type: none">D) Native Hawaiian or Pacific IslanderE) WhiteF) Mixed (two or more) races
---	--

Core Module

7. If you are Asian or Pacific Islander, which groups best describe you? *(Mark All That Apply.)*
If you are not of Asian/Pacific Islander background, mark "A) Does not apply."
- | | |
|---|--|
| A) Does not apply; I am not Asian or Pacific Islander | H) Korean |
| B) Asian Indian | I) Laotian |
| C) Cambodian | J) Vietnamese |
| D) Chinese | K) Native Hawaiian, Guamanian, Samoan, Tahitian, or other Pacific Islander |
| E) Filipino | L) Other Asian |
| F) Hmong | |
| G) Japanese | |
8. What best describes where you live? A home includes a house, apartment, trailer, or mobile home.
- | | |
|--|---|
| A) A home with one or more parents or guardian | E) Foster home, group care, or waiting placement |
| B) Other relative's home | F) Hotel or motel |
| C) A home with more than one family | G) Shelter, car, campground, or other transitional or temporary housing |
| D) Friend's home | H) Other living arrangement |
9. What is the highest level of education your parents or guardians completed? *(Mark the educational level of the parent or guardian who went the furthest in school.)*
- | | |
|---|---------------------------|
| A) Did not finish high school | D) Graduated from college |
| B) Graduated from high school | E) Don't know |
| C) Attended college but did not complete four-year degree | |
10. Do you receive free or reduced-price lunches at school? *(Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.)*
- A) No
B) Yes
C) Don't know
11. In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?
- A) No
B) Yes
C) Don't know

Core Module

12. What language is spoken most of the time in your home?

- | | |
|--------------|---------------|
| A) English | F) Tagalog |
| B) Spanish | G) Vietnamese |
| C) Mandarin | H) Korean |
| D) Cantonese | I) Other |
| E) Taiwanese | |

How well do you understand, speak, read, and write English?

	Very Well	Well	Not Well	Not At All
13. Understand English	A	B	C	D
14. Speak English	A	B	C	D
15. Read English	A	B	C	D
16. Write English	A	B	C	D

17. How many days a week do you usually go to your school's after school program?

- | | |
|-----------|-----------|
| A) 0 days | E) 4 days |
| B) 1 day | F) 5 days |
| C) 2 days | |
| D) 3 days | |

18. During the past 12 months, how would you describe the grades you mostly received in school?

- | | |
|----------------|----------------|
| A) Mostly A's | E) Mostly C's |
| B) A's and B's | F) C's and D's |
| C) Mostly B's | G) Mostly D's |
| D) B's and C's | H) Mostly F's |

19. During the past 12 months, about how many times did you skip school or cut classes?

- | | |
|----------------|--------------------------|
| A) 0 times | D) Once a month |
| B) 1–2 times | E) Once a week |
| C) A few times | F) More than once a week |

Core Module

20. In the past 30 days, did you miss school for any of the following reasons? (*Mark All That Apply.*)

- | | |
|---|---|
| A) Does not apply, I didn't miss any school | H) Wanted to spend time with friends who don't go to your school |
| B) Illness (feeling physically sick), including problems with breathing or your teeth | I) Wanted to use alcohol or drugs |
| C) Felt very sad, hopeless, anxious, stressed, or angry | J) Were behind in schoolwork or weren't prepared for a test or class assignment |
| D) Didn't get enough sleep | K) Were bored with or uninterested in school |
| E) Didn't feel safe at school | L) Were suspended |
| F) Had to work | M) Other reason |
| G) Had to take care of or help a family member or friend | |

How strongly do you agree or disagree with the following statements?

		Strongly Disagree	Disagree	Neither Disagree Nor Agree	Agree	Strongly Agree
21.	I feel close to people at this school.	A	B	C	D	E
22.	I am happy to be at this school.	A	B	C	D	E
23.	I feel like I am part of this school.	A	B	C	D	E
24.	The teachers at this school treat students fairly.	A	B	C	D	E
25.	I feel safe in my school.	A	B	C	D	E
26.	My school is usually clean and tidy.	A	B	C	D	E
27.	Teachers at this school communicate with parents about what students are expected to learn in class.	A	B	C	D	E
28.	Parents feel welcome to participate at this school.	A	B	C	D	E
29.	School staff takes parent concerns seriously.	A	B	C	D	E
30.	I try hard to make sure that I am good at my schoolwork.	A	B	C	D	E
31.	I try hard at school because I am interested in my work.	A	B	C	D	E
32.	I work hard to try to understand new things at school.	A	B	C	D	E
33.	I am always trying to do better in my schoolwork.	A	B	C	D	E

Core Module

Please mark on your answer sheet how TRUE you feel each of the following statements is about your SCHOOL and things you might do there.

At my school, there is a teacher or some other adult ...

	Not At All True	A Little True	Pretty Much True	Very Much True
34. who really cares about me.	A	B	C	D
35. who tells me when I do a good job.	A	B	C	D
36. who notices when I'm not there.	A	B	C	D
37. who always wants me to do my best.	A	B	C	D
38. who listens to me when I have something to say.	A	B	C	D
39. who believes that I will be a success.	A	B	C	D

At school, ...

	Not At All True	A Little True	Pretty Much True	Very Much True
40. I do interesting activities.	A	B	C	D
41. I help decide things like class activities or rules.	A	B	C	D
42. I do things that make a difference.	A	B	C	D

Core Module

The next questions ask about the use of alcohol, tobacco, marijuana, and other drugs, including pills or medications, to get “high” or for reasons other than medical (*without a doctor’s order*).

Keep the following definitions in mind:

- **One drink of ALCOHOL**, or alcoholic drink (beverage), means one regular size can/bottle of beer or wine cooler, one glass of wine, one mixed drink, or one shot glass of liquor.
- Questions about alcohol do **not** include drinking a few sips of wine for religious purposes.
- **DRUG** means any substance other than alcohol or tobacco, including pills and medications, used to get “high” (“loaded,” “stoned,” or “wasted”) or for purposes other than prescribed by a doctor.

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
43.	A whole cigarette	A	B	C	D	E	F
44.	Smokeless tobacco (dip, chew, or snuff)	A	B	C	D	E	F
45.	Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens	A	B	C	D	E	F
46.	One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)	A	B	C	D	E	F
47.	Marijuana (pot, weed, grass, hash, bud)	A	B	C	D	E	F
48.	Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)	A	B	C	D	E	F
49.	Cocaine, Methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)	A	B	C	D	E	F
50.	Derbisol (DB, derbs, dirt)	A	B	C	D	E	F
51.	Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms)	A	B	C	D	E	F
52.	Prescription pain medication (Vicodin™, OxyContin™, Percodan™, Lortab™), tranquilizers, or sedatives (Xanax™, Ativan™)	A	B	C	D	E	F
53.	Diet Pills (Didrex, Dexedrine, Zinadrine, Skittles, M&M’s)	A	B	C	D	E	F
54.	Ritalin™ or Adderall™ (JIF, R-ball, Skipppy) or other prescription stimulant	A	B	C	D	E	F

Core Module

During your life, how many times have you used the following substances?

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
55.	Cold/Cough Medicines (Triple-C's, Coricidin Cough, Sudafed, TheraFlu, Tylenol Cough) or other over-the-counter medicines	A	B	C	D	E	F
56.	Any other drug, pill, or medicine to get "high" or for other than medical reasons	A	B	C	D	E	F

During your life, how many times have you been ...

		Number of Times					
		0 Times	1 Time	2 Times	3 Times	4–6 Times	7 or More Times
57.	very drunk or sick after drinking alcohol?	A	B	C	D	E	F
58.	"high" (loaded, stoned, or wasted) from using drugs?	A	B	C	D	E	F
59.	drunk on alcohol or "high" on drugs <u>on school property</u> ?	A	B	C	D	E	F

During the past 30 days, on how many days did you use ...

		0 Days	1 Day	2 Days	3–9 Days	10–19 Days	20–30 Days
60.	cigarettes?	A	B	C	D	E	F
61.	smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
62.	electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
63.	at least one drink of alcohol?	A	B	C	D	E	F
64.	five or more drinks of alcohol in a row, that is, within a couple of hours?	A	B	C	D	E	F
65.	marijuana (pot, weed, grass, hash, bud)?	A	B	C	D	E	F
66.	inhalants (things you sniff, huff, or breathe to get "high")?	A	B	C	D	E	F
67.	prescription medications to get "high" or for reasons other than prescribed (such as Vicodin™, OxyContin™, Percodan™, Ritalin™, Adderall™, Xanax™)?	A	B	C	D	E	F
68.	any other drug, pill, or medicine to get "high" or for other than medical reasons?	A	B	C	D	E	F
69.	two or more substances at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?	A	B	C	D	E	F

Core Module

During the past 30 days, on how many days on school property did you ...

	0 Days	1 Day	2 Days	3 – 9 Days	10 – 19 Days	20 – 30 Days
70. smoke cigarettes?	A	B	C	D	E	F
71. use smokeless tobacco (dip, chew, or snuff)?	A	B	C	D	E	F
72. use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	A	B	C	D	E	F
73. have at least one drink of alcohol?	A	B	C	D	E	F
74. smoke marijuana?	A	B	C	D	E	F
75. use any other drug, pill, or medicine to get “high” or for other than medical reasons?	A	B	C	D	E	F

How much do people risk harming themselves physically and in other ways when they do the following?

	Great	How Much Risk or Harm		None
		Moderate	Slight	
76. Smoke cigarettes occasionally	A	B	C	D
77. Smoke 1–2 packs of cigarettes each day	A	B	C	D
78. Drink alcohol occasionally	A	B	C	D
79. Have five or more drinks of an alcoholic beverage once or twice a week	A	B	C	D
80. Smoke marijuana occasionally	A	B	C	D
81. Smoke marijuana once or twice a week	A	B	C	D

How difficult is it for students in your grade to get any of the following substances if they really want them?

	Very Difficult	Fairly Difficult	Fairly Easy	Very Easy	Don't Know
82. Cigarettes	A	B	C	D	E
83. Alcohol	A	B	C	D	E
84. Marijuana	A	B	C	D	E

How many times have you tried to quit or stop using ...

	Does Not Apply, Don't Use	0 Times	1 Time	2–3 Times	4 or More Times
85. cigarettes?	A	B	C	D	E
86. alcohol?	A	B	C	D	E
87. marijuana?	A	B	C	D	E

Core Module

88. During your life, how many times have you ever driven a car when you had been drinking alcohol, or been in a car driven by a friend when he or she had been drinking?

A) Never
 B) 1 time
 C) 2 times
 D) 3 to 6 times
 E) 7 or more times

Next are questions about violence, safety, harassment, & bullying on school property.

89. How safe do you feel when you are at school?

A) Very safe
 B) Safe
 C) Neither safe nor unsafe
 D) Unsafe
 E) Very unsafe

*During the past **12 months**, how many times on school property have you ...*

		Happened on School Property			
		0 Times	1 Time	2 to 3 Times	4 or More Times
90.	been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?	A	B	C	D
91.	been afraid of being beaten up?	A	B	C	D
92.	been in a physical fight?	A	B	C	D
93.	had mean rumors or lies spread about you?	A	B	C	D
94.	had sexual jokes, comments, or gestures made to you?	A	B	C	D
95.	been made fun of because of your looks or the way you talk?	A	B	C	D
96.	had your property stolen or deliberately damaged, such as your car, clothing, or books?	A	B	C	D
97.	been offered, sold, or given an illegal drug?	A	B	C	D
98.	damaged school property on purpose?	A	B	C	D
99.	carried a gun?	A	B	C	D
100.	carried any other weapon (such as a knife or club)?	A	B	C	D
101.	been threatened or injured with a weapon (gun, knife, club, etc.)?	A	B	C	D
102.	seen someone carrying a gun, knife, or other weapon?	A	B	C	D
103.	been threatened with harm or injury?	A	B	C	D
104.	been made fun of, insulted, or called names?	A	B	C	D

Core Module

During the past **12 months**, how many times on school property were you harassed or bullied for any of the following reasons? [You were **bullied** if you were shoved, hit, threatened, called mean names, teased, or had other unpleasant physical or verbal things done to you repeatedly or in a severe way. It is **not bullying** when two students of about the same strength quarrel or fight.]

		0 Times	1 Time	2 to 3 Times	4 or More Times
105.	Your race, ethnicity, or national origin	A	B	C	D
106.	Your religion	A	B	C	D
107.	Your gender (being male or female)	A	B	C	D
108.	Because you are gay or lesbian or someone thought you were	A	B	C	D
109.	A physical or mental disability	A	B	C	D
110.	Any other reason	A	B	C	D
111.	During the past 12 months , how many times did other students spread mean rumors or lies about you on the internet (i.e., Facebook™, Instagram™, Snapchat™, email, instant message)?				
	A) 0 times (never)				
	B) 1 time				
	C) 2–3 times				
	D) 4 or more times				
112.	Do you consider yourself a member of a gang?				
	A) No				
	B) Yes				
113.	During the past 12 months , did you ever feel so sad or hopeless almost everyday for two weeks or more that you stopped doing some usual activities?				
	A) No				
	B) Yes				
114.	During the past 12 months , did you ever seriously consider attempting suicide?				
	A) No				
	B) Yes				
115.	Did you eat breakfast today?				
	A) No				
	B) Yes				
116.	How many questions in this survey did you answer honestly?				
	A) All of them				
	B) Most of them				
	C) Only some of them				
	D) Hardly any				

Core Module

117. Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?
- A) No
 - B) Yes
 - C) Don't know
118. Which of the following best describes you? (*Mark All That Apply.*)
- A) Heterosexual (straight)
 - B) Gay or Lesbian
 - C) Bisexual
 - D) Transgender
 - E) Not sure
 - F) Decline to respond

Resilience & Youth Development Module

SUPPLEMENT 1

Please mark on your answer sheet how you feel about each of the following statements.

How true do you feel these statements are about you personally?

		Not At All True	A Little True	Pretty Much True	Very Much True
W1.	I have high goals and expectations for myself.	A	B	C	D
W2.	I plan to graduate from high school.	A	B	C	D
W3.	I plan to go to college or some other school after high school.	A	B	C	D
W4.	I am looking forward to a successful career.	A	B	C	D
W5.	I know where to go for help with a problem.	A	B	C	D
W6.	I try to work out problems by talking or writing about them.	A	B	C	D
W7.	I can work out my problems.	A	B	C	D
W8.	I don't expect very much of myself in the future.	A	B	C	D
W9.	I can do most things if I try.	A	B	C	D
W10.	I can work with someone who has different opinions than mine.	A	B	C	D
W11.	There are many things that I do well.	A	B	C	D
W12.	I listen to other students' ideas.	A	B	C	D
W13.	I feel bad when someone gets their feelings hurt.	A	B	C	D
W14.	I try to understand what other people go through.	A	B	C	D
W15.	When I need help, I find someone to talk with.	A	B	C	D
W16.	I enjoy working together with other students on class activities.	A	B	C	D
W17.	When I work in school groups, I do my fair share.	A	B	C	D
W18.	I stand up for myself without putting others down.	A	B	C	D
W19.	I try to understand how other people feel and think.	A	B	C	D
W20.	I trust my ability to solve difficult problems.	A	B	C	D
W21.	There is a purpose to my life.	A	B	C	D
W22.	I understand my moods and feelings.	A	B	C	D
W23.	I understand why I do what I do.	A	B	C	D

Resilience & Youth Development Module

SUPPLEMENT 1

How true are these statements about your FRIENDS?

I have a friend about my own age ...

	Not At All True	A Little True	Pretty Much True	Very Much True
W24. who really cares about me.	A	B	C	D
W25. who talks with me about my problems.	A	B	C	D
W26. who helps me when I'm having a hard time.	A	B	C	D

My friends ...

	Not At All True	A Little True	Pretty Much True	Very Much True
W27. get into a lot of trouble.	A	B	C	D
W28. try to do what is right.	A	B	C	D
W29. do well in school.	A	B	C	D

How true are these statements about your HOME or the ADULTS WITH WHOM YOU LIVE?

In my home, there is a parent or some other adult ...

	Not At All True	A Little True	Pretty Much True	Very Much True
W30. who expects me to follow the rules.	A	B	C	D
W31. who is interested in my schoolwork.	A	B	C	D
W32. who believes that I will be a success.	A	B	C	D
W33. who talks with me about my problems.	A	B	C	D
W34. who always wants me to do my best.	A	B	C	D
W35. who listens to me when I have something to say.	A	B	C	D

Resilience & Youth Development Module

SUPPLEMENT 1

At home, ...

	Not At All True	A Little True	Pretty Much True	Very Much True
W36. I do fun things or go fun places with my parents or other adults.	A	B	C	D
W37. I do things that make a difference.	A	B	C	D
W38. I help make decisions with my family.	A	B	C	D

The next statements are about what might occur outside your school or home, such as in your NEIGHBORHOOD, COMMUNITY, or with an ADULT other than your parents or guardian.

Outside of my home and school, there is an adult ...

	Not At All True	A Little True	Pretty Much True	Very Much True
W39. who really cares about me.	A	B	C	D
W40. who tells me when I do a good job.	A	B	C	D
W41. who notices when I am upset about something.	A	B	C	D
W42. who believes that I will be a success.	A	B	C	D
W43. who always wants me to do my best.	A	B	C	D
W44. whom I trust.	A	B	C	D

Outside of my home and school, ...

	Not at All True	A Little True	Pretty Much True	Very Much True
W45. I am part of clubs, sports teams, church/temple, or other group activities.	A	B	C	D
W46. I am involved in music, art, literature, sports, or a hobby.	A	B	C	D
W47. I help other people.	A	B	C	D

2016-17

This survey is designed to provide schools with data useful for fostering a positive learning and working environment that promotes academic success among all students. Several questions have been added this year related to closing the racial/ethnic achievement gap, staff working conditions, and special education. Your survey participation is very important to insure accurate and useful data.

The first part of this survey is for all staff and should take less than 15 minutes to complete. The second part is only for staff who provide services or instruction related to health, prevention, discipline, counseling, and/or safety.

- Answer the questions based on your experiences only at the school that asked you to complete it, not your experiences with the district overall or another school where you might also work.
- Questions about staff or adults at the school refer to ALL staff — administrators, teachers, teaching assistants, counselors, and all other certificated and classified staff.

All responses are anonymous and confidential. A few questions ask for personal information, such as the work you do at the school, how long you have done it, and your race/ethnicity. But the survey reports provided to your district contain only percentages for all respondents combined. If there are less than 5 respondents in any group, that data are not made available.

Thank you for taking this survey!

**Note: This survey is typically administered online. This PDF is provided for review only.
Please do not administer without permission.**

SECTION 1

1. What is your role(s) at this school? *(Mark All That Apply.)*
- | | |
|--|--|
| A) Teacher in grade 5 or above | H) Paraprofessional, teacher assistant, or instructional aide |
| B) Teacher in grade 4 or below | I) Other certificated staff (e.g., librarian) |
| C) Special education teacher | J) Other classified staff (e.g., janitor, secretarial or clerical, food service) |
| D) Administrator | K) Other service provider (e.g., speech, occupational, physical therapist) |
| E) Prevention staff nurse, or health aide | |
| F) Counselor, psychologist | |
| G) Police, resource officer, or safety personnel | |
2. Do you provide services to the following types of students? *(Mark All That Apply.)*
- A) Migrant education
B) Special education
C) English language learners
D) None of the above
3. How many years have you worked, in any position, at this school?
- A) Less than one year
B) 1 to 2 years
C) 3 to 5 years
D) 6 to 10 years
E) Over 10 years
4. How many years have you worked at any school in your current position (e.g., teacher, counselor, administrator, food service)?
- A) Less than one year
B) 1 to 2 years
C) 3 to 5 years
D) 6 to 10 years
E) Over 10 years
5. What is your race or ethnicity?
- A) African American (Not Hispanic)
B) American Indian or Alaska Native
C) Asian or Pacific Islander
D) White (Not Hispanic)
E) Hispanic or Latino/a
F) Other or Multi-ethnic

Please indicate how much you agree or disagree with the following statements about this school. If the question is not applicable to your job, and you could not know enough to answer it, mark "Not Applicable."

This school ...

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
6.	is a supportive and inviting place for students to learn.	A	B	C	D	E
7.	sets high standards for academic performance for all students.	A	B	C	D	E
8.	promotes academic success for all students.	A	B	C	D	E
9.	emphasizes helping students academically when they need it.	A	B	C	D	E
10.	provides adequate counseling and support services for students.	A	B	C	D	E
11.	emphasizes teaching lessons in ways relevant to students.	A	B	C	D	E
12.	is a supportive and inviting place for staff to work.	A	B	C	D	E
13.	promotes trust and collegiality among staff.	A	B	C	D	E
14.	provides the materials, resources, and training (professional development) needed to do your job effectively.	A	B	C	D	E
15.	provides the materials, resources, and training (professional development) needed to work with special education (IEP) students.	A	B	C	D	E
16.	encourages opportunities for students to decide things like class activities or rules.	A	B	C	D	E
17.	gives all students equal opportunity to participate in classroom discussions or activities.	A	B	C	D	E
18.	gives all students equal opportunity to participate in numerous extracurricular and enrichment activities.	A	B	C	D	E
19.	gives students opportunities to "make a difference" by helping other people, the school, or the community (e.g., service learning).	A	B	C	D	E
20.	encourages students to enroll in rigorous courses (such as honors and AP), regardless of their race, ethnicity, or nationality.	A	B	C	D	E
21.	emphasizes using instructional materials that reflect the culture or ethnicity of its students.	A	B	C	D	E
22.	has staff examine their own cultural biases through professional development or other processes.	A	B	C	D	E
23.	considers closing the racial/ethnic achievement gap a high priority.	A	B	C	D	E

This school ...

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
24.	fosters an appreciation of student diversity and respect for each other.	A	B	C	D	E
25.	emphasizes showing respect for all students' cultural beliefs and practices.	A	B	C	D	E
26.	clearly communicates to students the consequences of breaking school rules.	A	B	C	D	E
27.	handles discipline problems fairly.	A	B	C	D	E
28.	effectively handles student discipline and behavioral problems.	A	B	C	D	E
29.	is a safe place for students.	A	B	C	D	E
30.	is a safe place for staff.	A	B	C	D	E
31.	is welcoming to and facilitates parent involvement.	A	B	C	D	E
32.	has clean and well-maintained facilities and property.	A	B	C	D	E

How many adults at this school ...

		Nearly All Adults	Most Adults	Some Adults	Few Adults	Almost None
33.	really care about every student?	A	B	C	D	E
34.	acknowledge and pay attention to students?	A	B	C	D	E
35.	want every student to do their best?	A	B	C	D	E
36.	listen to what students have to say?	A	B	C	D	E
37.	believe that every student can be a success?	A	B	C	D	E
38.	treat all students fairly?	A	B	C	D	E
39.	treat every student with respect?	A	B	C	D	E
40.	have close professional relationships with one another?	A	B	C	D	E
41.	support and treat each other with respect?	A	B	C	D	E
42.	feel a responsibility to improve this school?	A	B	C	D	E
43.	work hard to ensure a safe and supportive learning environment?	A	B	C	D	E

Do you feel that you need more professional development, training, mentorship, or other support to do your job in any of the following areas? If the indicated training is not needed for your job, mark "Not Applicable."

Area of Professional Development		Yes	No	Not Applicable
44.	meeting academic standards	A	B	C
45.	evidence-based methods of instruction	A	B	C
46.	positive behavioral support and classroom management	A	B	C
47.	working with diverse racial, ethnic, or cultural groups	A	B	C
48.	culturally relevant pedagogy for the school's student population	A	B	C
49.	serving English language learners	A	B	C
50.	closing the achievement gap	A	B	C
51.	serving special education (IEP) students	A	B	C
52.	meeting the social, emotional, and developmental needs of youth (e.g., resilience promotion)	A	B	C
53.	creating a positive school climate	A	B	C

Based on your experience, how many students at this school ...

	Nearly All Students	Most Students	Some Students	Few Students	Almost None
54.	A	B	C	D	E
55.	A	B	C	D	E
56.	A	B	C	D	E
57.	A	B	C	D	E

The next questions ask for your opinions about problems you may have experienced in doing your job at this school.

How much of a problem AT THIS SCHOOL is ...

		Insignificant Problem	Mild Problem	Moderate Problem	Severe Problem
58.	student alcohol and drug use?	A	B	C	D
59.	student tobacco use?	A	B	C	D
60.	harassment or bullying among students?	A	B	C	D
61.	physical fighting between students?	A	B	C	D
62.	disruptive student behavior?	A	B	C	D
63.	racial/ethnic conflict among students?	A	B	C	D
64.	student depression or other mental health problems?	A	B	C	D
65.	lack of respect of staff by students	A	B	C	D
66.	cutting classes or being truant?	A	B	C	D
67.	gang-related activity?	A	B	C	D
68.	weapons possession?	A	B	C	D
69.	vandalism (including graffiti)?	A	B	C	D
70.	theft?	A	B	C	D

This school ...

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
71.	promotes personnel participation in decision-making that affects school practices and policies.	A	B	C	D	E
72.	motivates students to learn.	A	B	C	D	E
73.	provides the supports needed for teaching culturally and linguistically diverse students.	A	B	C	D	E
74.	encourages parents to be active partners in educating their child.	A	B	C	D	E
75.	uses objective data such as surveys, truancy counts, and test scores in making school improvement decisions.	A	B	C	D	E
76.	takes steps to minimize paper work.	A	B	C	D	E
77.	provides adequate benefits (e.g., salary, fringe benefits, and retirement options) to support my continued employment.	A	B	C	D	E
78.	provides relevant training for paraprofessionals.	A	B	C	D	E
79.	provides complete state adopted instructional materials for students with IEPs.	A	B	C	D	E

Please indicate how much you agree or disagree with the following statements about your school.

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
80.	Teachers here make it clear to students that bullying is not tolerated.	A	B	C	D	E
81.	If a student was bullied, he or she would tell one of the teachers or staff at school.	A	B	C	D	E
82.	Students tell teachers when other students are being bullied.	A	B	C	D	E
83.	If a students tells a teacher that someone is bullying her or him, the teacher will do something to help.	A	B	C	D	E
84.	Students here try to stop bullying when they see it happening.	A	B	C	D	E
85.	There is a lot of tension in this school between people of different cultures, races, or ethnicities.	A	B	C	D	E
86.	Students in this school respect each other's differences (e.g., gender, race, culture, sexual orientation).	A	B	C	D	E
87.	Adults in this school respect differences in students (e.g., gender, race, culture, sexual orientation).	A	B	C	D	E
88.	Teachers show that they think it is important for students of different races and cultures at this school to get along with each other.	A	B	C	D	E
89.	Students enjoy spending time together during school activities.	A	B	C	D	E
90.	Students enjoy collaborating on projects in class.	A	B	C	D	E
91.	Students care about one another.	A	B	C	D	E
92.	Students treat each other with respect.	A	B	C	D	E
93.	Students get along well with one another.	A	B	C	D	E
94.	This school encourages students to feel responsible for how they act.	A	B	C	D	E
95.	Students are often given rewards for being good.	A	B	C	D	E

Please indicate how much you agree or disagree with the following statements about your school.

		Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
96.	This school encourages students to understand how others think and feel.	A	B	C	D	E
97.	Students are taught that they can control their own behavior.	A	B	C	D	E
98.	This school help students solve conflicts with one another.	A	B	C	D	E
99.	This school encourages students to care about how others feel.	A	B	C	D	E
100.	Teachers go out of their way to help students.	A	B	C	D	E
101.	Classes challenge students.	A	B	C	D	E
102.	Adults at this school treat all students with respect.	A	B	C	D	E
103.	The school rules are fair.	A	B	C	D	E
104.	Students in this school are well-behaved.	A	B	C	D	E
105.	The rules in the school are too strict.	A	B	C	D	E
106.	It is easy for students to get kicked out of class or get suspended.	A	B	C	D	E
107.	Students get in trouble for breaking small rules.	A	B	C	D	E
108.	Teachers are very strict here.	A	B	C	D	E
109.	Rules in this school are made clear to students.	A	B	C	D	E
110.	Students know how they are expected to act.	A	B	C	D	E
111.	Students know what the rules are.	A	B	C	D	E
112.	This school makes it clear how students are expected to act.	A	B	C	D	E
113.	Teachers at this school communicate with parents about what their children are expected to learn in class.	A	B	C	D	E
114.	Parents feel welcome to participate at this school.	A	B	C	D	E
115.	School staff take parents' concerns seriously.	A	B	C	D	E
116.	Do you have responsibilities for services or instruction related to health, prevention, discipline, counseling and/or safety?					
	A) Yes					
	B) No					

SECTION 2

The following questions are **ONLY** for staff at this school who have responsibilities for services or instruction related to health, prevention, discipline, counseling, and/or safety. If you have such responsibilities, continue through this module. (If not, you have finished the survey. Thank you for your participation.)

How much do you agree with the following statements about this school?

This school ...

		Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
1.	collaborates well with community organizations to help address substance use or other problems among youth.	A	B	C	D	E
2.	collaborates well with law enforcement organizations.	A	B	C	D	E
3.	has sufficient resources to create a safe campus.	A	B	C	D	E
4.	has sufficient resources to address substance use prevention needs.	A	B	C	D	E
5.	considers sanctions for student violations of rules and policies on a case-by-case basis with a wide range of options.	A	B	C	D	E
6.	punishes first-time violations of alcohol or other drug policies by at least an out-of-school suspension.	A	B	C	D	E
7.	enforces zero tolerance policies.	A	B	C	D	E
8.	seeks to maintain a secure campus through such means as metal detectors, security guards, or personal searches.	A	B	C	D	E
9.	provides effective confidential support and referral services for students needing help because of substance abuse, violence, or other problems (e.g., a Student Assistance Program).	A	B	C	D	E
10.	considers substance abuse prevention an important goal.	A	B	C	D	E
11.	provides adequate health services for students.	A	B	C	D	E
12.	provides students with healthy food choices.	A	B	C	D	E
13.	emphasizes helping students with their social, emotional, and behavioral problems.	A	B	C	D	E

The next questions ask about this school's health or prevention services and activities.

To what extent does this school ...

	A Lot A	Some B	Not Much C	Not At All D
14. foster youth development, resilience, or asset promotion?	A	B	C	D
15. provide nutritional instruction?	A	B	C	D
16. provide opportunities for physical education and activity?	A	B	C	D
17. provide alcohol or drug use prevention instruction?	A	B	C	D
18. provide tobacco use prevention instruction?	A	B	C	D
19. provide conflict resolution or behavior management instruction?	A	B	C	D
20. provide character education?	A	B	C	D
21. provide harassment or bullying prevention?	A	B	C	D
22. provide services for students with disabilities or other special needs?	A	B	C	D

FOR REFERENCE ONLY
DO NOT COPY

**Survey for Parents and Guardians
2016-2017**

This survey is an opportunity for you to help this school by sharing your opinions about it. Your opinions are important, and the school is interested in hearing them.

We are particularly interested in your thoughts on this school's efforts to promote academic success and well-being for every student, regardless of race, ethnicity, disability, or other characteristics.

If you have more than one child at this school, please think about the oldest of these children as you answer these questions.

Answer all the questions based on your experiences at this school only. Remember, we appreciate your honest opinions.

Do not write your name on this survey. No one can tell who filled out this survey. Your answers will be completely private and unknown to others.

Please begin by writing the name of the school your child attends on the line below:

School Name: _____

CORRECT MARK	INCORRECT MARK
<input type="radio"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Begin by answering the following questions about yourself and your child.

1. I am a...

- (A) Parent of at least one child at this school
- (B) Grandparent, other relative, and/or legal guardian of a child at this school
- (C) Not applicable, not sure, or decline to answer

2. Is your child in any of these programs? **(Mark all that apply)**

- (A) Migrant Education Program
- (B) Special Education Program or has had an Individual Education Plan (IEP)
- (C) English Language Development (for children learning English)
- (D) Gifted and Talented Education (GATE) or takes Honors/Advanced Placement classes
- (E) Not applicable, not sure, or decline to answer

3. How many years has your child been at this school?

- ☐ A Less than one year
- ☐ B 1 to 2 years
- ☐ C 3 to 5 years
- ☐ D 6 to 10 years
- ☐ E Over 10 years
- ☐ F Not applicable, not sure, or decline to answer

4. What is your race or ethnicity?

- ☐ A American Indian or Alaska Native
- ☐ B Asian or Asian American
- ☐ C Black or African American (Not Hispanic)
- ☐ D Filipino
- ☐ E Hispanic or Latino
- ☐ F Native Hawaiian or Pacific Islander
- ☐ G White (Not Hispanic)
- ☐ H Two or more races/ethnicities
- ☐ I Not applicable, not sure, or decline to answer

5. Does one or more of your children receive a free or reduced-price breakfast or lunch at this school?

- ☐ A No
- ☐ B Yes
- ☐ C Not applicable, not sure, or decline to answer

6. How are you related to your child?

- ☐ (A) Biological parent
- ☐ (B) Adoptive parent
- ☐ (C) Stepparent
- ☐ (D) Foster parent
- ☐ (E) Grandparent
- ☐ (F) Other guardian

7. In what grade is your child?

- | | | |
|---|---|--|
| <input type="radio"/> (A) Kindergarten | <input type="radio"/> (F) 5 th grade | <input type="radio"/> (K) 10 th grade |
| <input type="radio"/> (B) 1 st grade | <input type="radio"/> (G) 6 th grade | <input type="radio"/> (L) 11 th grade |
| <input type="radio"/> (C) 2 nd grade | <input type="radio"/> (H) 7 th grade | <input type="radio"/> (M) 12 th grade |
| <input type="radio"/> (D) 3 rd grade | <input type="radio"/> (I) 8 th grade | <input type="radio"/> (N) Other |
| <input type="radio"/> (E) 4 th grade | <input type="radio"/> (J) 9 th grade | <input type="radio"/> (O) Ungraded |

8. Does one or more of your children participate in this school's afterschool program? (Report for your child that most frequently participates in the afterschool program.)

- ☐ (A) No
- ☐ (B) Yes – 1 day a week
- ☐ (C) Yes – 2 days a week
- ☐ (D) Yes – 3 days a week
- ☐ (E) Yes – 4 days a week
- ☐ (F) Yes – 5 days a week

C A L I F O R N I A *school parent* S U R V E Y

Please indicate how much you agree or disagree with the following statements about this school.

<i>This school...</i>	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know/NA
9. promotes academic success for all students.	①	②	③	④	⑤
10. treats all students with respect.	①	②	③	④	⑤
11. clearly tells students in advance what will happen if they break school rules.	①	②	③	④	⑤
12. encourages all students to enroll in challenging courses regardless of their race, ethnicity, or nationality.	①	②	③	④	⑤
13. gives all students opportunities to "make a difference" by helping other people, the school, or the community.	①	②	③	④	⑤
14. keeps me well-informed about school activities.	①	②	③	④	⑤
15. provides quality counseling or other ways to help students with social or emotional needs.	①	②	③	④	⑤
16. is an inviting place for students to learn.	①	②	③	④	⑤
17. allows input and welcomes parents' contributions.	①	②	③	④	⑤
18. provides students with healthy food choices.	①	②	③	④	⑤
19. communicates the importance of respecting all cultural beliefs and practices.	①	②	③	④	⑤
20. gives my child opportunities to participate in classroom activities.	①	②	③	④	⑤
21. provides instructional materials that reflect my child's culture, ethnicity, and identity.	①	②	③	④	⑤
22. enforces school rules equally for my child and all students.	①	②	③	④	⑤
23. provides quality activities that meet my child's interests and talents, such as sports, clubs, and music.	①	②	③	④	⑤
24. has quality programs for my child's talents, gifts, or special needs.	①	②	③	④	⑤
25. is a safe place for my child.	①	②	③	④	⑤
26. promptly responds to my phone calls, messages, or e-mails.	①	②	③	④	⑤
27. encourages me to be an active partner with the school in educating my child.	①	②	③	④	⑤

Based on your experience, how much of a problem at this school is...

	<u>Not a Problem</u>	<u>Small Problem</u>	<u>Some-what a Problem</u>	<u>Large Problem</u>	<u>Don't Know/NA</u>
28. student tobacco use (cigarette smoking and/or smokeless tobacco such as dip, chew, or snuff)?	①	②	③	④	⑤
29. student use of electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?	①	②	③	④	⑤
30. student alcohol and drug use?	①	②	③	④	⑤
31. harassment or bullying of students?	①	②	③	④	⑤
32. physical fighting between students?	①	②	③	④	⑤
33. racial/ethnic conflict among students?	①	②	③	④	⑤
34. students not respecting staff?	①	②	③	④	⑤
35. gang-related activity?	①	②	③	④	⑤
36. weapons possession?	①	②	③	④	⑤
37. vandalism (including graffiti)?	①	②	③	④	⑤

Please indicate how much you agree or disagree with the following statements about this school.

<i>This school...</i>	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Don't Know/NA</u>
38. actively seeks the input of parents before making important decisions.	①	②	③	④	⑤
39. has clean and well-maintained facilities and properties.	①	②	③	④	⑤
40. provides high quality instruction to my child.	①	②	③	④	⑤
41. motivates students to learn.	①	②	③	④	⑤
42. has a supportive learning environment for my child.	①	②	③	④	⑤
43. has adults that really care about students.	①	②	③	④	⑤
44. has high expectations for all students.	①	②	③	④	⑤

How strongly do you agree or disagree with the following statements?

	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Don't Know/NA</u>
45. Teachers at this school communicate with parents about what students are expected to learn in class.	①	②	③	④	⑤
46. Parents feel welcome to participate at this school.	①	②	③	④	⑤
47. School staff treat me with respect.	①	②	③	④	⑤
48. School staff take parent concerns seriously.	①	②	③	④	⑤
49. School staff are helpful.	①	②	③	④	⑤

Since the beginning of this school year, has any adult in your child's household done any of the following things at your child's school?

	<u>No</u>	<u>Yes</u>
50. Attended a school or class event, such as a play, dance, sports event, or science fair.	①	②
51. Served as a volunteer in this child's classroom or elsewhere in the school.	①	②
52. Attended a general school meeting, for example, an open house, or a back-to-school night.	①	②
53. Attended a meeting of the parent-teacher organization or association.	①	②
54. Gone to a regularly scheduled parent-teacher conference with the child's teacher.	①	②
55. Participated in fundraising for the school.	①	②
56. Served on a school committee.	①	②
57. Met with a guidance counselor in person.	①	②

How well has this child's school been doing the following things during the school year?

	<u>Very Well</u>	<u>Just Okay</u>	<u>Not Very Well</u>	<u>Does Not Do It At All</u>	<u>Don't Know/NA</u>
58. Letting you know how your child is doing in school between report cards.	①	②	③	④	⑤
59. Providing information about how to help your child with homework.	①	②	③	④	⑤
60. Providing information about why your child is placed in particular groups or classes.	①	②	③	④	⑤
61. Providing information on your expected role at your child's school.	①	②	③	④	⑤
62. Providing information on how to help your child plan for college or vocational school.	①	②	③	④	⑤

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Debra Carrillo, Director of Student Support Programs

Date: Wednesday, November 8, 2017

Board Item: Study of Language Immersion K-12 Program

HISTORY

Language Immersion (LI) was established in the District in 1992 and is based on a model that has been in place in North America since the 1960s. LI is a unique educational model where children learn to think, read, write and communicate naturally in two languages. Classes are composed of students who are both native English speakers and native speakers of the target language. Beginning in kindergarten students are taught academic subjects in the target language and English thereby developing proficiency in both languages and resulting in students' biliteracy. There are currently four K-12 LI pathways, with three offering instruction in Spanish and one in Mandarin. In 2015-2016, the District's LI programs served approximately 2,797 students.

School	Year LI Program Began at Site	First Year of School-wide LI
Las Palmas ES	1992	2007
San Juan ES	2004	2008
Viejo ES	2010	2016
Bergeson ES	2012	Language Immersion is one of many programs in secondary schools.
Bernice Ayer MS	2000	
Marco Forster MS	2011	
Newhart MS	2016	
San Clemente HS	2002	
San Juan Hills HS	2013	
Capistrano Valley HS	2016	

Sites were selected for LI based on a variety of factors. The program was first implemented at Las Palmas Elementary School in an effort to boost academic achievement at a site where the majority of students were English learners. Similarly, the program was expanded to San Juan Elementary School with the goal of raising student achievement and increasing the diversity of the school population. Additionally, due to the growing popularity of LI, placing the program at San Juan Elementary School provided another option for families who could not be accommodated at Las Palmas. In 2010, the LI program was expanded to Viejo Elementary School in response to changing demographics, declining enrollment, and the accompanying drop in student achievement. The addition of this program also addressed the desire for a more northern location for LI. The Mandarin Immersion program started due to the interest expressed by a committed

group of parents who desired a program within the District. Factors in choosing the location included Bergeson Elementary School's accessibility as well as its declining enrollment.

Each of the elementary sites first began as programs within a larger school. While Bergeson continues to operate in this way, by 2016 all three Spanish Immersion sites had become schoolwide programs. The expansion to schoolwide programs was in response to factors including the need for restructuring of Program Improvement schools under No Child Left Behind (NCLB) guidance and the growing enrollment demands.

LI students in secondary school attend sites in which the LI program is one of several programs offered. In both middle and high schools, students take a required number of courses in the target language in addition to all other grade level requirements.

BACKGROUND INFORMATION

Language Immersion Models

The Center for Applied Linguistics (www.cal.org) defines the characteristics of Two-Way Immersion programs as follows:

- At least 50 percent of instruction is provided in the partner language (e.g. Spanish) at all elementary grade levels to all students
- The program extends at least five years, preferably K-12 or PreK-12
- Literacy and content are taught in both the partner language and English over the course of the program
- Instruction is delivered in one language at a time without translation

The most common program models are shown below.

90/10 program			50/50 program		
	% of instruction in the partner language	% of instruction in English		% of instruction in the partner language	% of instruction in English
K	90	10	K	50	50
1	80	20	1	50	50
2	70	30	2	50	50
3	60	40	3	50	50
4	50	50	4	50	50
5	50	50	5	50	50

Note: Instructional time includes special classes (art, music, physical education). Some programs also include recess and lunch in the calculation of time in the partner language and English.

Another aspect of this dual language model is student enrollment by primary language. According to the California Department of Education (CDE) “the ideal ratio of English learners to English speakers is 50:50, but to stay within the program design, the recommendation of many practitioners is that the ratio should never go below 33 percent for either language group. A school may however, under certain circumstances, choose to select a bilingual maintenance or heritage language model for developing bilingualism” for schools with a greater population of Spanish speakers. Alternatively, schools with a greater number of English speakers may select to become a One-way Immersion program.

One-way Immersion: The majority of students have limited to no proficiency in the target language

Bilingual Maintenance: Academic study and literacy development take place in both the home language and English in a school where the majority of students enrolled are English learners

Heritage Language: Language minority students are English dominant and desire to learn the heritage language in grades K-12

Language Immersion Models within the District

At its inception, Spanish LI in the District was a Two Way Immersion program built upon the 90:10 instructional model. In this model, students in kindergarten spend 90 percent of their day in the target language (Spanish) and 10 percent in English. However, due to concerns regarding student achievement, the program was later changed to an 80/20 instructional model as detailed in the table below. Bergeson is a One-way Mandarin Immersion program and follows a similar 80/20 instructional model, also shown below. With the different models in elementary, and the transition to secondary also employing different models, the program as a whole is referred to as *Language Immersion (LI)*, rather than *Two Way Immersion (TWI)* as it has most commonly been referred to in past years. Two Way Immersion is specifically used to refer to the Spanish Immersion elementary program.

CUSD Elementary Language Immersion Model

Spanish Immersion Two Way Immersion	Mandarin Immersion One Way Immersion
--	---

	% of instruction in Spanish	% of instruction in English		% of instruction in Mandarin	% of instruction in English
K	80	20	K	80	20
1	80	20	1	80	20
2	70	30	2	70	30
3	60	40	3	50	50
4	50	50	4	50	50
5	50	50	5	50	50

For the majority of LI students at the secondary level, the instructional model is as follows:

Grade	Spanish Immersion		Mandarin Immersion	
	Spanish	English	Mandarin	English
6	Social Studies Science SLA	All other courses	Social Studies MLA	All other courses
7	Social Studies SLA	All other courses	*Social Studies *MLA	All other courses
8	SLA	All other courses	*MLA	All other courses
9-12	1 Content SS Course 4 years Spanish/Foreign Language	All other courses	*1 Content SS Course *4 years Mandarin/Foreign Language	All other courses

*Number of classes planned for the first Mandarin Immersion 7th grade class in 2018-2019

The LI model recommends a 50/50 balance between the primary languages of students enrolled. The percentage for each class is established with kindergarten registration and may change with matriculation of program participants. As demonstrated in the table below, the enrollment percentages at each of the elementary Spanish Immersion sites deviate from the model's recommendation.

Kindergarten Enrollment (English Learner (EL) and English Only (EO))

School	2015-2016		2016-2017		2017-2018	
	EL	EO	EL	EO	EL	EO
Bergeson	9%	91%	23%	77%	28%	72%
Las Palmas	47%	53%	39%	61%	36%	64%
San Juan	62%	38%	66%	34%	61%	39%
Viejo	53%	47%	56%	44%	52%	48%

Revision of Board Policy

On April 13, 2017, a revision to Board Policy 5119, *School of Choice*, was approved to remove LI from the School of Choice (SOC) process. Prior to this revision, LI participation was not guaranteed and those residing outside the boundaries of the LI schools experienced angst in anticipation of acceptance or denial of their SOC application. This change in policy resulted in regional K-12 matriculation patterns for the Immersion program and established registration priority criteria for kindergarten enrollment. Once admitted, LI students are now guaranteed K-12 program participation and need not reapply at the time of matriculation. The Board policy outlined procedures to support site administration in enrolling both neighborhood students as well as those applying to this specialized program. Schools maintain a degree of autonomy as they market their programs and enroll incoming kindergartners. Schools receive centralized support with registration recordkeeping, parent communication and matriculation procedures.

The Spanish Immersion program is the sole program offered at three elementary sites. The enrollment priority of neighborhood students at these sites impacts registration that is in alignment with the program design of 50 percent English speakers and 50 percent Spanish speakers. Although registration practices are largely consistent across all sites, the demographics of each school community has impacted the composition of students at each site and contributed to an imbalance of Spanish and English speakers. This imbalance differs at each site as noted in the table above.

Parent Meetings

In response to parent concerns, a LI Parent Advisory Committee (LIPAC) was assembled to address specific issues related to the LI program. This advisory committee is comprised of District personnel and the administrator, one teacher and several parent representatives from each LI school. The function of this committee is to foster communication and transparency amongst stakeholders and to seek input regarding varied aspects of the program. Topics previously addressed by the LIPAC include: registration, matriculation, revision of the Board policy, matriculation of the Mandarin Immersion program, secondary course offerings and communication between parents, schools and the District. The LIPAC met six times throughout the 2016-2017 school year, exclusive of weekly meetings with a Mandarin parent subcommittee held in September and October of 2016.

Principal PLC

In support of the K-12 program and to strengthen the consistency of practice vertically through the grade levels and horizontally across different schools, the LI principals meet bimonthly to address issues specific to the LI program. In 2016-2017 secondary LI teachers also met several times throughout the year to align both instructional and programmatic practices.

Language Immersion Study Information

The District contracted with Hanover Research Group to conduct a study of program data related to the LI program implementation. The review covers a range of topics related to student enrollment, attrition, and performance within the LI program, with special emphasis on differential outcomes for students who arrive in the program fluent in English and those who are English learners (ELs). The study also covers the results of surveys distributed to program parents, teachers, and students in Spring 2017. The goal of this analysis was to support the District in its evaluation of the effectiveness of the LI program, specifically the Spanish Immersion program, and examination of strategic investments and interventions that might be made. District staff independently analyzed Hanover results with a closer examination of specific student data to better understand the noted trends and results. The research results and subsequent analyses are reported here and are foundational for future work.

CURRENT CONSIDERATIONS

Registration and Matriculation

All sites are at or near capacity. Kindergarten registration occurs in January before the SOC window closes to afford parents the option of SOC if they are not admitted to LI. LI kindergarten openings fill quickly and most schools begin the school year with a waitlist of students. Openings in other grade levels are due to attrition and are filled with transfer students or English learners residing within the school boundaries. Openings are few in number and vary across the schools.

Neighborhood students not participating in LI enroll at other sites due to a variety of factors including exercising their District School of Choice option, Public School Choice under the NCLB provision, and kindergarten enrollment at capacity. Below is data reflecting the number of kindergarten and first grade students who in 2017-2018 will attend schools other than the LI site designated as their home school. The data does not reflect Bergeson as it is not a schoolwide LI program.

Kinder and First Graders Not Attending their Language Immersion Neighborhood Schools

School	Kindergarten	First Grade	Total
Las Palmas	19	18	37

San Juan	19	22	41
Viejo	74	66	140

Matriculation procedures have been simplified with centralized support; parents receive communication from the District office to verify the school to which their child will matriculate. Parents are able to select an alternate LI site or return to their home school if desired. This occurs before the close of SOC to ensure parents may participate in SOC if they wish to leave LI and attend a school other than their home school. This option of selection will continue until 2023 when the matriculation patterns are fully in place, per Board Policy 5111.5 *Language Immersion and International Baccalaureate Admissions*.

Achievement Gap by Student Group

An analysis of the 2014-2015 and 2015-2016 Smarter Balanced Assessment (SBA) data below showed the following:

- Other than in third Grade ELA when English Only students score significantly below their non-LI counterparts, English Only LI students largely score at the same level or above similar non-LI students in both ELA and Math
- In some grades, EL LI students perform equal or above their LI counterpart. In some grades, ELs score below their non-LI counterparts in both ELA and math.
 - In grades 8 and 11, this gap largely reverses in ELA
 - In grades 8 and 11, a significant gap persists in Math between LI and non-LI EL students throughout the District
 - It is important to note that the attrition noted in the following section of the report likely impacts the eighth and eleventh grade data
- Redesignated students within the LI program were similarly less likely to be proficient in both ELA and Math than their non-LI counterparts
 - Both LI and non-LI students who have redesignated score significantly higher in ELA and Math than students who have not attained English language proficiency and remain ELs.

LI Student SBA Performance, 2014-2015 and 2015-2016

% of Students Achieving Level 3 or Higher on SBA ELA

Grade	English Only			EL			Redesignated		
	LI	Non-LI	Diff	LI	Non-LI	Diff	LI	Non-LI	Diff
3	54.1%	69.0%	-14.9%	4.0%	13.3%	-9.2%	50.0%	73.8%	-23.8%
4	73.2%	70.4%	2.8%	13.9%	12.5%	1.4%	76.7%	69.7%	7.0%

5	76.9%	75.7%	1.2%	6.1%	9.7%	-3.6%	52.3%	66.9%	-14.6%
6	80.1%	75.9%	4.2%	4.0%	5.6%	-1.7%	53.7%	61.5%	-7.8%
7	87.1%	77.9%	9.2%	3.8%	4.3%	-0.5%	53.0%	61.3%	-8.3%
8	84.9%	79.5%	5.4%	20.0%	5.9%	14.1%	65.8%	62.0%	3.8%
11	90.5%	79.1%	11.4%	16.7%	6.3%	10.4%	43.5%	56.1%	-12.6%

% of Students Achieving Level 3 or Higher on SBA Math

Grade	English Only			EL			Redesignated		
	LI	Non-LI	Diff	LI	Non-LI	Diff	LI	Non-LI	Diff
3	62.5%	68.8%	-6.3%	9.6%	16.6%	-7.0%	77.8%	74.2%	3.6%
4	74.7%	64.0%	10.7%	22.8%	11.2%	11.6%	74.4%	60.6%	13.9%
5	57.1%	57.8%	-0.7%	3.3%	5.8%	-2.4%	24.3%	45.1%	-20.8%
6	61.9%	64.4%	-2.6%	1.0%	5.9%	-4.9%	25.0%	43.4%	-18.4%
7	71.8%	66.6%	5.2%	5.8%	4.8%	1.0%	45.2%	49.3%	-4.1%
8	72.3%	67.2%	5.1%	0.0%	10.7%	-10.7%	52.2%	47.9%	4.3%
11	63.4%	55.0%	8.4%	0.0%	9.1%	-9.1%	16.7%	32.0%	-15.4%

**The tables above are taken from the Hanover study which was concluded prior to the release of the 2016-2017 data.*

The table below is a comparison of students who Met or Exceeded Standards on the SBA. This table compares LI schools with non-LI schools with similar student demographics. The data shows that:

- EL students at LI schools perform at a similar level to non-LI EL students in Title 1 schools in both subject areas of the SBA.
- The achievement gap between All Students and ELs is similar in LI and non-LI Title 1 schools, mirroring the achievement gap districtwide.
- While the English learners consistently score below students in Special Education, it is important to note that the Special Education data encompasses all students regardless of language classification.

2015 - 2016 and 2016-2017 ELA SBA Summary of Percent Met or Exceeded the Standard for LI and Non-LI Title 1 Elementary Schools

School	Grade	All Students		Socio-Econ. Disadvantaged		English Learners		Special Education	
		2016 ELA	2017 ELA	2016 ELA	2017 ELA	2016 ELA	2017 ELA	2016 ELA	2017 ELA

School	Grade	All Students		Socio-Econ. Disadvantaged		English Learners		Special Education	
		2016 ELA	2017 ELA	2016 ELA	2017 ELA	2016 ELA	2017 ELA	2016 ELA	2017 ELA
Las Palmas (LI)	3	33%	47%	4%	20%	2%	2%	15%	*
	4	50%	41%	26%	14%	16%	9%	*	6%
	5	56%	55%	26%	29%	7%	10%	26%	*
San Juan (LI)	3	28%	22%	9%	8%	4%	3%	*	*
	4	41%	46%	24%	30%	13%	16%	0%	24%
	5	38%	34%	16%	19%	6%	8%	14%	*
Viejo (LI)	3	25%	40%	10%	16%	3%	6%	*	*
	4	34%	49%	28%	33%	19%	15%	*	*
	5	41%	40%	37%	27%	9%	6%	0%	9%
Del Obispo	3	37%	42%	14%	36%	11%	20%	11%	23%
	4	44%	42%	27%	19%	*	14%	16%	14%
	5	65%	57%	50%	44%	8%	17%	0%	31%
Hidden Hills	3	62%	48%	56%	45%	55%	19%	*	26%
	4	44%	53%	36%	49%	12%	7%	25%	*
	5	65%	50%	54%	48%	25%	11%	25%	12%
Kinoshita	3	20%	31%	20%	32%	4%	11%	0%	*
	4	34%	27%	33%	28%	16%	6%	*	6%

School	Grade	All Students		Socio-Econ. Disadvantaged		English Learners		Special Education	
		2016 ELA	2017 ELA	2016 ELA	2017 ELA	2016 ELA	2017 ELA	2016 ELA	2017 ELA
	5	31%	39%	30%	37%	2%	10%	8%	8%
Marblehead	3	40%	39%	21%	23%	13%	0	23%	*
	4	43%	34%	22%	15%	15%	0	18%	6%
	5	62%	47%	34%	31%	9%	9%	*	*
RH Dana	3	31%	15%	28%	12%	4%	0	*	*
	4	26%	16%	25%	15%	7%	0	*	*
	5	43%	26%	31%	24%	0%	6%	*	*
CUSD	3	60%	60%	28%	30%	11%	9%	32%	37%
	4	65%	64%	34%	35%	15%	12%	34%	33%
	5	70%	65%	42%	36%	11%	8%	39%	32%

School	Grade	All Students		Socio-Econ. Disadvantaged		English Learners		Special Education	
		2016 Math	2017 Math	2016 Math	2017 Math	2016 Math	2017 Math	2016 Math	2017 Math
Las Palmas (LI)	3	38%	50%	9%	33%	8%	9%	23%	50%
	4	50%	34%	23%	13%	16%	7%	*	6%
	5	39%	43%	10%	19%	2%	5%	34%	11%
San Juan (LI)	3	38%	35%	19%	24%	15%	19%	*	*
	4	62%	53%	46%	39%	37%	29%	15%	38%
	5	35%	31%	15%	20%	4%	10%	14%	*
Viejo (LI)	3	28%	29%	13%	5%	8%	3%	*	*
	4	31%	36%	18%	19%	11%	11%	*	*
	5	29%	30%	19%	19%	12%	11%	0%	*
Del Obispo	3	45%	40%	17%	34%	5%	*	22%	0%
	4	43%	41%	30%	13%	*	5%	26%	5%
	5	55%	41%	50%	30%	0%	7%	0%	0%
Hidden Hills	3	58%	55%	50%	43%	41%	18%	*	18%
	4	52%	47%	50%	42%	27%	13%	19%	10%
	5	43%	39%	31%	37%	15%	5%	25%	7%
Kinoshita	3	23%	38%	22%	40%	5%	21%	0%	33%

School	Grade	All Students		Socio-Econ. Disadvantaged		English Learners		Special Education	
		2016 Math	2017 Math	2016 Math	2017 Math	2016 Math	2017 Math	2016 Math	2017 Math
	4	30%	17%	28%	18%	16%	3%	*	6%
	5	21%	16%	20%	15%	3%	2%	8%	0%
Marblehead	3	45%	39%	29%	32%	17%	14%	23%	17%
	4	53%	43%	22%	22%	10%	5%	36%	13%
	5	47%	47%	18%	24%	0%	0%	*	13%
RH Dana	3	31%	29%	27%	23%	13%	14%	*	*
	4	17%	23%	17%	22%	4%	0%	*	*
	5	41%	17%	33%	15%	0%	0%	*	*
CUSD	3	62%	63%	30%	33%	16%	17%	34%	36%
	4	62%	61%	33%	31%	18%	15%	33%	25%
	5	55%	54%	27%	24%	6%	7%	28%	15%

Redesignation Data

Research shows that the typical English learner attains English language proficiency within 5-7 years. The table below is a comparison of LI schools and non-LI schools with similar student demographics.

2015-2016 Redesignation Data for LI and Non-LI Title 1 Elementary Schools

School	Enrollment		English Learners		Redesignated Students	
	15-16	16-17	15-16	16-17	15-16	16-17

School	Enrollment		English Learners		Redesignated Students	
	15-16	16-17	15-16	16-17	15-16	16-17
Las Palmas Elementary	845	856	364	336	10 (2.9%)	25 (6.9 %)
San Juan Elementary	797	775	470	453	15 (3.3%)	28 (6.0 %)
Viejo Elementary	440	445	233	213	6 (2.7%)	11 (4.7 %)
Del Obispo Elementary	377	342	102	115	8 (8.2%)	4 (3.9 %)
Hidden Hills Elementary	370	347	141	133	19 (11.2%)	17 (12.1 %)
Kinoshita Elementary	650	622	513	477	42 (8%)	57 (11.1 %)
Marblehead Elementary	392	367	123	133	16 (12.2%)	7 (5.7 %)
RH Dana Elementary	274	239	183	157	27 (14.4%)	18 (9.8 %)
District Total	53, 878	53,613	5204	5,076	705 (13.4%)	731 (14.0%)

Below is the language status for cohorts of sixth graders in LI for the years 2012-2013 through 2015-2016 at LI middle schools. Contrasting the number of students entering middle school from each language classification and the number remaining in the program in eighth grade. The significance of this data is to demonstrate the number of students entering middle school as EL students and the increased number of reclassified students in eighth grade. This is closely tied to the attrition trends noted by the Hanover study.

Grade 6 Language Immersion Cohorts

	2012-2013	2014-2015	Difference	2013-2014	2015-2016	Difference	2014-2015	2016-2017	Difference	2015-2016	2017-2018	Difference
	6 th	8 th		6 th	8 th		6 th	8 th		6 th	8 th	
English Learner	24	4	-20	28	4	-24	52	20	-32	50	39	-11
Redesignated	43	52	9	47	60	13	54	70	16	55	54	-1
Initially Fluent	2	2	0	4	4	0	5	6	1	8	6	-2
English Only	53	48	-5	77	67	-10	85	78	-7	85	81	-4
Total	122	106	-16	156	135	-21	196	174	-22	198	180	-18

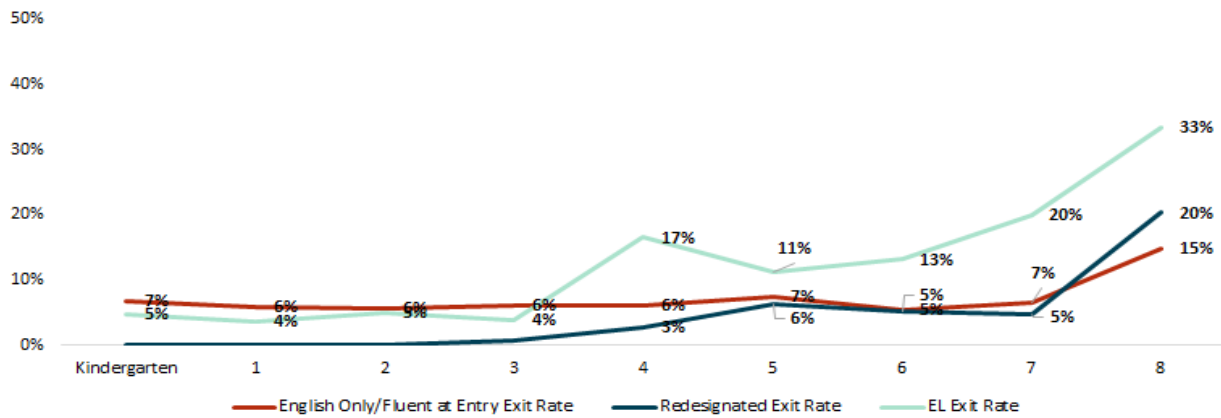
Attrition

Language Immersion is a K-12 program, and some program attrition is expected due to factors such as change in residence. The study examined attrition and identified trends by student group and grade level. The data from the Hanover study revealed the following:

- Across the LI program, the largest numbers of exiting students occur after Kindergarten, Grade 4 , and Grade 8.
- Attrition is lowest after Grades 1 through 3.
- Overall, attrition is highest after Grade 8.
- Bernice Ayer Middle School students are more likely to exit after Grade 7.
- A higher percentage of Marco Forster Middle School students exit at the end of Grade 8.
- From Kindergarten through Grade 3, English learners exit the program at a rate lower than their participation rate. However, after Grade 3, they are more likely to experience attrition than their English Only counterparts.
- English Only students see the opposite trend, with a higher rate of exit after early grades and a lower rate in higher grades.
- Redesignated students (who appear primarily after Grade 3) exit the LI program at a rate largely in line with English Only students.
- In general, there are slightly higher rates of program exit among English Only students in lower grades and higher rates among English learners in higher grades.
- EL students who are not redesignated after Grade 3 (the first grade level with a substantial number of redesignations) begin to exit the LI program at a significantly higher rate than other students.
- 20 percent of students still classified as ELs do not continue from Grade 7 to Grade 8, compared to 5 percent of Redesignated students and 7 percent of EOs.
- In an analysis of one cohort of students over a five year period (2011-12 to 2015-16), 52 students left the program between Kindergarten and Grade 4. Upon further examination, it was revealed that 26 students transferred to another school in CUSD, while 26 withdrew from the District.
- As shown below, during the four year period from 2011-2012 to 2014-2015 the attrition rates for LI students in grades K through 8 were as follows: English Only – 15 percent, Redesignated – 20 percent and English learners – 33 percent.

Exit Rates by EL Status 2011-2012 to 2014-2015

Grade Level	2011-12	2012-13	2013-14	2014-15	2015-16
Kindergarten	356	363	386	375	389
Grade 1	346	335	344	374	359
Grade 2	226	332	323	338	356
Grade 3	219	219	319	312	324
Grade 4	217	211	213	312	296
Grade 5	124	171	208	206	299
Grade 6	103	123	156	197	198



Grade 7	70	98	118	150	183
Grade 8	36	66	101	110	135
Grade 9	--	26	49	86	95
Grade 10	--	--	26	50	87
Grade 11	--	--	--	26	50
Grade 12	--	--	--	--	26
Total	1,697	1,944	2,243	2,536	2,797

Enrollment by Grade Level 2011-2012 to 2015-2016

**Data from Hanover Study*

The availability of transportation to and from high school was the primary factor for the attrition of Marco Forster Middle School (MFMS) students after middle school. When faced with the decision to attend their home school Capistrano Valley High School (CVHS) for which they were afforded transportation or San Juan Hills High School where they could continue in Language Immersion, they opted to attend CVHS. To support students in maintaining program participation, Spanish LI was implemented at CVHS in 2016-2017. In addition, attrition will likely be reduced due to student access to zero period in middle school. Zero period enrollment is provided to students required to take an academic intervention or support class and then to students enrolled in specialized programs. Therefore, LI middle school students with IEPs or needing ELD may take a zero period, thereby allowing them to continue program participation. Additionally, all LI middle schools now follow the MFMS practice of allowing students not able to attend a zero period the opportunity to forgo their LI Spanish Language Arts (SLA) course in order to take ELD in sixth grade, thus remaining in the program.

Instructional Practices

The previous adoption of a Spanish Language Arts curriculum took place 14 years ago in 2003. This curriculum, *Foro Abierto Para La Lectura 6* (McGraw-Hill/SRA ©2004) was aligned to the 1997 CA ELA content standards. With the adoption in 2010 of the Common Core State Standards (CCSS), teachers by necessity created their own lessons and used a variety of resources in order to supplement the outdated curriculum. With teachers creating their own lessons and assessments, there was a wide variety of approaches and thus a lack of consistency across LI schools and grade levels. Additionally, the explicit instruction of ELA as a content area rather than instruction in the English language is unclear and varies across the program.

Since the program's inception, there have been several different administrators who have overseen the LI program. Most recently the LI program has been placed under the supervision of the Director of Student Support Programs with support from the Services for English Learners Department. Due to the rapid growth of this program, there continues to be a need for centralized support to ensure program consistency and strong instructional practice. The LI model from the Center for Applied Linguistics (CAL) has been the driving force behind the LI elementary school practices, with little articulated instructional guidance from the District. There has also been a lack of clarity regarding the LI program and its place within the instructional program of the District at

large. The LI schools have been included in professional learning when appropriate and at other times excluded rather than given consideration for their unique needs. This has been the case in the areas of instructional materials, assessment and support services. In the past four years, efforts to centralize support and align practices have been made. Further work is necessary to ensure a timely response to the instructional needs of LI students, teachers, and the administrators who serve them.

English Language Development (ELD) is a protected instructional period in which English learners are grouped according to English language levels with the focus on ELD standards. This period differs from LI *English Time* when all students are grouped together. During *English Time*, all students are taught English Language Arts in addition to other content standards. While English learners benefit from the language models provided by their peers during *English Time*, it is essential that this is provided in addition to rather than in lieu of ELD so that ELs may adequately develop essential English language proficiency skills.

Throughout the elementary grades, despite receiving instruction primarily in Spanish, LI students with IEPs receive Specialized Academic Instruction (SAI) services in English only. This practice may impede students' development of Spanish language proficiency and may be inappropriate to the needs of the students. Presently the District does not require SAI teachers in LI schools to be BCLAD (Bilingual, Cross-cultural, Language and Academic Development) certified.

At the middle school level, an effort has been made to align the content of those courses offered in Spanish with the content and instructional practices of those taught to students in the regular program. In the area of history, DBQs (Document-Based Questions) were translated to ensure that students in LI were provided the same academic experience as their peers. In science, LI teachers were provided time to collaborate, develop units of study, and identify resources in order to align instruction to the Next Generation Science Standards (NGSS). Middle school LI Spanish teachers will collaborate with World Language teachers at the high school level to align Spanish instruction.

The three LI middle schools are identified as District Focus schools and are receiving specialized support from the District to implement Multi-tiered Systems of Support (MTSS) for students. LI students are included in these supports and participate in interventions as deemed appropriate. Participation in intervention does not prohibit students from maintaining LI participation. Flexibility to provide for students' academic need is given to ensure students are able to continue in LI.

Stakeholder Feedback

In May 2017, Hanover Research and Capistrano USD conducted a survey of LI stakeholders comprising of parents, teachers, and students. Survey findings were as follows:

- In the LI program, parents of both native English-speaking (n=453) and Spanish-speaking (n=247) students feel that that program was accessible and clear regarding the enrollment process.
- The majority of parents (approximately 75 percent) believe the LI program spends an appropriate amount of time on English and Spanish language instruction.

- Most parents of native Spanish speakers feel their child receives adequate academic support, support towards gaining proficiency (87 percent), continuing progress in English language skills (93 percent), and has a positive view of his/her learning abilities (94 percent).
- Parents of both native English and Spanish speaking students report that teachers and staff are responsive to their questions or concerns about the program (86-92 percent) and that children and families with different first languages are treated with the same level of attention and respect (89 percent Spanish, 80 percent English).
- Responding teachers report broad agreement with statements regarding program policies (communication, requirements, fair access, and guidance from leadership).
- One in four teachers note that the time devoted to Designated English Language Development is too little or much too little.
- While approximately 60 percent of teachers report that the mix of native English and Spanish speaking students at their school is mostly right, they are more likely to express concerns about too few Spanish speakers (approximately 25 percent).
- Teachers note concern with the level of support for professional development for Spanish instruction, alignment of English instructional materials with student learning goals, and resources for teaching English learners.

FUTURE CONSIDERATIONS

Theory of Action

If the District leadership provides clear expectations and continued support then principals will guide their professional learning communities in providing appropriate instruction, including targeted language development so that all students may meet or exceed their linguistic and academic goals, remain in the program through high school, and graduate as biliterate college and career ready young adults.

The guiding principles for the LI program are aligned with the District's Mission, Vision and Wildly Important Goals (WIGS). As the program expands, the unwavering commitment to student success will be the driving force to ensure all students engage in meaningful, challenging, and innovative educational experiences to increase post-secondary options. The existing instructional model will be relied upon for guidance, with flexibility afforded in response to study data and student needs. Collaboration regarding next steps to strengthen the program have started within the LI principal group and will extend to teacher leaders from each grade level. Grade level representatives from each LI school will meet to identify the grade level expectations, instructional model, assessments and intervention for MLA/SLA and ELA. The outcomes of these meetings will be formalized in a written plan for each grade level with clearly identified measures of proficiency, instruction, and intervention in both English and the target language. The actions listed below are the next steps in strengthening the District LI program.

Communication Regarding Registration

Language Immersion schools will increase outreach efforts to families of future students residing within their boundaries to ensure community members understand the educational opportunities offered, and are afforded options in the selection of their child's school of attendance. Enrollment record keeping will be supported by the District to maintain the recommended 50/50 balance of

student enrollment with primary language of either the target language or English in Spanish Immersion schools.

Alignment of Instructional Practice and Instructional Model

Explicit ELA and ELD must be taught in a comprehensive and systematic way, they are similar yet different and clarity around instruction of each, along with MLA and SLA instruction will be developed in the 2017-2018 school year. The newly adopted elementary ELA curriculum, Wonders Maravillas (2017 McGraw-Hill Education) is one of two state-adopted programs for biliteracy instruction, and was designed to ensure that students are successful in developing literacy in both English and Spanish. This program provides instructional materials in English and Spanish, is closely aligned with CA CCSS for ELA, and includes linguistic modifications for Spanish. The materials also provide instruction consistent with the CA ELD Standards. ELD instruction should assist English learner students in acquiring English as quickly and efficiently as possible.

Assessment and Intervention

Common assessments are needed to adequately measure student growth and progress across grade levels and vertically over time. Additionally, assessments are needed to measure the progress of LI students compared to their non-LI counterparts. Grade level expectations, assessments and intervention for MLA/SLA and ELA are needed to measure students' language proficiency and determine their instructional needs. A plan for intervening in each grade level will be developed to support students' academic and linguistic competency. LI students with IEPs require specialized support to meet their identified learning goals; part of the intervention plan will be to address the Multi-tiered Systems of Support (MTSS) continuum to include support in the acquisition of both their target language and their primary language. Student Support Services Department will collaborate with the LI program administrators to develop intervention and support services.

ELD Instruction

The District has renewed its commitment to the implementation of ELD as key to closing the achievement gap between EL students and their EO counterparts. The aforementioned curriculum specifically provides for ELD instruction within a LI program. It is recommended that TWI schools design and implement a block of time dedicated to language development for all students, a period where students are separated by home language and language levels and instruction is focused on meeting their linguistic needs. At this time EL students receive ELD instruction while EO students receive Spanish Language Development (SLD), also provided for in the new curriculum. This differs from the traditional English Time that has been the practice of our LI Spanish program where all students receive instruction together, in English, regardless of language proficiency or need.

FINANCIAL IMPLICATIONS

Secondary Sections

Language Immersion courses in secondary grades require additional funding for off-ratio enrollment. If enrollment is over or under the staffing ratio funded by General education funds, supplemental funding for sites is needed to avoid negatively impacting the general education courses. Funding needs will vary annually due to the attrition which occurs in the later grades. It

is recommended that in the event a grade level is off-ratio, one section per content course in that grade level be provided.

Instructional Support

Centralized support from Curriculum Specialists (CS) and Instructional Coaches (IC) is provided. However, in order to strengthen language acquisition across the District, a K-12 Language Acquisition will be included in their professional learning to build the capacity of the instructional support team. Language acquisition needs go beyond a single content area and developing the instructional support team to imbed language learning in all content areas is most sustainable and will have the greatest impact with meeting student needs.

STAFF RECOMMENDATION

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

PREPARED BY: Debra Carrillo, Director of Student Support Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services



Language Immersion Program Analysis

November 08, 2017



History of Language Immersion in CUSD

- Started in 1992 at Las Palmas
- First matriculation path was in San Clemente:
 - Las Palmas to Bernice Ayers Middle School to San Clemente High School
- Expanded to San Juan Elementary in 2004 and Viejo in 2010
- Mandarin Immersion started in 2012
- The most recent external evaluation of the Language Immersion Programs was conducted in 2010



Language Immersion Study Information

- The District contracted with Hanover Research Group to study LI program
- Range of topics included student enrollment, attrition, and performance within the LI program
- Emphasis on differential outcomes for student groups – English learners and English Only students
- Program parents, teachers, and students surveyed in Spring 2017
- District staff independently analyzed Hanover results with a closer examination of specific student data to better understand the noted trends and results

The goal of this analysis was to support the District in its evaluation of the effectiveness of the LI program and examination of strategic investments and interventions that might be made.



District Language Immersion Elementary Models

Spanish Immersion Two Way Immersion			Mandarin Immersion One Way Immersion		
	% of instruction in Spanish	% of instruction in English		% of instruction in Mandarin	% of instruction in English
K	80	20	K	80	20
1	80	20	1	80	20
2	70	30	2	70	30
3	60	40	3	50	50
4	50	50	4	50	50
5	50	50	5	50	50



District Secondary Language Immersion

Grade	Spanish Immersion		Mandarin Immersion	
	Spanish	English	Mandarin	English
6	Social Studies Science SLA	All other courses	Social Studies MLA	All other courses
7	Social Studies SLA	All other courses	*Social Studies *MLA	All other courses
8	SLA	All other courses	*MLA	All other courses
9-12	1 Content SS Course 4 years Spanish/Foreign Language	All other courses	*1 Content SS Course *4 years Mandarin/Foreign Language	All other courses

***Number of classes planned for Mandarin Immersion, first class presently in 6th grade**



Stakeholder Feedback- Parents

- In the LI program, parents of both native English speaking (n=453) and Spanish speaking (n=247) students feel that that program was accessible and clear regarding the enrollment process.
- The majority of parents believe the LI program spends an appropriate amount of time on English and Spanish language instruction.
- Most parents of native Spanish speakers feel their child receives adequate academic support, support towards gaining proficiency, continuing progress in English language skills, and has a positive view of his/her learning abilities.
- Parents of both native English and Spanish speaking students report that teachers and staff are responsive to their questions or concerns about the program and that children and families with different first languages are treated with the same level of attention and respect.



Stakeholder Feedback-Teachers

- Responding teachers report broad agreement with statements regarding program policies (communication, requirements, fair access, and guidance from leadership).
- One in four teachers note that the time devoted to Designated English Language Development is too little or much too little.
- While approximately 60 percent of teachers report that the mix of native English and Spanish speaking students at their school is mostly right, they are more likely to express concerns about too few Spanish speakers.
- Teachers note concern with the level of support for professional development for Spanish instruction, alignment of English instructional materials with student learning goals, and resources for teaching English learners.

Theory of Action

If the district leadership provides clear expectations and continued support

then principals will guide their professional learning communities in providing appropriate instruction, including targeted language development

so that all students may meet or exceed their linguistic and academic goals, remain in the program through high school, and graduate as biliterate college and career ready young adults.



Focus Areas

1. Enrollment/Registration
2. Redesignation
3. Attrition
4. Achievement



Kindergarten Enrollment By Primary Language

School Name	2015-2016		2016-2017		2017-2018	
	EL	EO	EL	EO	EL	EO
Bergeson	9%	91%	23%	77%	28%	72%
Las Palmas	47%	53%	39%	61%	36%	64%
San Juan	62%	38%	66%	34%	61%	39%
Viejo	53%	43%	56%	44%	52%	48%



Kindergarten Registration

Findings

- Kinder enrollment occurs in January and sites reach capacity within weeks
- Waitlists are established for each site, with a significant number of students
- Registration of students in grades beyond K are based upon availability and are filled with transfer LI students or EL students
- Imbalanced number between Spanish and English speaking students

Goals

- Enrollment capacity at each LI school site
- Balance the enrollment of Spanish and English speaking students to maintain the 50/50 TWI model in Spanish Immersion

Actions

- Outreach to the District residents with information about LI tours and enrollment dates, mailer to be sent early November
- Spanish Language Immersion schools will increase outreach efforts to families of future students residing within their boundaries to ensure community members understand the educational opportunities offered and are afforded options in the selection of their child's school of attendance

2015-2016 Redesignation Data for LI and Non-LI Title 1 Elementary Schools

School	Enrollment		English Learners		Redesignated Students	
	2015-16	2016-17	2015-16	2016-17	2015-16	2016-17
Las Palmas Elementary	845	856	364	336	10 (2.9%)	25 (6.9 %)
San Juan Elementary	797	775	470	453	15 (3.3%)	28 (6.0 %)
Viejo Elementary	440	445	233	213	6 (2.7%)	11 (4.7 %)
Del Obispo Elementary	377	342	102	115	8 (8.2%)	4 (3.9 %)
Hidden Hills Elementary	370	347	141	133	19 (11.2%)	17 (12.1 %)
Kinoshita Elementary	650	622	513	477	42 (8%)	57 (11.1 %)
Marblehead Elementary	392	367	123	133	16 (12.2%)	7 (5.7 %)
RH Dana Elementary	274	239	183	157	27 (14.4%)	18 (9.8 %)
District Total	53, 878	53,613	5,204	5,076	705 (13.4%)	731 (14.0%)



Redesignation

Findings

- EL students who are not redesignated after Grade 3 (the first grade level with a substantial number of redesignations) begin to exit the LI program at a significantly higher rate than other students
- 20 percent of students still classified as ELs do not continue from Grade 7 to Grade 8, compared to 5 percent of Redesignated students and 7 percent of EOs
- Redesignated students exit the TWI program at a rate largely in line with English Only students

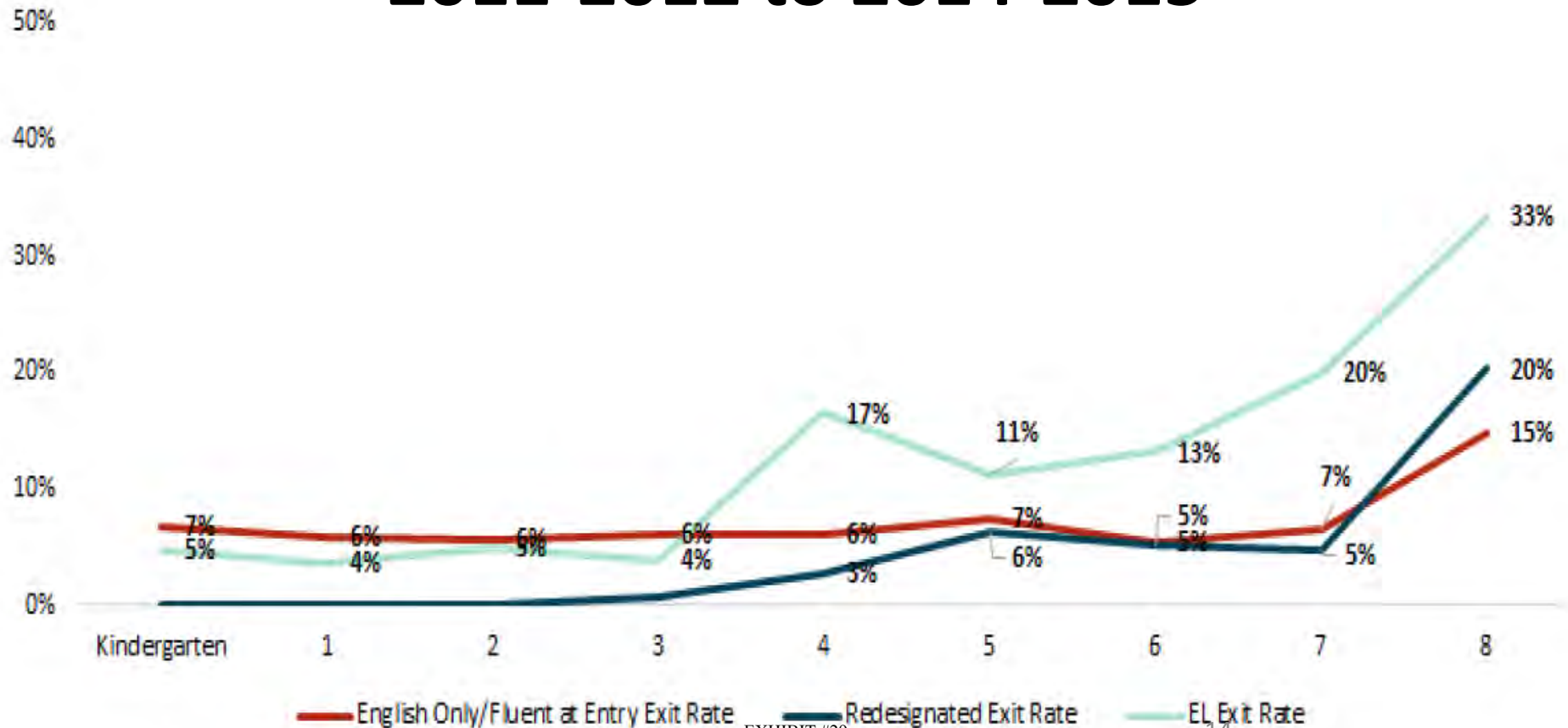
Goals

- Increase redesignation rates for English learners within the LI program
- Provide structured support for EL students to redesignate as early as possible, before middle school
- Maintain program participation of EL students

Actions

- Monitor English learners' English language proficiency in each grade level and provide ELD at the appropriate language level
- Evaluate the component skills of reading that are transferable from Spanish to English and identify the areas of phonological awareness, word reading, word knowledge, and comprehension to be instructed in each grade level to ensure ELA proficiency
- Assess EL student ELA progress in each grade level and provide additional support for students needing additional support

Exit Rates by EL Status 2011-2012 to 2014-2015





Language Classification

Grade 6 Language Immersion Cohorts

	2012-2013	2014-2015	Difference	2013-2014	2015-2016	Difference	2014-2015	2016-2017	Difference	2015-2016	2017-2018	Difference
	6 th	8 th		6 th	8 th		6 th	8 th		6 th	8 th	
English Learner	24	4	-20	28	4	-24	52	20	-32	50	39	-11
Redesignated	43	52	9	47	60	13	54	70	16	55	54	-1
Initially Fluent	2	2	0	4	4	0	5	6	1	8	6	-2
English Only	53	48	-5	77	67	-10	85	78	-7	85	81	-4
Total	122	106	-16	156	135	-21	196	174	-22	198	180	-18

EXHIBIT #29



Attrition

Findings

- Across the LI program, the largest numbers of exiting students occur after Kindergarten, Grade 4 , and Grade 8, and overall is highest after Grade 8.
- During the four year period from 2011-12 to 2014-15 the attrition rates for Language Immersion students in grades K through 8 were as follows: English Only - 15%, Redesignated - 20% and English learners - 33%.

Goals

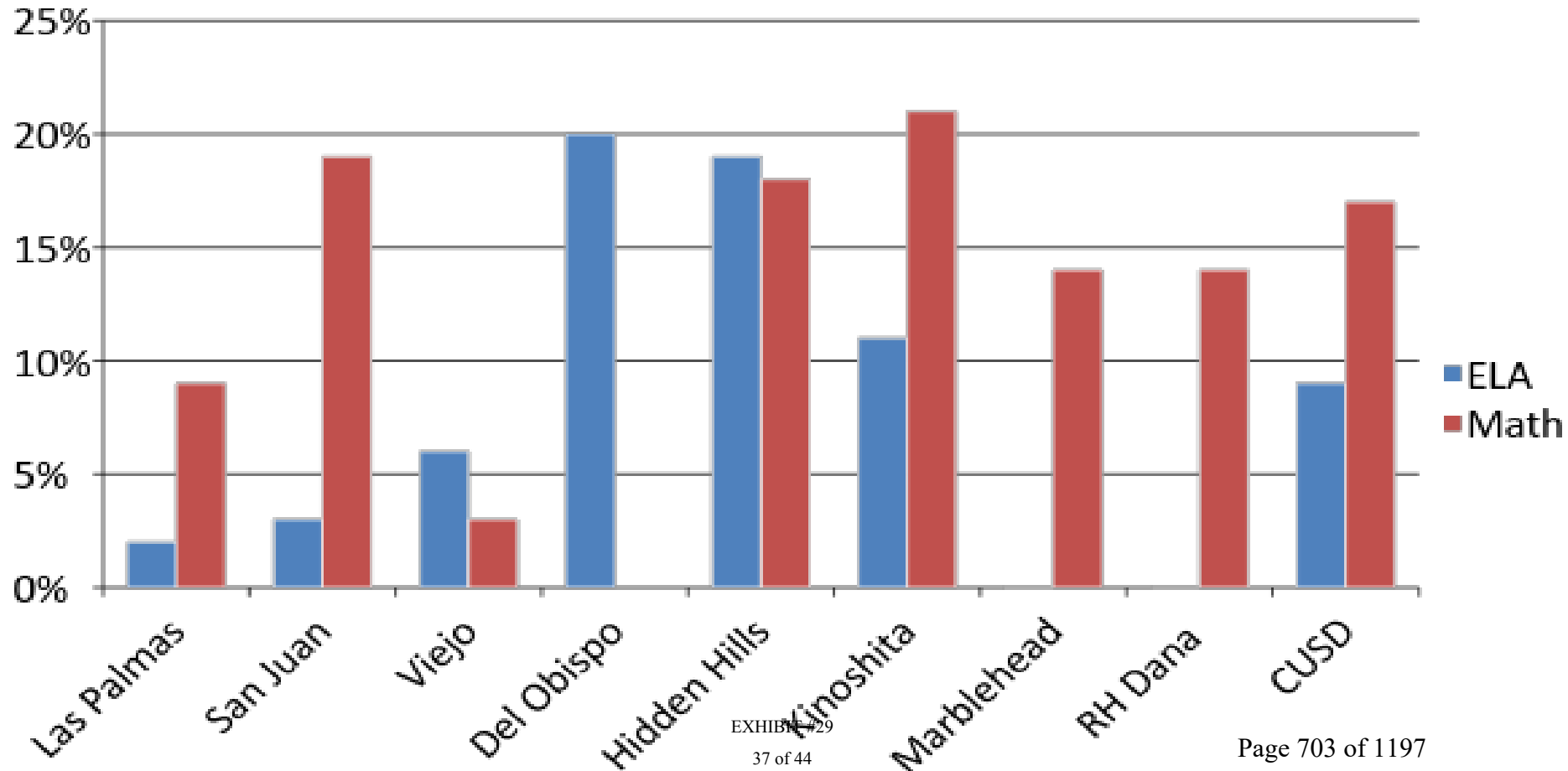
- Support all students program participation through 12th grade
- Provide for K-8 participation and recognition (Seal of Biliteracy as goal for students not attending one of the three LI high school)

Actions

- Allow participation flexibility to students to afford their participation in other courses and/or intervention supports
- Provide intervention for students in both target language and English
- Identify exited students to support their academic needs and success

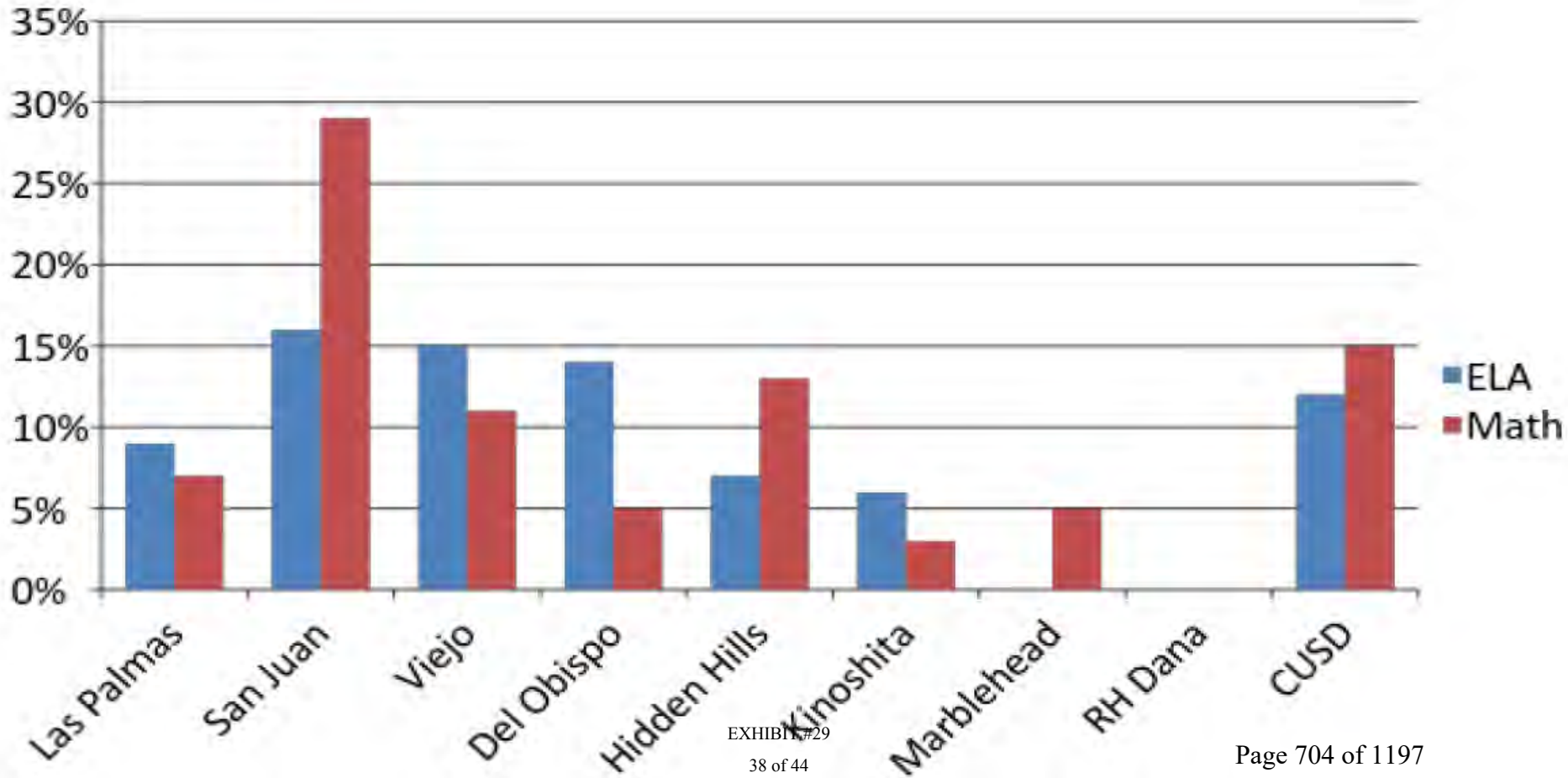
SBA Third Grade ELs 2016-2017

students met or exceeded the standard



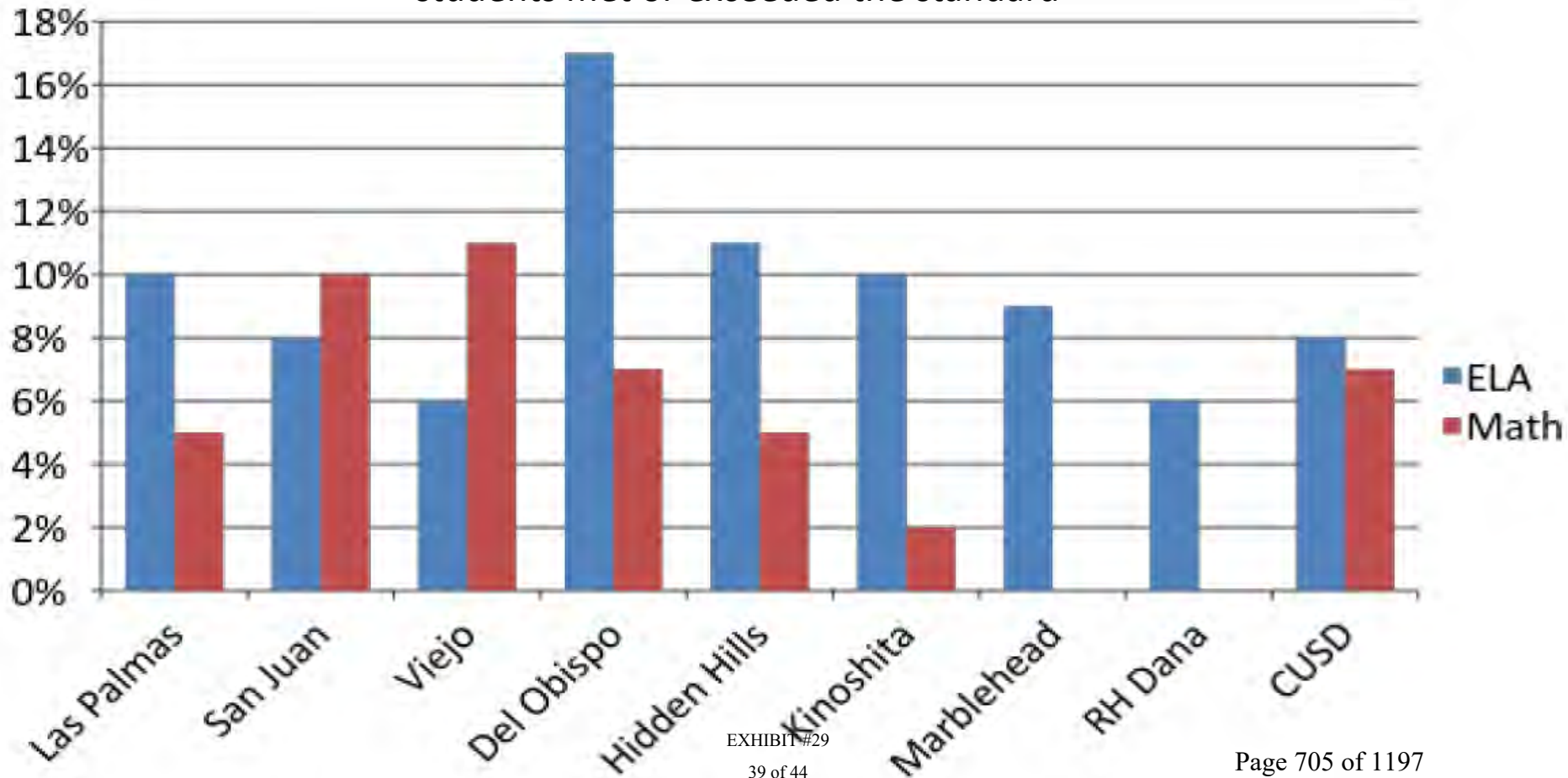
SBA Fourth Grade ELs 2016-2017

students met or exceeded the standard



SBA Fifth Grade ELs 2016-2017

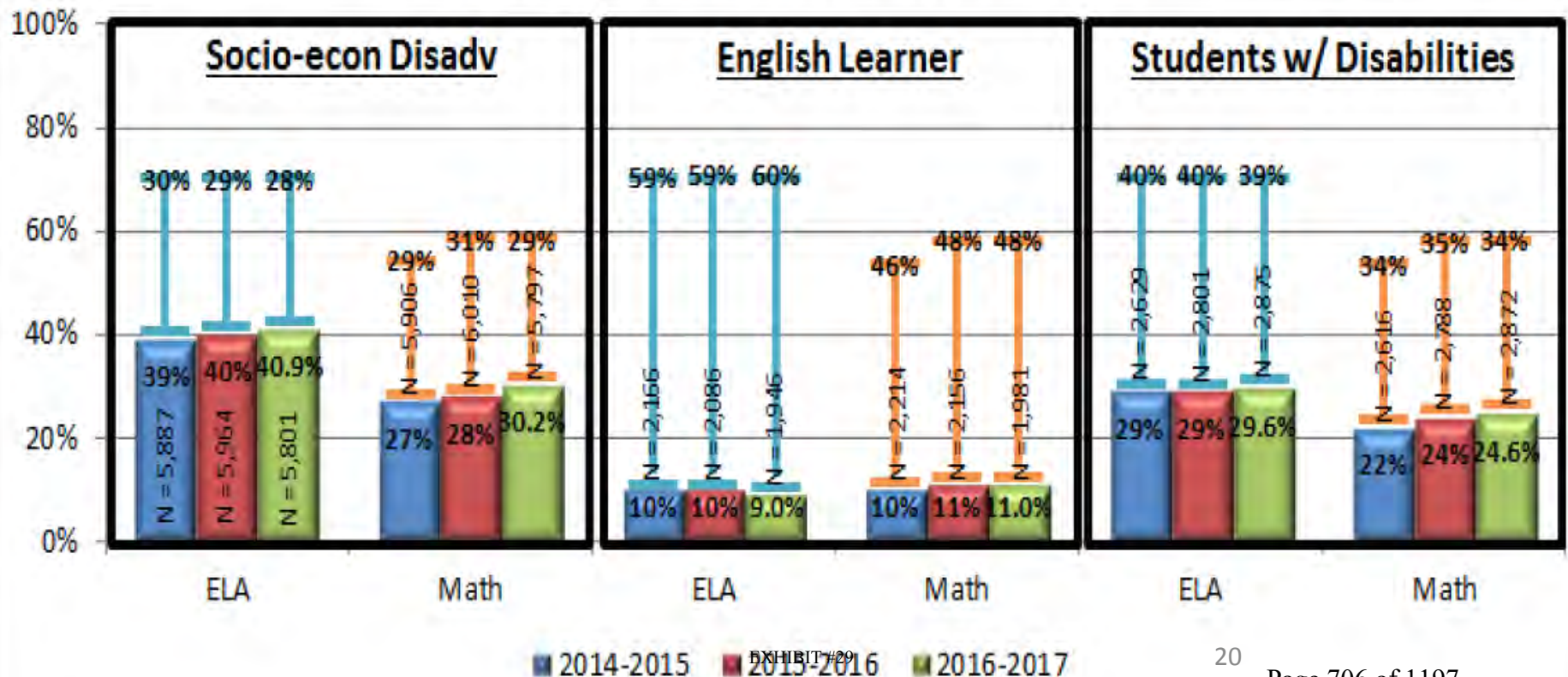
students met or exceeded the standard



SBA Achievement Results – Gap Analysis

students met or exceeded the standard

CUSD Student Groups Gap Analysis





Achievement Gap

Findings

- There is a significant difference between All Students and English Learners
- Redesignated students within the TWI program were less likely to be proficient in both ELA and Math than their non-TWI Redesignated counterparts
- Students who struggle academically are less likely to continue participation in LI program

Goals

- Close the achievement gap between EL and non EL LI program participants
- Assess and address academic needs in both languages at each grade level to mitigate achievement gap
- Identified previously exited students with academic needs and provide appropriate intervention

Actions

Detailed information presented with following slides

- Alignment of Instructional Practices and Model
- Assessment and Interventions
- English Language Development Instruction



Alignment of Instructional Practices and Instructional Model

To support LI students' academic achievement LI program administrators, coordinators and/or teachers will meet to collaborate with grade level leaders from each school and develop a written:

- Matrix of instruction of ELA/SLA/MLA and other content areas language of instruction and instructional minutes
- Grade level expectation of proficiency levels for ELA and target language
- Intervention plan for each grade level and language to support struggling students



Assessment and Intervention

To support LI students' academic achievement LI program administrators, coordinators and/or teachers will:

- Identify grade level expectations and common assessments to provide students appropriate core instruction
- Implement assessments to measure the progress of LI students compared to their non-LI counterparts
- Implement target language assessments to measure students' language acquisition and determine their instructional needs
- Provide appropriate intervention to support students not meeting proficiency in either the target language or English
- Language Immersion students with IEPs will continue to require specialized support to meet their identified learning goals. This support should be provided in both the target language and students' primary language.



ELD Instruction

To support LI students' academic achievement LI program administrators, coordinators and/or teachers will:

- Provide English learner students ELD instruction outside of the English instruction of the LI model
- Ensure ELD and Spanish Language Development (SLD) are taught to all language learners during a dedicated language development period of instruction
- Provide professional learning opportunities to LI teachers with ELD standards, Designated and Integrated ELD and implementation of the new elementary curriculum

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Stacy Yogi, Executive Director, State and Federal Programs

Date: November 8, 2017

Board Item: State Accountability Local Indicators

HISTORY

The new State accountability system has Local Control Funding Formula priority areas that meet the criteria established for State indicators. Other remaining priority areas are considered local indicators and require districts to identify a measurement and determine whether they have Met or Not Met each applicable local indicator. The local indicators only apply at the district level, not the school level. Districts use the local indicators to evaluate and report their progress on priority areas.

BACKGROUND INFORMATION

At the May 24, 2017 Board meeting, the following measurement tools were approved for each of the local indicators:

Local Indicator	Measurement Tool
Basic Services	Data reported through the School Accountability Report Card (SARC)
Implementation of State Standards	Reflection Tool Rubric
Parent Engagement	Parent Survey
Local Climate Survey	California Healthy Kids Survey

CURRENT CONSIDERATIONS

This item will provide an update on the progress of each of the local indicator measurements that were approved at the May 24, 2017 Board meeting.

Local Indicator	Progress
Basic Services	<ul style="list-style-type: none">• 100% students have access to textbooks• All schools had an overall score of “Good” or “Exemplary” on the Facilities Inspection Tool• 99.21% of teachers were appropriately assigned in 2016-2017• Fall 2017 Dashboard will reflect “Met”
Implementation of State Standards	<ul style="list-style-type: none">• Reflection Tool Rubric was completed for 2016-2017• Fall 2017 Dashboard will reflect “Met”

Parent Engagement	<ul style="list-style-type: none"> • Parent Survey will be administered November 1-15, 2017 • Fall 2017 Dashboard will reflect “Not Met” but the Fall 2018 Dashboard will reflect “Met”
Local Climate Survey	<ul style="list-style-type: none"> • California Healthy Kids Survey will be administered in grades 5, 7, 9, and 11 in January 2018 • The California School Staff Survey and the California School Parent Survey will be piloted in January 2018 • Fall 2017 Dashboard will reflect “Not Met” but the Fall 2018 Dashboard will reflect “Met”

There is no State technical assistance intervention for districts reporting “Not Met” until 2018-2019. Staff anticipate that the District will be able to report “Met” for all local indicators for the Fall 2018 Dashboard.

FINANCIAL IMPLICATIONS

None

STAFF RECOMMENDATION

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

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

State Accountability Local Indicators

Board Update
November 8, 2017



Agenda

- Overview of State and Local Indicators
- Progress on Local Indicators
- Next Steps and the Fall 2017 Dashboard

Overview of State and Local Indicators

Indicators by Priority Area

Priority Area	State Indicator	Local Indicator
Priority 1: Basic Services		<ul style="list-style-type: none"> Basic Conditions at School
Priority 2: Implementation of State Standards		<ul style="list-style-type: none"> Implementation of State Academic Standards
Priority 3: Parent Involvement		<ul style="list-style-type: none"> Parent Engagement
Priority 4: Pupil Achievement	<ul style="list-style-type: none"> Academic Indicator English Learner Progress Indicator 	
Priority 5: Pupil Engagement	<ul style="list-style-type: none"> Chronic Absenteeism Indicator Graduation Rate Indicator 	
Priority 6: School Climate	<ul style="list-style-type: none"> Suspension Rate Indicator 	<ul style="list-style-type: none"> Local Climate Survey
Priority 7: Course Access	<ul style="list-style-type: none"> College/Career Indicator 	<ul style="list-style-type: none"> New Local Indicator in 2018
Priority 8: Pupils Outcomes		

Local Indicators

Basic (Teachers, Instructional Materials, Facilities)
Implementation of State Standards
Parent Engagement
Local Climate Survey

Completion of Local Indicators

- Identify measurement for each local indicator
- Report annual progress to Board
- Submission due to State by **December 1, 2017**
- Rating will show Met or Not Met
- No State technical assistance intervention for “Not Met” until 2018-2019.

Basic Services

- Requirement: Access to textbooks, adequate facilities, and appropriately assigned teachers
- Textbooks – 100% students have access to textbooks as reported in the October 11, 2017 Instructional Materials Sufficiency board item
- Facilities – All schools had an overall score of “Good” or “Exemplary” on the Facilities Inspection Tool as reported in the School Accountability Report Card (SARC)
- Teachers – 99.21% of teachers were appropriately assigned in 2016-2017
- Rating will show “Met” for Fall 2017 Dashboard

Implementation of State Standards

- Requirement: Reflection tool or narrative on progress in implementing the State Standards for all content areas
- Reflection tool rubric was approved at the May 24th board meeting
- Curriculum specialists, instructional coaches and administrators from Education and Human Resource Services determined where the District is on the various curricular areas
- Rating will show “Met” for Fall 2017 Dashboard

Parent Engagement

- Requirement: Annual report on progress toward seeking input from parents/guardians in decision making; and promoting parental participation in programs
- Spring 2017: Committee of parents, classified and certificated staff developed draft survey
- Draft survey was approved at May 24th board meeting
- Fall 2017: Refined survey with input from District leadership team representing Education, Student Support, and Human Resource Services

Parent Engagement

- Contracting with OCDE Evaluation, Assessment and Data Center for final online and hard copy survey and reports
- Available in English and Spanish
- Survey window: November 1-15, 2017
- Results will be shared in a Board Update
- Rating will show “Not Met” for Fall 2017 Dashboard but will show “Met” for Fall 2018 Dashboard

Local Climate Survey

- Requirement: Administer local climate survey every other year at each grade span: elementary, middle and high school
- Spring 2017: Committee recommended California Healthy Kids Survey (CHKS) for grades 5, 7, 9, and 11 administered annually; Pilot California School Staff Survey; Pilot California School Parent Survey
- Approved at May 24th board meeting
- Will be administered in January 2018
- Rating will show “Not Met” for Fall 2017 Dashboard but will show “Met” for Fall 2018 Dashboard

Next Steps and Rollout of Fall 2017 Dashboard

Next Steps and the Fall 2017 Dashboard

November 1-15, 2017 - Parent Engagement Survey

Early November 2017 - LEA private preview begins;
Rolling weekly release of State indicators

Week of November 27, 2017 - Tentative public launch of
the Fall 2017 Dashboard

December 1, 2017 - Deadline to upload Local Indicator
data

January – CHKS

Fall 2018 – All local indicators will be “Met”

Capistrano Unified School District

Reflection Tool for Local Indicator: Implementation of State Standards

School Year: 2016-2017 Completed: October, 2017

1. Rate the LEA's process in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating scale (lowest to highest): 1 - Exploration and Research Phase; 2 – Beginning Development; 3- Initial Implementation; 4- Full Implementation; 5- Full Implementation and Sustainability

	1	2	3	4	5	Evidence
English Language Arts (ELA) - Common Core State Standards for ELA		X	X			Release days focused on standard aligned student data ; Curriculum Alignment Guides (CAGs); Initial training provided to Elementary teachers in past years
English Language Development (ELD) (Aligned to ELA Standards)		X	X			Math: Focus on interaction and Great First Instruction (GFI); math practices – communicating and reasoning; talk moves
Mathematics - Common Core State Standards for Mathematics			X	X		Cognitive Guided Instruction (CGI) initial 3-day training for all Elementary teachers; secondary professional learning days in Oct./Nov.; standards-based Common Formative Assessments in Grades 6-11; teachers still learning to understand standards
Next Generation Science Standards	X	X				Secondary has launched professional learning. Secondary training is focused on district-wide PL by grade level or content area. Elementary engaged in plans for launching Discovery Education support for 11 sites in 2017-18.
History- Social Science		X	X			Professional learning through UC Irvine and EEI (Environmental Education Initiative) Launched framework; most teachers have read; K-12 CAGs

Elementary = Green Secondary = Blue

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating scale (lowest to highest): 1 - Exploration and Research Phase; 2 – Beginning Development; 3- Initial Implementation; 4- Full Implementation; 5- Full Implementation and Sustainability

	1	2	3	4	5	Evidence
ELA-Common Core State Standards for ELA			X	X		CAGs; Pilots; Adoptions
ELD (Aligned to ELA Standards)			X	X		Math: May be ELD references in books but further awareness of ELD is needed History/SS: EL Resources available – “guided essay”
Mathematics- Common Core State Standards for Mathematics				X		State approved curriculum; 2-3 years of curriculum in the classroom
Next Generation Science Standards	X	X				NGSS-aligned textbook materials are not currently available. Secondary has assembled teacher teams and have begun developing NGSS-aligned curriculum guides. Elementary engaged in plans for launching Discovery Education support for 11 sites in 2017-18 including materials support. Also explored possibility of Innovation Labs/Creation Stations.
History- Social Science			X			Materials available through CAGs; CHOICES, EEI, UC Irvine curriculum, Blueprint, EEI, Document Based Questions (DBQs);

Elementary = Green Secondary = Blue

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating scale (lowest to highest): 1 - Exploration and Research Phase; 2 – Beginning Development; 3- Initial Implementation; 4- Full Implementation; 5- Full Implementation and Sustainability

	1	2	3	4	5	Evidence
ELA-Common Core State Standards for ELA				X X		Walkthroughs; Collaboration, coaching; District Leadership Teams (DLTs); Professional Learning Communities (PLCs); Curriculum specialist support
ELD (Aligned to ELA Standards)		X	X			ELD sections allocated to enable focus on impact of direct services to ELs. PLC implementation and GFI provide data on student learning in

						all classes.
Mathematics- Common Core State Standards for Mathematics			X			Use of technology in math; Dr. Juli Dixon math practices; CGI training
Next Generation Science Standards	X	X				Collaborative time; Professional learning; Curriculum specialist support in Secondary; Elementary Math/Science Specialist provided limited support for Science, plans were developed to close position and select/hire a Science TOSA to support sites in 2017-18
History- Social Science			X			Site visits and walk-throughs – English Learner (EL) Advisors invited; demo lessons; Instructional coaching; leadership team meetings; monitoring shared visions

Elementary = Green Secondary = Blue

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating scale (lowest to highest): 1 - Exploration and Research Phase; 2 – Beginning Development; 3- Initial Implementation; 4- Full Implementation; 5- Full Implementation and Sustainability

	1	2	3	4	5	Evidence
Career Technical Education				X		All course outlines and lessons incorporate the Model CTE Curriculum Standards and competencies.
Health Education Content Standards				X		Development and implementation of CAGs, CIAs. Work being done on incorporating new law into curriculum.
Physical Education Model Content Standards			X			CAGs were being developed and implemented in PE courses. Work is currently being done on athletic PE courses.
Visual and Performing Arts			X			Limited release days for continued

						ongoing training. Must continue to look at current curriculum and potential new adoptions especially in: Elementary Music, Theatre Arts. Currently working on development of CAG's /Common Interim Assessments(CIAs) and Common Formative Assessments (CFAs) for all discipline areas.
World Language				X		Standards based programs have existed. Work is being done on developing CAGS and CIAs.

Elementary = Green Secondary = Blue

Support for Teachers and Administrators

5. During the 2016-2017 school year (including summer 2016), rate the LEA's success at engaging in the following activities with teachers and school administrators?

Rating scale (lowest to highest): 1 - Exploration and Research Phase; 2 – Beginning Development; 3- Initial Implementation; 4- Full Implementation; 5- Full Implementation and Sustainability

	1	2	3	4	5	Evidence
Identifying the professional learning needs of groups of teachers or staff as a whole				X		Surveys; walkthrough data collection; PLC implementation committee
Identifying the professional learning needs of individual teachers			X			Surveys, goal setting, classroom observations, coaching, collaboration time.
Providing support for teachers in areas of Great First Instruction			X			Walkthroughs, GFI handbook/website, GFI professional learning courses, model lessons, coach/administrator feedback

Additional Information

6. Rating Scale Descriptors (lowest to highest):

1 - Exploration and Research Phase:

- Studying frameworks
- Studying other schools, data, committees, but no classroom action yet
- Pre-awareness phase
- Identifying resources

2 – Beginning Development

- Develop action plan
- Developing systems
- Still no classroom action
- Training development
- Reviewing instructional materials
- Pilot, no commitment
- Research

3- Initial Implementation

- Commitment to materials
- Launched to teachers
- Expectation all will implement
- Trying out/Experimentation; need a lot of support

4- Full Implementation

- All are using
- Everyone has been provided support
- More practice needed
- Beginning levels of accountability

5- Full Implementation and Sustainability

- Internal capacity at Sites and District
- Everyone using at high levels over time with fidelity
- Clear measure and evidence

CUSD Parent Engagement Survey

Welcome

1. I prefer to receive important school and district information via (in order of preference):

Drag items from the left-hand list into the right-hand list to order them.

Paper
Flyer/Newsletter

Phone Call

Email

Text

Website

2. I have a student that attends (click all that apply) *

- ☐ Preschool
- ☐ Transitional Kindergarten (TK)
- ☐ Elementary
- ☐ Middle School
- ☐ High School

High School

3. My high school student(s) attend (check all that apply): *

- | | |
|---|---|
| <input type="checkbox"/> Aliso Niguel | <input type="checkbox"/> San Clemente |
| <input type="checkbox"/> Bridges Community Day | <input type="checkbox"/> San Juan Hills |
| <input type="checkbox"/> California Preparatory Academy | <input type="checkbox"/> Serra |
| <input type="checkbox"/> Capistrano Valley | <input type="checkbox"/> Tesoro |
| <input type="checkbox"/> Dana Hills | |

High School II

4. For , I know how to get in contact with my student's Credentialed School Counselor and Academic Advisor? *

- ☐ Yes
- ☐ No

5. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I am aware that School Counselors are available to provide counseling related to academic, social-emotional and college/career concerns.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that School Counselors are available to provide classroom guidance lessons and individual/group counseling for my student.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that School Counselors are available to provide information about community resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Academic Advisors are available to provide academic planning and career guidance for my student.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. I know how to contact the Credentialed College and Career Counselors through Futureology. *

- ☐ Yes
- ☐ No

7. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
When planning for my student's college and career options, I am aware that Credentialed College and Career Counselors can provide one-on-one counseling.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know how to register my student in workshops and events related to college and career.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know where to send my student to learn about college search resources, application strategies, and college entrance exams.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know where to send my student to learn about career exploration resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

8. For , I know how to get in contact with the school's Parent Teacher Student Association (PTA/PTSA). *

- ☐ Yes
- ☐ No

9. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I know that I can get involved with drug awareness programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know that I can serve on a committee that serves education (libraries, hospitality, legislation, Community Advisory Committee (CAC), etc.).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know that I can participate in fundraisers for my student's school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Middle School

10. My middle school student(s) attend (check all that apply) *

- | | | |
|---|--|--|
| <input type="checkbox"/> Aliso Viejo | <input type="checkbox"/> Marco Forster | <input type="checkbox"/> Newhart |
| <input type="checkbox"/> Arroyo Vista | <input type="checkbox"/> Carl Hankey | <input type="checkbox"/> Niguel Hills |
| <input type="checkbox"/> Don Juan Avila | <input type="checkbox"/> Ladera Ranch | <input type="checkbox"/> Shorecliffs |
| <input type="checkbox"/> Bernice Ayer | <input type="checkbox"/> Las Flores | <input type="checkbox"/> Vista Del Mar |

Middle School II

11. For , I know how to get in contact with my student's Credentialed School Counselor and Academic Advisor? *

- ☐ Yes
- ☐ No

12. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I am aware that School Counselors are available to provide counseling related to academic, social-emotional and college/career concerns.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that School Counselors are available to provide classroom guidance lessons and individual/group counseling for my student.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that School Counselors are available to provide information about community resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Academic Advisors are available to provide academic planning and career guidance for my student.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

13. For , I know how to get in contact with the school's Bilingual Community Liaison. *

- ☐ Yes
- ☐ No

14. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I am aware that Bilingual Community Liaisons can inform me of parent education resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Bilingual Community Liaisons can answer questions about parent engagement at my student's school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Bilingual Community Liaisons can provide information about community resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Bilingual Community Liaisons can provide translation services.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

15. For , I know how to get in contact with the school's Parent Teacher Student Association (PTA/PTSA) *

- ☐ Yes
- ☐ No

16. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I know that I can get involved with drug awareness programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know that I can serve on a committee that serves education (libraries, hospitality, legislation, Community Advisory Committee (CAC), etc.).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know that I can participate in fundraisers for my student's school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Elementary School

17. My elementary school student(s) attend (check all that apply) *

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Arroyo Vista | <input type="checkbox"/> Don Juan Avila | <input type="checkbox"/> John Malcom | <input type="checkbox"/> San Juan |
| <input type="checkbox"/> Bathgate | <input type="checkbox"/> George White | <input type="checkbox"/> Marblehead | <input type="checkbox"/> Tijeras Creek |
| <input type="checkbox"/> Canyon Vista | <input type="checkbox"/> Harold Ambuehl | <input type="checkbox"/> Moulton | <input type="checkbox"/> Truman Benedict |
| <input type="checkbox"/> Carl Hankey | <input type="checkbox"/> Hidden Hills | <input type="checkbox"/> Oak Grove | <input type="checkbox"/> Viejo |
| <input type="checkbox"/> Castille | <input type="checkbox"/> Kinoshita | <input type="checkbox"/> Oso Grande | <input type="checkbox"/> Vista Del Mar |
| <input type="checkbox"/> Chaparral | <input type="checkbox"/> Ladera Ranch | <input type="checkbox"/> Palisades | <input type="checkbox"/> Wagon Wheel |
| <input type="checkbox"/> Clarence Lobo | <input type="checkbox"/> Laguna Niguel | <input type="checkbox"/> Philip Reilly | <input type="checkbox"/> Wood Canyon |
| <input type="checkbox"/> Concordia | <input type="checkbox"/> Las Flores | <input type="checkbox"/> R.H. Dana | |
| <input type="checkbox"/> Del Obispo | <input type="checkbox"/> Las Palmas | <input type="checkbox"/> RH Dana ENF | |

Elementary School II

18. For , I know how to get in contact with the school's Credentialed School Counselor? *

☐ Yes

☐ No

19. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I am aware that School Counselors are available to provide counseling related to academic, social-emotional and college/career concerns.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that School Counselors are available to provide classroom guidance lessons and individual/group counseling for my student.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that School Counselors are available to provide information about community resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

20. For , I know how to get in contact with the school's Bilingual Community Liaison *

☐ Yes

☐ No

21. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I am aware that Bilingual Community Liaisons can inform me of parent education resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Bilingual Community Liaisons can answer questions about parent engagement at my student's school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Bilingual Community Liaisons can provide information about community resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware that Bilingual Community Liaisons can provide translation services.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

22. For , I know how to get in contact with the school's Parent Teacher Student Association (PTA/PTSA). *

- ☐ Yes
- ☐ No

23. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I know that I can get involved with drug awareness programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know that I can serve on a committee that serves education (libraries, hospitality, legislation, Community Advisory Committee (CAC), etc.).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know that I can participate in fundraisers for my student's school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

TK

24. My transitional kindergarten student(s) attend (click all that apply). *

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Bathgate | <input type="checkbox"/> Kinoshita | <input type="checkbox"/> Philip Reilly |
| <input type="checkbox"/> Chaparral | <input type="checkbox"/> Ladera Ranch | <input type="checkbox"/> Tijeras Creek |
| <input type="checkbox"/> Don Juan Avilla | <input type="checkbox"/> Las Flores | <input type="checkbox"/> Truman Benedict |
| <input type="checkbox"/> George White | <input type="checkbox"/> Marblehead | <input type="checkbox"/> Wood Canyon |
| <input type="checkbox"/> Hidden Hills | <input type="checkbox"/> Moulton | |

TK II

25. For , I know how to contact the Early Childhood Programs department for information on TK.

☐ Yes

☐ No

26. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I am aware that the Early Childhood Programs office provides information regarding enrollment for TK.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware of information I can receive from my child's teacher regarding learning and my child's development.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware of how I can get assistance regarding the transition to Transitional Kindergarten (TK) or Kindergarten programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware of how I can access outside resources regarding child development and social emotional skills.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know how to access community resources provided by Early Childhood Programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know I can get involved in volunteering in my child's classroom.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware and receive information regarding our "Managing Challenging Behavior" parenting classes that are offered by Early Childhood Programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Preschool

27. My preschool student (s) attend (click all that apply) *

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Bathgate | <input type="checkbox"/> Concordia | <input type="checkbox"/> Las Palmas | <input type="checkbox"/> Tijeras Creek |
| <input type="checkbox"/> Bergeson | <input type="checkbox"/> Don Juan Avilla | <input type="checkbox"/> Malcolm | <input type="checkbox"/> Viejo |
| <input type="checkbox"/> Carl Hankey | <input type="checkbox"/> George White | <input type="checkbox"/> Moulton | <input type="checkbox"/> Wood Canyon |
| <input type="checkbox"/> Castille | <input type="checkbox"/> Hidden Hills | <input type="checkbox"/> Oak Grove | |
| <input type="checkbox"/> Chaparral | <input type="checkbox"/> Kinoshita | <input type="checkbox"/> Richard Henry
Dana | |
| <input type="checkbox"/> Clarence Lobo | <input type="checkbox"/> Las Flores | <input type="checkbox"/> San Juan | |

Preschool II

28. For , I know how to contact the Early Childhood Programs department for information for preschool.

- ☐ Yes
- ☐ No

29. Please indicate how much you agree or disagree with each of the following statements. Please think about the current school year as you consider each statement.

	Strongly Disagree	Disagree	Agree	Strongly Agree
I am aware that the Early Childhood Programs office provides information regarding enrollment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware of information I can receive from my child's teacher regarding learning and my child's development.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware of how I can get assistance regarding the transition to Transitional Kindergarten (TK) or Kindergarten programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware of how I can access outside resources regarding child development and social emotional skills.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know how to access community resources provided by Early Childhood Programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know I can get involved in volunteering in my child's classroom.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I know how I can serve on the Preschool Advisory Committee (PAC).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am aware and receive information regarding our "Managing Challenging Behavior" parenting classes that are offered	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Gregory Merwin, Associate Superintendent Student Support Services

Prepared by: Sara Young, Executive Director Alternative Dispute Resolution/Compliance

Date: November 8, 2017

Board Item: Parent Resource to Support Individualized Education Program Process

HISTORY

The District Strategic Plan features five key priorities. One of the priorities is “Leadership and Communication” where it describes action steps, including “develop a comprehensive databank of resources, programs and services within the District that offer families and community members access to up-to-date information”. District parents, community members, and staff members shared requests for updated resources to guide families through the Individualized Education Program (IEP) development. Their input was considered when creating this parent resource.

BACKGROUND INFORMATION

Student Support Services staff developed the attached document providing a brief overview of the IEP development process. An overview of the parent procedural safeguards is also included in the document. To review and revise the document, Trustees had small group meetings with staff to ask questions. Staff presented the resource to District principals and parent groups, revising the document at each opportunity.

CURRENT CONSIDERATIONS

This document will be available on-line (with select hyperlinks to more in depth definitions). It will also be provided to every school site and will be available in the future Family Resource Center. It is anticipated this document will facilitate ongoing conversations and increase parent involvement in the IEP team meeting and development process.

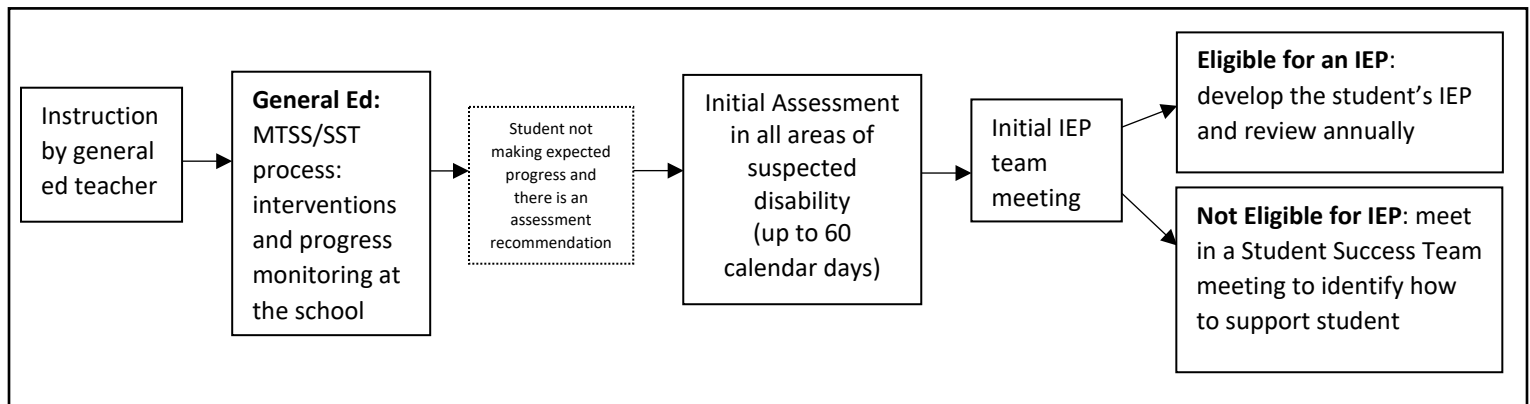
STAFF RECOMMENDATION

It is recommended the Board of Trustees recognize Gregory Merwin, Associate Superintendent, Student Support Services, to present information on this item and answer any questions Trustees may have.

PREPARED BY: Sara Young, Executive Director Alternative, Dispute Resolution/Compliance

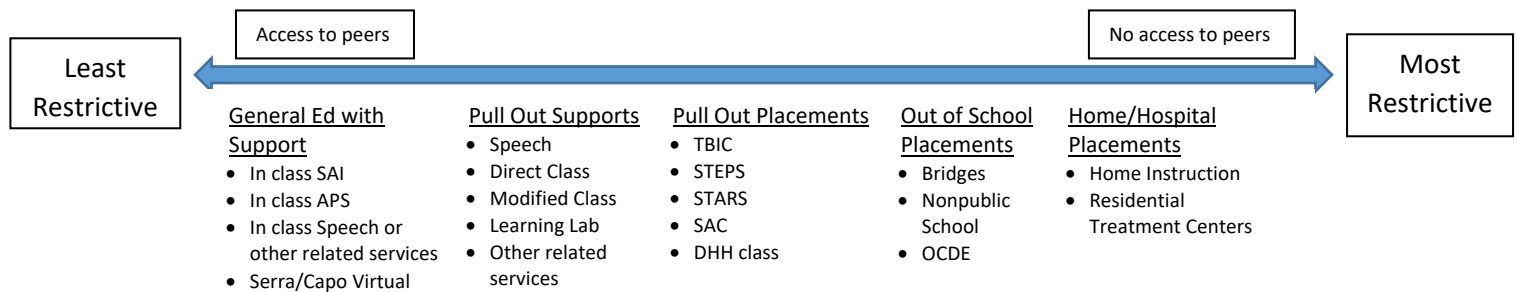
APPROVED BY: Gregory Merwin, Associate Superintendent, Student Support Services

Special Education: Individualized Education Program (IEP) Development



Continuum of Service and Placement Options

34 C.F.R. § 300.114: A student is to be educated, to the maximum extent appropriate, with children who are non-disabled



Required Components of an IEP

- Present levels of performance in areas of need
 - How student currently performs in all areas of need (including strengths and weaknesses)*
- Measurable baselines and annual goals
 - How will staff and parents know if student is making progress in the curriculum?*
- Accommodations (classroom and testing)
 - What supports need to be in place to provide the student access to general education curriculum?*
- Services to make progress toward goals
 - What special education services does student need to make progress on goals (frequency, duration, location)?*

Services, include but are not limited to:

- Therapies:
 - Speech, Occupational, Physical*
- Counseling:
 - Individual, Group, Parent*
- Other related services:
 - Social work, Intensive Behavior Intervention, Adapted Physical Education, Assistive Technology, Augmentative Alternative Communication, Behavior Support Team, Audiology, Health/Nursing*
- Specialized Academic Instruction
 - *services can be group, individual, consult, or collaboration**

Glossary of Terms

SAI: specialized academic instruction	TBIC: therapeutic behavior intervention classroom
APS: additional program support	STEPS: structured teaching educating prepared students
DHH: deaf/hard of hearing	STARS: support through academic readiness and social skills
SAC: structured autism classroom	SEALS: supporting early academic and language skills (preK)
IEP Team: general education and special education teacher, administrator, related service providers, and parents.	
*To learn more about programs, contact your home school program specialist (contact info on the S3 website)	

Special Education: Parent Rights and Procedural Safeguards

The Top 10 rights of parents and adult students (18+)

#1: To Participate. Parents have the right to refer their child for special education services, to participate in the development of an Individualized Education Program (IEP) and to be informed of all program options and alternatives, both public and nonpublic (p. 8).

#2: To Receive Prior Written Notice. Parents have a right to receive written notice, in their native language, when the district initiates or declines a request to change a student's eligibility, assessment, or educational placement (p. 4).

#3: To Consent, or Refuse to Consent. Parents must provide *informed written consent* prior to receiving special education services or a change in services. Parents may refuse to consent to assessment or placement in special education (p. 4).

#4: To a Nondiscriminatory Assessment. Students must be assessed for special education through the use of methods that are not culturally biased or discriminatory (p. 6).

#5: To Receive Independent Educational Evaluations (IEE). If parents disagree with a district assessment, they have the right to ask for and obtain an IEE at public expense. They are entitled to one IEE each time the district conducts an assessment. Without unnecessary delay, the district must either fund the assessment or file a request for a due process hearing to defend the assessment (p. 7).

#6: To Access Educational Records. Parents have a right to inspect, review, and obtain copies of their child's educational records within five business days (p. 2).



#7: To "Stay Put" in the Current Educational Program if There is a Disagreement about Placement. If parents disagree with the district regarding a proposed change in placement, the law requires the student to "stay put" in the current program while the dispute is resolved. It is possible for the program to change due to changes in grade, feeder patterns, or school program location (p. 9).

#8: To File Complaints. Parents have three state-led avenues to resolve disagreements regarding a student's IEP. They may request a hearing regarding an IEP (a due process hearing), may request mediation (a voluntary mediation process to resolve disputes), or may file a complaint with the California Department of Education. CUSD also facilitates an alternative dispute resolution (ADR) process prior to this level of dispute (p. 11).

#9: To Be Informed of School Discipline and Alternative Placement. Students with disabilities may be suspended or expelled. There are specific state and federal rules governing the suspension and expulsion of students with IEPs. If a student with a disability is in an alternative placement (e.g., suspension) for more than 10 days services must be provided (p. 9).

#10: To Be Informed of Policies Regarding Children Who Attend Private Schools. School districts are required to identify, locate, and assess students with disabilities enrolled in private schools. Although students in private school are not entitled to receive services, some students may receive services from the District (p. 10).

For more information, parents may contact the Student Support Services Department or any of the government agencies listed on the Procedural Rights and Safeguards document.

October 2017

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Prepared by: Joshua Hill, Assistant Superintendent, Secondary Education

Date: November 8, 2017

Board Item: Second Reading – Board Policy 6158, Independent Study

HISTORY

Education Code § 51745 provides approval for the District to provide Independent Study to students who meet the requirements outlined in Education Code § 51745 to 51749.6. The District provides Independent Study services at each school site through short term independent study agreements managed at the school site and through Capistrano Home School, Capistrano Virtual School, Cal Prep Academy, and Fresh Start utilizing long term independent study agreements. Based on Education Code § 51745.6, the District is able to receive apportionment for students enrolled in Independent Study for either a long term or a short term basis. Education Code § 51747 requires the District to adopt and implement written policies in order to receive such apportionment. Each year within the scope of the District's annual audit, an audit is conducted of the District's Independent Study program to ensure compliance with state law.

BACKGROUND INFORMATION

During the May 2017 annual audit, the auditors recommended that changes be made to BP 6158, *Independent Study*, in order to comply with state law. The most recent revisions to BP 6158, *Independent Study*, were made in February 2008. The recommended revisions update and align Board Policy 6158, *Independent Study*, to more accurately reflect Education Code § 51747.

- The decision to approve or disapprove requests for independent study placement will be made by the Superintendent or designee instead of the District Admission and Discharge Committee.
- The length of time that may elapse between the time an assignment is made and the date by which a student must complete the assigned work is included in the Board Policy whereas it was previously listed only in the independent study agreement.
- The process for addressing situations where students do not complete independent study assignments was aligned with language in Education Code § 51747 which identified the need to establish the number of assignments that can be missed before an evaluation is conducted to determine whether it is in the best interest of the student to remain in independent study, or whether he or she should return to the general school program and the requirement to place any findings in the student's cumulative file.

CURRENT CONSIDERATIONS

The proposed revision to Board Policy 6158, *Independent Study*, updates and aligns the policy to comply with Education Code § 51747. All of the recommendations made by the auditors were accepted and the revisions to BP 6158, *Independent Study*, reflect those recommended changes.

FINANCIAL IMPLICATIONS

None

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve Board Policy 6158, *Independent Study*.

PREPARED BY: Joshua Hill, Assistant Superintendent, Secondary Education

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

Instruction

INDEPENDENT STUDY**Purpose**

The ~~Governing~~ Board of Trustees recognizes its responsibility for the education of all students in the District. The Board authorizes the Superintendent to establish independent study as an optional alternative instructional strategy by which all enrolled students may reach curriculum objectives and fulfill graduation requirements outside of the regular classroom setting.

The primary purpose for independent study is to offer a means of individualizing the educational plan for students whose needs may be met through study outside of the regular classroom setting. Independent study may be used by all students who are motivated to achieve educationally as well as or better through this strategy than they would in the regular classroom.

Program Responsibilities

The District shall provide appropriate existing services and resources to enable students to complete their independent study successfully and shall ensure the same access to all existing services and resources in the school in which the student is enrolled as is available to all other students in the school.

Students requesting independent study and their parents/guardians should recognize that independent study at the elementary level realistically must emphasize a commitment on the part of the student's parents/guardians. At the secondary level, the major commitment must be made by the student, assisted or supported as necessary by parents and others who may assist directly with instruction.

Written Independent Study Agreements and Contracts

1. The Superintendent or designee shall ensure that each participating student has an executed written independent study agreement with the District as prescribed by law. Individual independent study agreements and any subordinate student contracts and assignments must be consistent with the District-adopted course of study.
2. The Superintendent or designee shall establish appropriate screening procedures to ensure that the necessary level of understanding and preparation exist to meet the conditions of the independent study agreement prior to its approval. ~~The District Admission and Discharge Committee~~ The Superintendent or designee shall approve/disapprove requests for independent study placement.

Timelines for Completion of Assignments

1. For K-12 students in independent study, the maximum length of time which may elapse between the time the assignment is made and the date by which the student must complete the assigned work ~~shall be listed in the independent study agreement~~ is ten consecutive school days for short-term independent study and twenty consecutive school days for long-term independent study.
2. An original representative work sample is one day's worth of assignments.
3. When any student fails to complete four independent study assignments, ~~he/she will be counseled as to possible disenrollment from the independent study program. Missing three assignments in any semester may warrant disenrollment from the independent study program.~~ an evaluation will be conducted to determine whether it is in the best interest of the student to remain in independent study, or whether he or she should return to the general school program. A written record of the findings of any evaluation will be placed in the student's cumulative file. This record shall be maintained for a period of three years from the date of the evaluation and, if the student transfers to another California public school, the record shall be forwarded to that school.

Additional Guidelines

1. Students shall not be required to participate in independent study.
2. Courses required for high school graduation shall not be offered exclusively through independent study.
3. No individual with exceptional needs, as defined in Education Code 56026, may participate in independent study unless his/her individualized education program (IEP) specifically provides for that participation.

*Legal Reference:*EDUCATION CODE*17289 Exemption for building**42238 Revenue Limits**44865 Qualifications for home teachers and teachers in special classes and school; consent to assignment**46300-46300.7 Methods of computing ADA**47612.5 Independent study in charter schools**48204 Residency based on parent employment**48206.3 Home or hospital instruction; students with temporary disabilities**48220 Classes of children exempted**48340 Improvement of pupil attendance**48915 Expulsion; particular circumstances*

48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
51225.3 Requirements for High School Graduation and Diploma Commencing with the 1988-89 School Year
51745-51749.3 Independent Study Program
52050.5 Improvement of elementary and secondary education; legislative intent
56026 Individual with exceptional needs

CODE OF REGULATIONS TITLE 5

11700 Definitions (independent study)
11701 District Responsibilities
11702 Standards for independent study; agreements
11703 Records

Management Resources:

CDE PROGRAM ADVISORIES

1113.09 Independent Study: New Legislation, SPB: 90191-04
904.86 Independent Study, SPB: 8617.5

Policy

adopted: February 8, 1999

revised: October 16, 2006

revised: February 11, 2008

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

From: Clark Hampton, Deputy Superintendent, Business and Support Services
Ryan Carter, Executive Director, Construction, Maintenance and Operations

Date: November 8, 2017

Board Item: Resolution No. 1718-21, Intent to Consider the Conveyance of an Easement to the Santa Margarita Water District for the Purposes of Providing Necessary Water Services to Esencia K-8 School

HISTORY

The District awarded Bid No. 1617-18 to Straub Construction on March 22, 2017 for the new Esencia K-8 School (Esencia) and is currently in the process of construction.

In order for the District to install and connect the necessary water services for the new school site, the Santa Margarita Water District (SMWD) requires an easement. Certain water facilities constructed and installed on the site are owned, operated, and maintained by SMWD. Specifically, SMWD requires an easement to access and maintain the connection to three water lines, each including a backflow and one including a meter assembly.

BACKGROUND INFORMATION

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.

CURRENT CONSIDERATIONS

The Santa Margarita Water District (SMWD) requires an easement in order to install and connect necessary water services, including fire protection services, to the new construction of Esencia K-8 School.

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.

FINANCIAL IMPLICATIONS

There is no financial implication.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1718-21, Intent to Consider the Conveyance of an Easement to the Santa Margarita Water District for the Purposes of Providing Necessary Water Services to Esencia K-8 School.

PREPARED BY: Ryan Carter, Executive Director, Construction, Maintenance and Operations

APPROVED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1718-21

**RESOLUTION OF INTENT TO CONSIDER THE CONVEYANCE OF AN EASEMENT
TO THE SANTA MARGARITA WATER DISTRICT FOR THE PURPOSES OF
PROVIDING NECESSARY WATER SERVICES TO ESENCIA K-8 SCHOOL**

WHEREAS, the Santa Margarita Water District (SMWD) requires an easement from the Capistrano Unified School District (District) for purposes of new connecting water and claimed water (Water Facilities) to existing water lines maintained by SMWD; and

WHEREAS, the Water Facilities will provide necessary water services, including fire protection services, to Esencia K-8 School (Esencia), located at or about the cross streets Aprender Street and Andaza Street in the unincorporated area of Orange County, California, generally known as “Rancho Mission Viejo,” identified as Orange County Assessor Parcel No. 753-301-37 (District Property); and

WHEREAS, SMWD requires an easement from the District to permit the installation and connection of three water lines, each including a backflow and one including a meter assembly, which will provide fire protection services to Esencia;

WHEREAS, the easement sought by SMWD is attached hereto as Exhibit 1, and is incorporated herein by this reference (SMWD Easement); and

WHEREAS, the specific location of the SMWD Easement is described in Exhibit A and depicted in Exhibit B to Exhibit 1; and

WHEREAS, the SMWD Easement is located in an area that will not interfere with the District’s operation of its academic 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; and

WHEREAS, Education Code § 17557 provides that the Resolution of Intent shall fix a time, not less than ten 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 SMWD 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 days before the date of the public meeting, and (2) publishing the notice once at least five 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 SMWD Easement signed by at least ten percent of the qualified electors of the District is entered, the Board may adopt a resolution to grant the proposed SMWD 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 60 days thereafter; and

WHEREAS, the Board desires to convey the SMWD Easement to SMWD 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 SMWD 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 December 6, 2017 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 December 6, 2017 meeting that the Board shall hold a public hearing on the question of conveying the SMWD Easement to SMWD.

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 public places in the District not less than ten days before the date of the meeting, and by publishing the notice once not less than five 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 November 8, 2017, 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 November 8, 2017, by a roll call vote.

By: _____
Patricia Holloway
Clerk of the Board of Trustees

By: _____
Kirsten M. Vital, Superintendent
Secretary of the Board of Trustees

EXHIBIT 1
SMWD EASEMENT

RECORDING REQUESTED BY:
Capistrano Unified School District

WHEN RECORDED MAIL TO:
Santa Margarita Water District
P.O. Box 2279
Mission Viejo, CA 92690-0279

[Space Above This line Is For Recorder's Use Only]

Mail Tax Statements to:
Santa Margarita Water District
P.O. Box 2279
Mission Viejo, CA 92690

This document is recorded for the benefit of SANTA MARGARITA WATER DISTRICT. The recording fee is exempt under *Section 6103* of the Government Code. NO CONSIDERATION

(Signature)

GRANT OF EASEMENT
TO
SANTA MARGARITA WATER DISTRICT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CAPISTRANO UNIFIED SCHOOL DISTRICT**, ("Grantors"), hereby grants and conveys to **SANTA MARGARITA WATER DISTRICT**, a California water district formed and existing pursuant to *Section 34000, et. seq.*, of the Water Code of the State of California ("Grantee"), a perpetual non-exclusive easement and right-of-way for water and sewer pipelines, together with incidental appurtenances, connections and structures in, over, under, upon, along, through and across the respective portions of the real property described in Exhibit "A" attached hereto and diagrammed in Exhibit "B" attached hereto (the "Easement Area"). The easement and right-of- way granted herein are in gross.

The easement and right-of-way granted herein include the incidental rights to enter upon and pass and repass over and along the Easement Area for the construction (including, without limitation, grading, excavation and compaction of the Easement Area), reconstruction, enlargement, improvement, repair, operation and maintenance of the facilities to be constructed by Grantee and for ingress and egress to Grantee's property. After completion of any work performed by Grantee or its agents, contractors or employee which disturbs the surface of Grantors' property, Grantee shall restore the surface of such area as close as reasonable to its original character.

The easement and right-of-way acquired herein are acquired subject to the right of Grantor, its successors and assigns, to use the surface and subsurface of the land within the Easement Area to the extent that such use is compatible with the full and free exercise of the easement and right-of-way by Grantee; provided, however, that no fences, block walls, or other structures or other improvements shall be constructed upon, over and along the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonable withheld or delayed.

No fill or paving of any nature shall be placed or maintained on the surface of the ground within the Easement Area, nor shall any earth be removed from the cover of the pipeline after construction, without prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed.

Grantee shall have the right to use gates in all of Grantors' fences which presently or hereafter cross the Easement Area, and to remove, trim, cut and clear away any trees and brush whenever in Grantee's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

IN WITNESS WHEREOF, this Grant of Easement has been executed this _____ day of _____, 20____.

CAPISTRANO UNIFIED SCHOOL DISTRICT
Grantor

By _____
Clark Hampton, Deputy Superintendent,
Business and Support Services

PLEASE NOTARIZE ALL SIGNATURES

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

Page 762 of 1197

Exhibit A
Water Line Easement
Esencia K-8 School

Those portions of Lot 65 of Tract No. 17561, in the unincorporated territory of the County of Orange, State of California, as shown on the map recorded in Book 932, Pages 1 through 38, inclusive, of Miscellaneous Maps in the Office of the County Recorder of said County as amended by Certificate of Correction recorded January 6, 2015 as Inst. No. 201500003799 and Certificate of Correction recorded September 14, 2015 as Inst. No. 2015000471543, both of Official Records of said County, described as follows:

Parcel A

Commencing at the southeasterly corner of said Lot 65, being also a point on the westerly line of Aprender Street, 64 feet wide as shown on said map of Tract No. 17561, being also the beginning of a curve to the left, concave northwesterly, having a radius of 767.50 feet, a radial line to said beginning of curve bears S50°09'03"E;

Thence, along said westerly line of Aprender Street, and northeasterly along said curve, through a central angle of 04°10'05", a distance of 55.83 feet to the beginning of a compound curve to the left, concave northwesterly, having a radius of 3902.50 feet;

Thence, continuing along said westerly line of Aprender Street, and northwesterly along said curve, through a central angle of 03°30'19", a distance of 238.74 feet to the True Point of Beginning;

Thence 1st, continuing along said westerly line of Aprender Street, and northwesterly along said curve, through a central angle of 00°17'37", a distance of 20.00 feet;

Thence 2nd, leaving said westerly line, N57°58'15"W, a distance of 11.00 feet;

Thence 3rd, S32°01'45"W, a distance of 20.00 feet;

Thence 4th, S57°58'15"E, a distance of 11.00 feet to the True Point of Beginning,

Containing 220 square feet, more or less.

Parcel B

Commencing at the southeasterly corner of said Lot 65, being also a point on the westerly line of Aprender Street, 64 feet wide as shown on said map of Tract No. 17561, being also the beginning of a curve to the left, concave northwesterly, having a radius of 767.50 feet, a radial line to said beginning of curve bears S50°09'03"E;

Thence, along said westerly line of Aprender Street, and northeasterly along said curve, through a central angle of 04°10'05", a distance of 55.83 feet to the beginning of a compound curve to the left, concave northwesterly, having a radius of 3902.50 feet;

Thence, continuing along said westerly line of Aprender Street, and northeasterly along said curve, through a central angle of 10°24'29", a distance of 708.91 feet to the beginning of a compound curve to the left, concave westerly, having a radius of 1767.50;

Thence, continuing along said westerly line of Aprender Street, and northerly along said curve, through a central angle of 01°11'13", a distance of 36.61 feet to the True Point of Beginning;

Exhibit A
Water Line Easement
Esencia K-8 School

Thence 1st, continuing along said westerly line of Aprender Street, and northerly along said curve, through a central angle of 00°38'54", a distance of 20.00 feet;

Thence 2nd, leaving said westerly line, N66°14'17"W, a distance of 11.00 feet;

Thence 3rd, S23°45'43"W, a distance of 20.00 feet;

Thence 4th, S66°14'17"E, a distance of 11.00 feet to the True Point of Beginning,

Containing 220 square feet, more or less.

Parcel C

Commencing at a point on the westerly line of Aprender Street, 64 feet wide as shown on said map of Tract No. 17561, near the northeasterly corner of said Lot 65, being the northerly terminus of that certain course shown as "N13°02'10"E 103.97" on said map of Tract No. 17561;

Thence, along said westerly line of Aprender Street, and along said course, S13°02'10"W, a distance of 103.97 feet to the beginning of a tangent curve to the right, concave westerly, having a radius of 3517.50 feet;

Thence, continuing along said westerly line of Aprender Street, and southerly along said curve, through a central angle of 00°21'32", a distance of 22.03 feet to the True Point of Beginning;

Thence 1st, continuing along said westerly line of Aprender Street, and southerly along said curve, through a central angle of 00°19'33", a distance of 20.00 feet;

Thence 2nd, leaving said westerly line, N76°26'32"W, a distance of 13.00 feet;

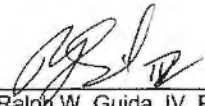
Thence 3rd, N13°33'28"E, a distance of 20.00 feet;

Thence 4th, S76°26'32"E, a distance of 13.00 feet to the True Point of Beginning,

Containing 260 square feet, more or less.

All as more particularly shown on Exhibit B, attached hereto and made a part hereof.

This document has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Ralph W. Guida, IV, PLS 7076

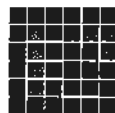
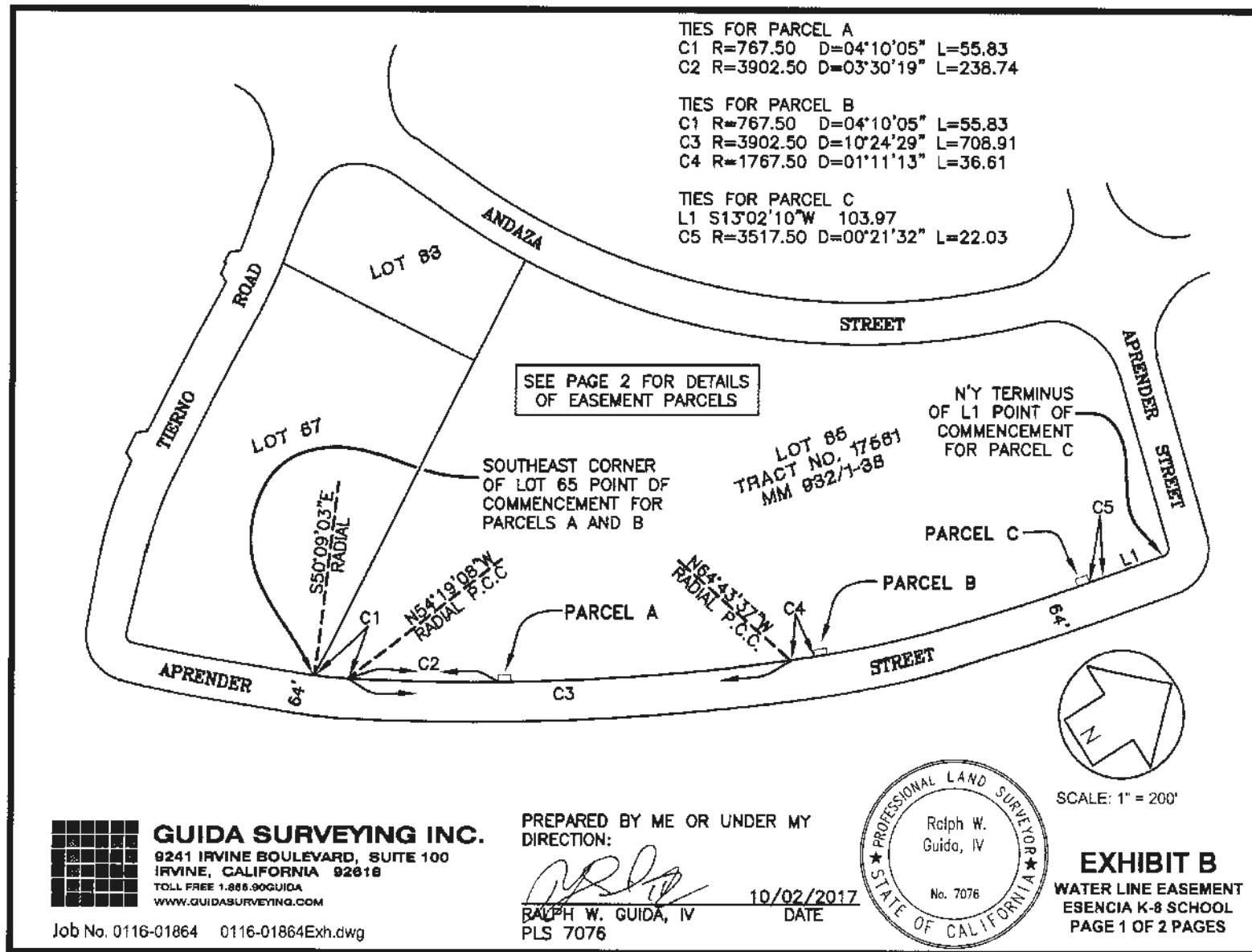
10/2/17
Date



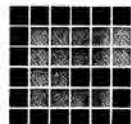
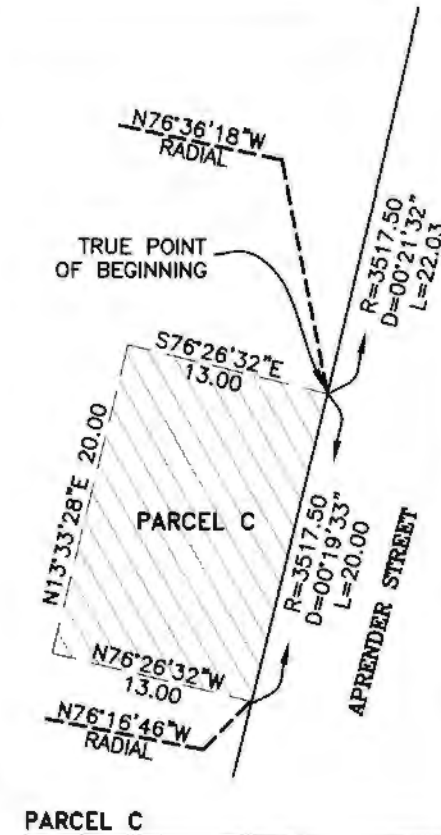
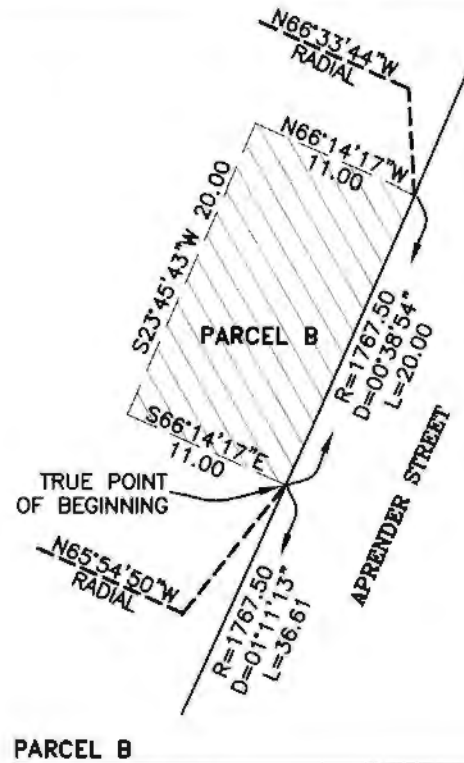
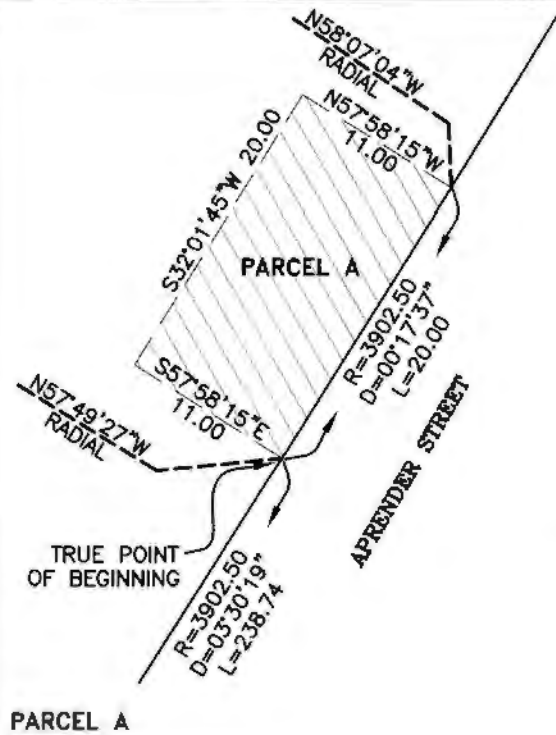
Job No. 0116-01864
0116-01864L1.docx

Page 2 of 2 Pages

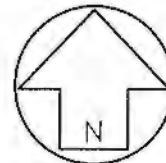




GUIDA SURVEYING INC.
 9241 IRVINE BOULEVARD, SUITE 100
 IRVINE, CALIFORNIA 92618
 TOLL FREE 1.888.90GUIDA
 WWW.GUIDASURVEYING.COM



GUIDA SURVEYING INC.
 9241 IRVINE BOULEVARD, SUITE 100
 IRVINE, CALIFORNIA 92618
 TOLL FREE 1.855.90GUIDA
 WWW.GUIDASURVEYING.COM



SCALE: 1" = 10'

EXHIBIT B
 WATER LINE EASEMENT
 ESENCIA K-8 SCHOOL
 PAGE 2 OF 2 PAGES

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Date: November 8, 2017

Board Item: Update on Solar Energy Projects

HISTORY

Following the implementation of energy efficiency projects, District staff began consideration of solar energy generation projects. ARC Alternatives, an independent energy advisor, prepared a feasibility study considering solar installation at the six comprehensive high schools plus the District office.

BACKGROUND INFORMATION

On July 26, 2017, the Board of Trustees received an information presentation from ARC Alternatives on the results of the solar feasibility study. ARC Alternatives recommended the District issue a Request for Proposals (RFP) to solar vendors to implement the solar projects, and submit an application for financing the solar projects with Clean Renewable Energy Bonds (CREBs), a low interest cost method of financing subsidized by the United States Department of Treasury. On October 11, 2017 the Board of Trustees received an information presentation from Government Financial Strategies, the District's financial advisor, on CREBs, the financing process, and proposed timeline.

CURRENT CONSIDERATIONS

ARC Alternatives will present information on the current status of the RFP to solar vendors, preliminary results, and the proposed process and timeline leading up to Board consideration of a solar vendor.

FINANCIAL IMPLICATIONS

If the Board decides to move forward with the solar projects, it is estimated the District will achieve savings from the reduction in energy cost.

DATA

The solar feasibility study estimated net project cash flow benefits of approximately \$100,000 to \$200,000 per year, totaling nearly \$3.7 million over 25 years.

STAFF RECOMMENDATION

It is recommended the Board of Trustees receive the information presentation. This is an information item only and no Board action is necessary.

PREPARED BY: Clark Hampton, Deputy Superintendent, Business and Support Services



SOLAR PROCUREMENT UPDATE

Prepared for:
Capistrano Unified School District
Board of Trustees

Prepared by:
ARC Alternatives
November 8, 2017
San Francisco, CA



Background

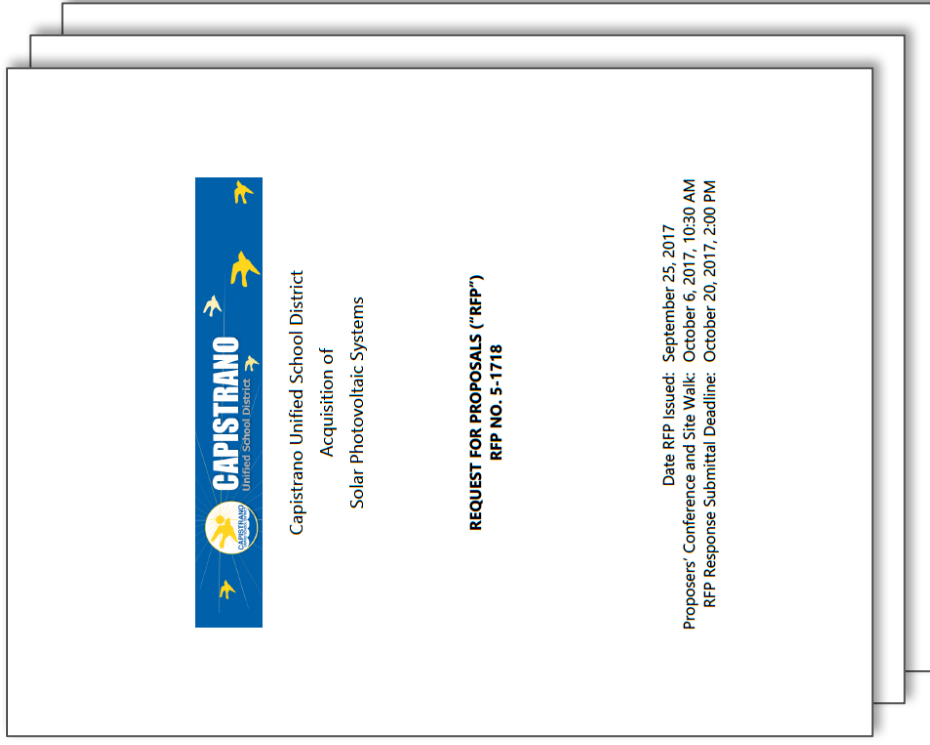
Capistrano Unified School District released an RFP on 9/25/17. The RFP asks for proposals for both solar and battery storage (optional) at seven sites. Proposals were received on 10/20/17.

This presentation includes the following:

- Summary of what we asked for in the RFP
 - Overview of proposals received by the District
 - Comparison of proposal pricing to pricing and other assumptions in the Feasibility Study
 - Description of proposed layouts and impacts on aesthetics and trees
- Discussion of the procurement process and next steps

What the District Asked For

- Solar required at all sites
 - Battery storage proposals optional
 - Asked for both direct purchase (CREB funding) and power purchase (PPA) proposals
 - Energy production targets specified, not system size
- Preferred system locations, consistent with Feasibility Study, identified
- Any trees removed as result of project required to be replaced on-site



What the District Received

Note: Evaluation ongoing, so we can only discuss in general terms

- 13 proposal received
- Wide variety of proposers in terms of size, location, and experience
- Subset of proposers also offer battery storage systems



Proposals vs. Feasibility

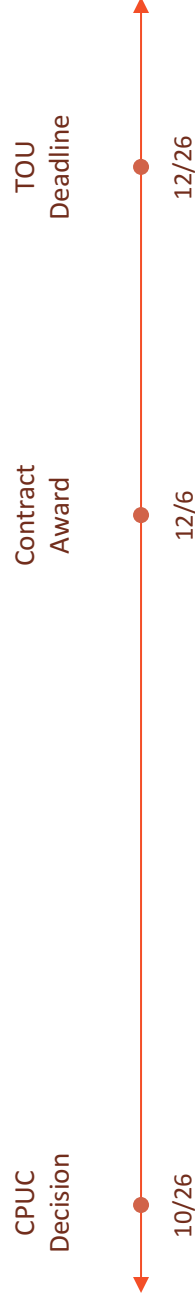
Proposal Pricing

- CREBs budget is \$23.4 million, based on pricing assumptions from Feasibility Study
- All proposals came in under the CREBs budget and several were significantly lower
- PPA pricing also competitive

CPUC

Decision on October 26 to reopen time-of-use (TOU) grandfathering for an additional 60 days

District is in an excellent position to submit interconnection agreements before the deadline, further improving projected savings from the project



Layouts and Impacts

Layouts

- Consistent with RFP requirements and Feasibility Study
- Most proposals came in at around 7 MW of solar capacity
- Significant coverage of parking lots

Trees

- Proposals mixed in terms of how trees are addressed
 - Range of mature and younger trees
 - Count ranges from about 130 to 230 trees
- Proposals all include replanting, as required

Look and Feel











Look and Feel



Going Forward

Proposal Evaluation

- Determined shortlist week of 10/30, based on initial evaluation of all criteria:
 - Qualifications and experience
 - Approach and technology
 - Economics (savings)
 - Financial strength of Proposer
- Conduct interviews with shortlisted Proposers
- Finalize evaluation and recommend award

Next Steps

- Complete evaluation
- Finalize economic analysis and project cash flow
- Negotiate contract
- Return to Board on 12/6 with:
 - Recommendation for award
 - Government Code 4217 findings
 - Updated financial plan and cash flow
- Prepare and submit interconnection applications to secure TOU grandfathering

SITE LAYOUT REFERENCE SLIDES – FEASIBILITY STUDY

Aliso Niguel High School

Site Usage Summary	
Current Baseline Usage (kWh/year)	2,639,146
Anticipated Prop 39 Savings (%)*	16%
Post-Prop 39 Consumption (kWh/year)	2,208,716
Solar Production Target (80% Post Prop 39)	1,766,973

*Assumes implementation of recommended projects per expenditure plan

Necessary Capacity	
Approx. Ideal Size	1,103 kW
Available Capacity	
Shade Structure	1,421 kW



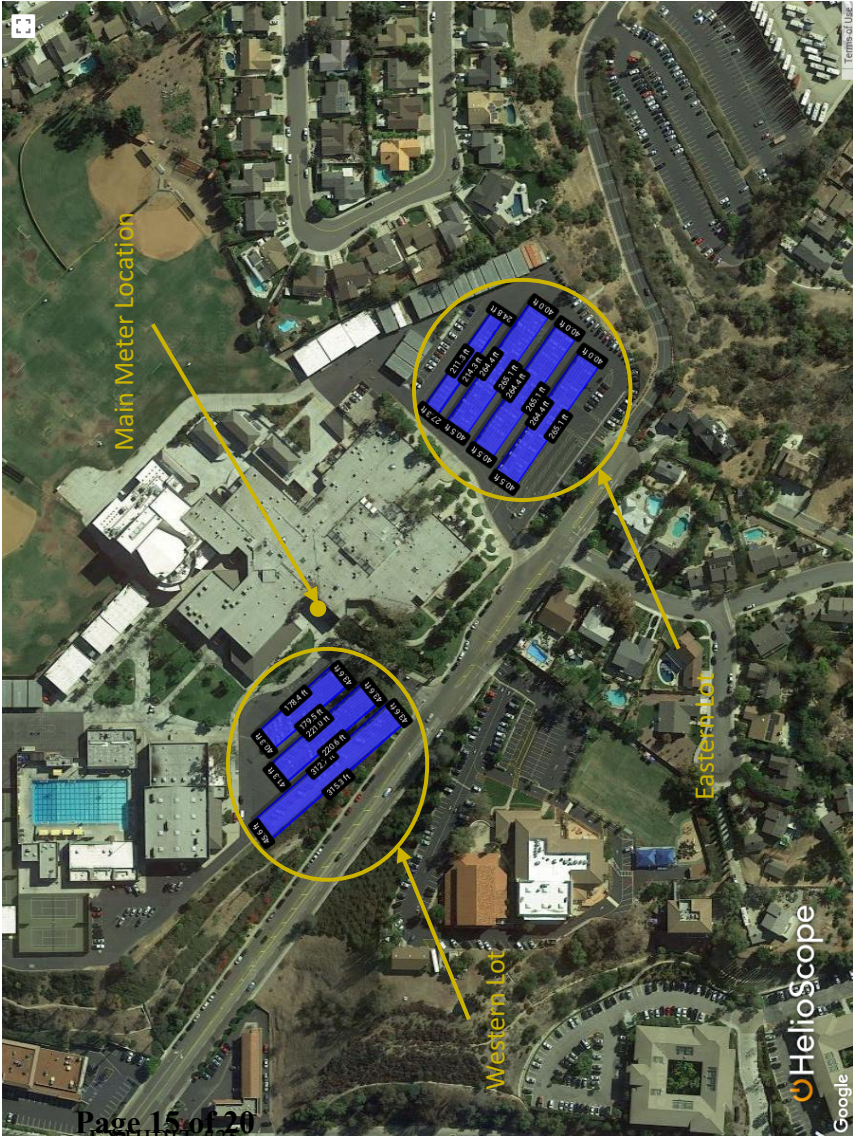
Aliso Niguel High School has two primary parking lots that are ideal for shade solar shade structures; the larger northern lot and the smaller southern lot. While all of the capacity required to offset the post energy efficiency project site load can be located in the Northern lot, there may be need to locate a shade structure in the southern lot to cover ample accessible parking spaces to meet DSA requirements. Locating shade structures in these parking areas will require of trees and parking lot lighting. Parking lights may be repurposed at other schools. The main meter location may require a transformer be included with the system to avoid significant transmission power loss.

Capistrano Valley High School

Site Usage Summary	
Current Baseline (kWh/year)	2,833,336
Anticipated Prop 39 Savings (kWh)*	19%
Post-Prop 39 Consumption (kWh/year)	2,301,600
Solar Production Target (80% Post Prop 39)	1,841,280

* Assumes implementation of recommended projects per expenditure plan

Necessary Capacity	
Approx. Ideal Size	1,116 kW
Available Capacity	
Shade Structure	1,068 kW



Capistrano Valley High School has two large parking areas that would be ideal for solar shade structures; the Western lot and the Eastern lot. The Eastern lot's distance from the main meter location may require a transformer to avoid significant transmission losses. While the available space identified is slightly lower than the ideal, the ideal capacity could likely be met in detailed design.

Several large palm and eucalyptus trees were noted on the edges of the Western lot. These trees would need to be removed or trimmed depending on the final locations of any shade structure. Lighting in the parking areas will need to be removed.

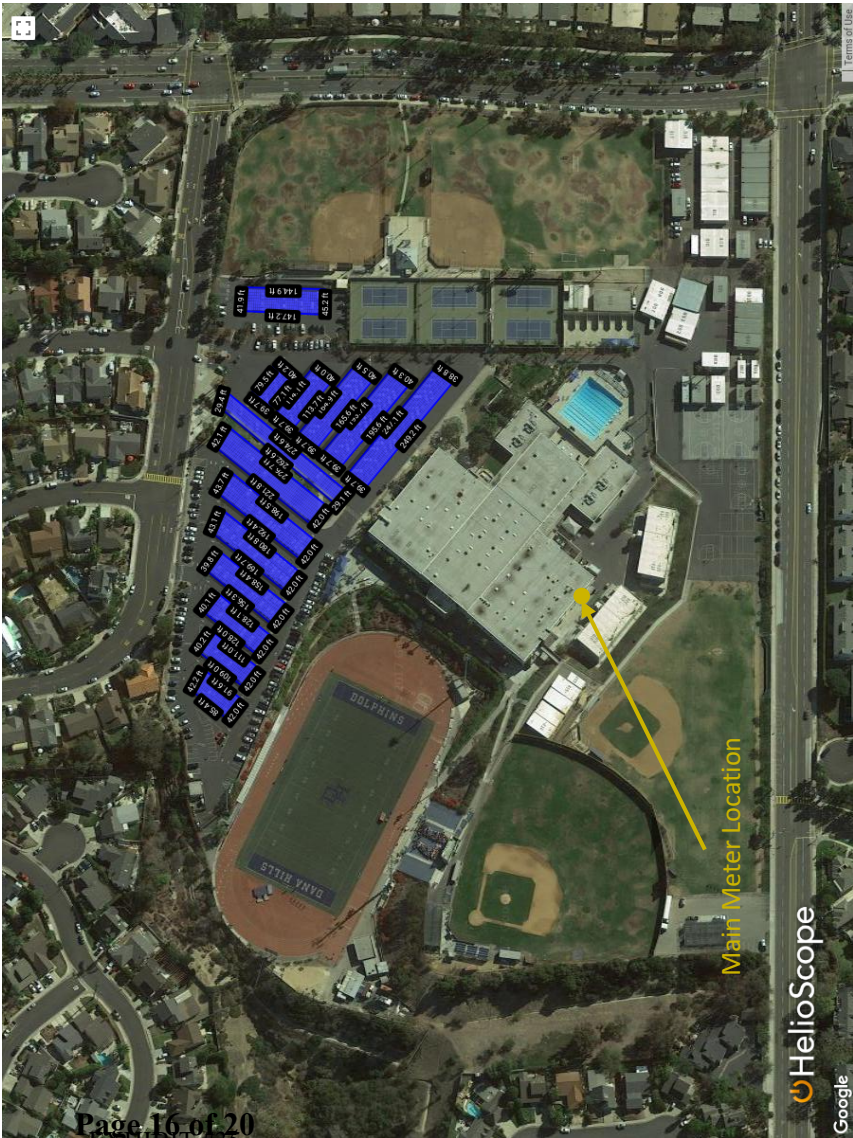


Dana Hills High School

Site Usage Summary	
Current Baseline (kWh/year)	2,145,466
Anticipated Prop 39 Savings (kWh)*	0.60%
Post-Prop 39 Consumption (kWh/year)	2,133,093
Solar Production Target (80% Post Prop 39)	1,706,474

* Assumes implementation of recommended projects per expenditure plan

Necessary Capacity	
Approx. Ideal Size	1,039 kW
Available Capacity	
Shade Structure	1,395 kW



Page 16 of 20
EXHIBIT #35

Dan Hills High School has an ideal parking large parking area at the entrance of the school.

The primary concern for this site is interconnecting a solar system to the main meter location, which is located behind the school. There is an access ally that follows the western perimeter of the main school building that could be used. This path is quite long and will likely require transformers installed to avoid transmission power loss.

District Office

Site Usage Summary	
Current Baseline (kWh/year)	1,738,877
Anticipated Prop 39 Savings (kWh)*	0%
Post-Prop 39 Consumption (kWh/year)	1,738,877
Solar Production Target (80% Post Prop 39)	1,391,101

* Assumes implementation of recommended projects per expenditure plan

Necessary Capacity	
Approx. Ideal Size	887 kW
Available Capacity	
Shade Structure	902 kW



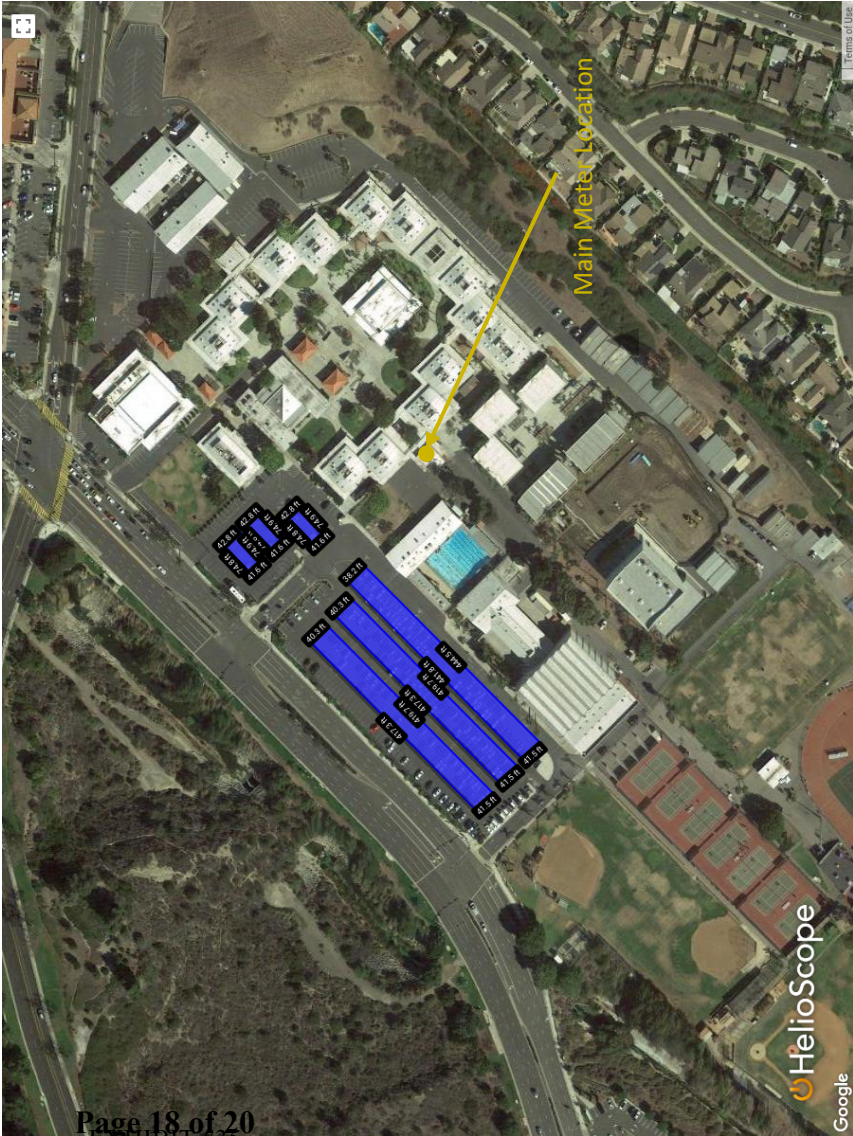
The District Office building has ample space in the parking lot to offset the load at the site with solar shade structures. The build’s main meter location is in the southern portion of the facility. The District Office parking area has many large trees in the that will need to be removed for the addition of the solar shade structures. On the site walk, some of these trees looked to architectural, so care should be taken during the development of shade structure layout to accommodate them if necessary.

San Clemente High School

Site Usage Summary	
Current Baseline (kWh/year)	1,920,013
Anticipated Prop 39 Savings (kWh)*	20%
Post-Prop 39 Consumption (kWh/year)	1,530,376
Solar Production Target (80% Post Prop 39)	1,224,300

*Assumes implementation of recommended projects per expenditure plan

Necessary Capacity	
Approx. Ideal Size	752 kW
Available Capacity	
Shade Structure	984 kW



San Clemente High School has an ideal parking area in the from of the school. The meter location provides for an easy interconnection pathway. Both sides of the parking area will likely need to include a shade structure to accommodate shade over existing ADA spaces.

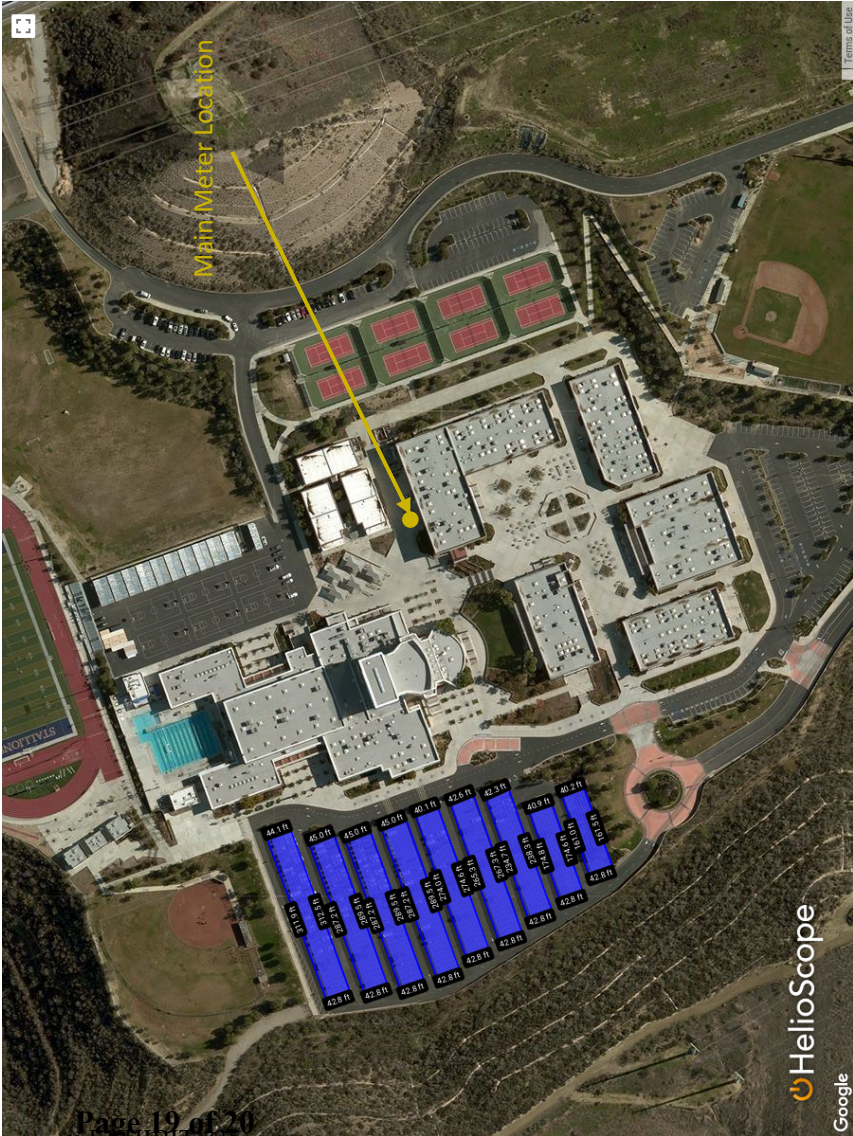
The system size at this school may need to be revised after the load from the new classroom building is added. The new classroom is anticipated to be operational this year and the system size can re-evaluated at that time.

San Juan Hills High School

Site Usage Summary	
Current Baseline (kWh/year)	3,012,479
Anticipated Prop 39 Savings (kWh)*	37.5%
Post-Prop 39 Consumption (kWh/year)	1,883,355
Solar Production Target (80% Post Prop 39)	1,506,684

* Assumes implementation of recommended projects per expenditure plan

Necessary Capacity	
Approx. Ideal Size	914 kW
Available Capacity	
Shade Structure	1,504 kW



San Juan Hills High School has a large parking lot that is ideal for solar shade structures. The system size at this school may need to be revised after the load from the new classroom building is added. The new classroom is anticipated to be operational this year and the system size can re-evaluated at that time.

The meter location here presents a challenge for interconnection due to the distance from the parking lot and the available pathways to it. Care will need to be taken to specify surface finishes be restored to match existing for any trenching across architectural flat work.



Tesoro High School

Site Usage Summary	
Current Baseline (kWh/year)	2,855,263
Anticipated Prop 39 Savings (kWh)*	15.7%
Post-Prop 39 Consumption (kWh/year)	2,406,882
Solar Production Target (80% Post Prop 39)	1,925,505

*Assumes implementation of recommended projects per expenditure plan

Necessary Capacity	
Approx. Ideal Size	1,203 kW
Available Capacity	
Shade Structure	1,843 kW



Page 20 of 20
EXHIBIT #35

Tesoro high has a large parking lot on its northern side that is ideal for solar shade structures. The slope of the parking lot will need to be accounted for in any designs to ensure the aesthetics of the project match District expectations.

The main meter location provides a simple pathway for interconnection.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT

To: Board of Trustees

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

Date: November 8, 2017

Board Item: Resolution No. 1718-24, Authorizing 2017 Certificates of Participation (Clean Renewable Energy Bonds) for Solar Energy Projects

HISTORY

Following the implementation of energy efficiency projects, District staff began consideration of solar energy generation projects. ARC Alternatives, an independent energy advisor, prepared a feasibility study considering solar installation at the six comprehensive high schools plus the District office.

BACKGROUND INFORMATION

On July 26, 2017, the Board of Trustees received an information presentation from ARC Alternatives on the results of the solar feasibility study. On October 11, 2017 the Board of Trustees received an information presentation from Government Financial Strategies, the District's financial advisor, on financing the solar energy projects with Clean Renewable Energy Bonds.

CURRENT CONSIDERATIONS

The Resolution authorizes the issuance of Certificates of Participation, with the designation of Clean Renewable Energy Bonds and approves the associated legal documents. The financing would be issued in the amount of not-to-exceed \$26 million for the purpose of funding solar energy projects.

FINANCIAL IMPLICATIONS

The financing is expected to be paid from a combination of avoided energy costs and Federal subsidies. If the Board decides to move forward with the solar energy projects, it is estimated the District will achieve savings from the reduction in energy cost.

DATA

The solar feasibility study estimated net project cash flow benefits of approximately \$100,000 to \$200,000 per year, totaling nearly \$3.7 million over 25 years.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1718-24.

PREPARED BY: Clark Hampton, Deputy Superintendent, Business and Support Services



MEMORANDUM

To: Clark Hampton

From: Keith Weaver *KW*
Sirikhwan Weaver *S.W.*

Date: October 27, 2017

Re: 2017 Certificates of Participation—Authorizing Resolution and Financing Documents

Clark, in order to assist the Board with a review and understanding of the main documents involved with the issuance of the 2017 Certificates of Participation (the "Certificates"), we have prepared this memorandum summarizing the purpose and contents of the authorizing resolution and associated legal documents.

Resolution

In addition to authorizing the sale of the Certificates via competitive bid process to finance energy projects and fund financing costs, the resolution also:

- Sets the maximum amount of Certificates that may be issued (\$26 million). Note that we will only issue as much as needed to accomplish the energy project and fund financing costs, but the maximum allows us the flexibility to adjust to changing market conditions.
- Sets the maximum interest rate to 6%, and the maximum underwriter's discount (or compensation) to 2%.
- Designates a component of the Certificates as New Clean Renewable Energy Bonds.
- Authorizes District officials to engage our firm as financial advisor, Dannis Woliver Kelley as special counsel.
- Approves the forms of various financing documents listed below.
- Authorizes certain District officials— such as the Superintendent and the Director, Business and Support Services—to execute the final versions of such documents to be completed after the sale of the Certificates.

Note that since the resolution approves the financing documents in form only to be finalized after the sale of the Certificates, many of the financial terms in the documents are blank, and will be filled in following the results of the sale.

Form of the Site Lease

Under the Site Lease, the District leases the school site chosen as collateral for the Certificates to a non-profit corporation, the Capistrano Unified School District School Facilities Corporation (the "Corporation"), in exchange for a one-time payment equal to the Certificates' proceeds.

Form of the Lease Agreement

Under the Lease Agreement, the Corporation subleases the collateral back to the District in exchange for rental payments. The rental payments made by the District to the Corporation are subsequently assigned to the bank designated as Trustee (U.S. Bank National Association) in the Assignment Agreement (see below) and serve as the District's debt service payments. Basic terms of the Lease Agreement include, among other items:

- The duration of the lease and the amount and timing of rental payments.
- A provision for the substitution of collateral, in the event the District desires to substitute another school facility or site in place of the original collateral.
- A covenant that the District will annually furnish to the Trustee a certificate of the District stating that the District budget for the year includes the rental payments due in that year (the Trustee may send you a formal request for the annual certificate).
- Provisions stating the required minimum levels of insurance for the collateral and the requirement to furnish to the Trustee certificates confirming the renewal of the policies prior to their expiration.
- Provisions regarding prepayment of the lease, including mandatory prepayment from any remaining proceeds from the New Clean Renewable Energy Bonds, proceeds from property insurance or eminent domain proceeds.

Form of Assignment Agreement

The Assignment Agreement between the Corporation and the Trustee assigns the Corporation's rights under the Site Lease and the Lease Agreement to the Trustee, including the right to receive rental payments made by the District.

Form of the Trust Agreement

The Trust Agreement between the Trustee, the District and the Corporation establishes the terms and conditions upon which the Certificates will be delivered to investors and identifies other terms of the Certificates including:

- The duration and structure of the Certificates, and debt service payments.
- Provisions for prepayment of the Certificates, both optional and mandatory (as in the case of eminent domain, for example).
- The creation of funds and accounts associated with the Certificates and the application of the Certificates' proceeds.
- Roles and responsibilities of the Trustee.
- How and when the legal documents may be amended.

Form of the Certificate Purchase Agreement

The Certificate Purchase Agreement between the District and the winning underwriter will be signed on the day of sale. The Certificate Purchase Agreement identifies the purchase price that the District will receive, as well as the interest rates on the Certificates. The Certificate Purchase Agreement also outlines the documents that are required to close the financing and describes conditions under which the agreement can be canceled by the winning underwriter.

Form of the Continuing Disclosure Certificate

The Continuing Disclosure Certificate outlines the District's responsibilities for updating the municipal market and investors with information after the Certificates have been issued. The intent is to inform the market of the annual financial condition of the District as well as other events that may be significant to investors, as they occur. The required content of the annual report and the list of significant events are outlined in the Continuing Disclosure Certificate.

Form of the Preliminary Official Statement

The Preliminary Official Statement (the "POS") is the offering document containing material information for an investor to make an informed investment decision. Please note that the POS

provided is a draft and is not complete. The completed version of the POS will be prospective investors approximately one week before the currently planned sale date of December 7, 2017.

Each Board member should review the POS and let District staff know if there are any concerns that the POS fails to provide accurate and complete information that a reasonable investor would consider significant in making a decision to purchase the Certificates. In reviewing the POS, please keep in mind that it is written with a certain amount of disclaimer and formality. This style is consistent with the industry standard for preparing such documents and enables the Certificates to be effectively marketed to potential investors. Based on the current schedule of events, it would be very helpful if any questions or comments regarding the POS could be shared with us by November 27.

After the sale of the Certificates, we will incorporate the terms of the sale, including the final principal amounts and interest rates, at which point the document becomes the final Official Statement. The resolution also authorizes officers of the District to execute the final Official Statement.

Clark, please let us know if you have any questions or comments.

KBW:SKW/skw

CAPISTRANO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 1718-24

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (NEW CLEAN RENEWABLE ENERGY BONDS) (SERIES A – DIRECT SUBSIDY) AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (SERIES B – TAXABLE) IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$26,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS, AGREEMENTS, AND RELATED ACTIONS

WHEREAS, the Capistrano Unified School District ("District") is a school district organized and existing under and pursuant to the Constitution and laws of the State of California ("State");

WHEREAS, the Capistrano Unified School District School Facilities Corporation ("Corporation") is a duly formed and authorized nonprofit public benefit corporation, organized and existing under the laws of the State of California;

WHEREAS, the Corporation was formed for the purpose of assisting the financing of certain public capital improvements for the benefit of the District, and the members of the Board of Directors of the Corporation must at all times be members of the Board of Trustees of the District ("Board of Trustees");

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount not to exceed \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code ("Code") to finance various solar photovoltaic projects of the District (collectively, the "Project") at seven high school sites, which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code;

WHEREAS, Government Code section 4217.13 authorizes a school district to enter into a facility financing contract to finance energy conservation facilities in accordance with the provisions thereof and on terms that its governing body determines are in the best interest of the district, so long as a noticed public hearing is held and required findings are made;

WHEREAS, in accordance with Government Code sections 4217.10, *et seq.*, on October 25, 2017, the District posted and provided notice of a public hearing at which the Board of Trustees would consider this Resolution, and has held the public hearing and provided an opportunity for public comment;

WHEREAS, Government Financial Strategies inc. ("GFSI"), has provided the District with analysis (the "Analysis") showing funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, are projected to be available from revenues resulting from sales of electricity or thermal

energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the District in the absence of the energy conservation facility, or both, in accordance with Government Code section 4217.13;

WHEREAS, to finance the costs of the Project, the District now desires to authorize the execution and delivery of the (a) Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy) (“Series A Certificates”) and (b) the Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) (“Series B Certificates”) (collectively, “Certificates”) pursuant to a Trust Agreement (“Trust Agreement”), by and among the District, the Corporation and U.S. Bank National Association (“Trustee”);

WHEREAS, the District desires to designate the Series A Certificates for purposes of Section 54C(a)(3) of the Code as “new clean renewable energy bonds” within the meaning of Section 54C(a) of the Code;

WHEREAS, the District will lease certain real property and the improvements thereon (“Property”) to the Corporation pursuant to the Site Lease (“Site Lease”) to be entered into by and between the District and the Corporation, and will sublease the Property back from the Corporation pursuant to the Lease Agreement to be entered into by and between the District and the Corporation (“Lease Agreement”);

WHEREAS, all rights to receive such lease payments will be assigned without recourse by the Corporation to the Trustee pursuant to an Assignment Agreement to be entered into by such parties;

WHEREAS, in consideration of such assignment and the execution of the Trust Agreement, the Trustee will execute and deliver the Certificates, each evidencing a direct, fractional undivided interest in the lease payments to be paid under the Lease Agreement;

WHEREAS, a form of the Certificate Purchase Agreement by and between the District and a purchaser (“Purchaser”) to be selected via a competitive selection process (“Purchase Agreement”) relating to the Certificates has been prepared;

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to sell the Certificates, the Purchaser thereof must have reasonably determined that the District has undertaken, in a written agreement or contract for the benefit of the holders of the Certificates, to provide disclosure of certain financial information and certain material events on an ongoing basis;

WHEREAS, in order to comply with Rule 15c2-12, the District proposes to enter into a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”);

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Certificates has been prepared;

WHEREAS, the Board of Trustees has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions;

WHEREAS, pursuant to Section 17150.1(a) of the Education Code of the State (the "Education Code"), the District provided notice to Orange County Superintendent of Schools and the Orange County Auditor/Controller of its plan to authorize certificates of participation and its ability to repay the obligations;

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED by this Board of Trustees of the Capistrano Unified School District, County of Orange, California, as follows:

SECTION 1. Recitals. All of the recitals herein contained are true and correct and the Board so finds.

SECTION 2. Government Code Findings. The Board hereby finds, based on the Analysis and in accordance with the requirements of Government Code section 4217.13, that funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both.

SECTION 3. Approval of Site Lease. The form of the Site Lease, on file with the Secretary of the Board, is hereby approved, and each of the President of the Board, and such other members of the Board as the President may designate, the Superintendent of the District, the Deputy Superintendent, Business and Support Services of the District and such other officers or employees of the District as the Superintendent or the Deputy Superintendent may designate (collectively, the "Authorized Officers"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Site Lease in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. Approval of Lease Agreement. The form of the Lease Agreement, on file with the Secretary of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Lease Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of the principal components of the lease payments payable under the Lease Agreement shall not exceed \$26,000,000, the term of the Lease Agreement shall not exceed 30 years (provided that such term may be extended as provided therein) and the rate applicable to the interest components of the lease payments payable under the Lease Agreement shall not exceed 6% per annum. The Property to be leased under the Site Lease and the Lease Agreement shall consist of the school site and facilities described in the Lease Agreement on file with the Secretary of the Board and/or such other or additional school sites and facilities of the District as are

selected by the Superintendent or the Deputy Superintendent and are determined by such official to have an annual fair rental value at least equal to the annual lease payments to be made under the Lease Agreement. The Board hereby determines that the lease payments due under the Lease Agreement in each fiscal year are reasonable and will not exceed the fair rental value of the Property to the District in each fiscal year and that each individual lease payment will be accompanied by consideration received by the District corresponding to that payment.

SECTION 5. Approval of Trust Agreement. The form of Trust Agreement, on file with the Secretary of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Trust Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. Bond Insurance. Each of the Authorized Officers, acting alone, is hereby authorized (a) to solicit bids on a municipal bond insurance policy insuring the payment of principal of and interest on the Certificates and a reserve fund surety policy to fund all or part of the reserve fund for the Certificates, (b) to negotiate the terms of such policies, (c) to finalize the form of such policies with a municipal bond insurer (the "Insurer"), and (d) to pay the insurance premium of such policies from the proceeds of the sale of the Certificates.

SECTION 7. Approval of Execution and Delivery of Certificates of Participation. The execution and delivery of the Certificates evidencing principal in an aggregate amount not to exceed \$26,000,000, payable in the years and in the amounts, and evidencing interest as specified in the Trust Agreement as finally executed, are hereby authorized and approved; provided however, that the aggregate principal amount of the Series A Certificates shall not exceed the Allocation. The Series A Certificates are hereby designated as "New Clean Renewable Energy Bonds" for purposes of Section 54C(a) of the Code.

SECTION 8. Approval of Certificate Purchase Agreement. The form of the Purchase Agreement, by and between the District and the Purchaser to be selected pursuant to a competitive process conducted by Government Financial Strategies inc., financial advisor to the District ("Financial Advisor"), is hereby approved and each of the Authorized Officers, acting alone, is hereby authorized and directed to approve, execute and deliver such Purchase Agreement, substantially in the form on file with the Secretary of the Board, with such changes therein as the Authorized Officer executing the same may require or approve, with such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the underwriter's discount, excluding original issue discount or premium on the Certificates, shall not exceed 2.0% of the aggregate of principal amount of Certificates. Each Authorized Officer is further authorized to determine the principal amount of the Certificates to be sold pursuant to the Purchase Agreement, up to \$26,000,000.

SECTION 9. Approval of Filing Agent Agreement. The form of Filing Agent Agreement, on file with the Secretary of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Filing Agent Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. Approval of Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, on file with the Secretary of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 11. Approval of Preliminary Official Statement. The form of Preliminary Official Statement, on file with the Secretary of the Board, with such changes therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. Each of the Authorized Officers, acting alone, is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

SECTION 12. Approval of Official Statement. The preparation and delivery of an Official Statement, and its use by the Purchaser in connection with the offering and sale of the Certificates, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the delivery thereof to the Purchaser. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement and any amendment or supplement thereto and thereupon to cause the final Official Statement and any such amendment or supplement to be delivered to the Purchaser.

SECTION 13. Designation of Series A Certificates as New Clean Renewable Energy Bonds. The District designates the Series A Certificates for purposes of Section 54C(a)(3) of the Code as "new clean renewable energy bonds" within the meaning of Section 54C(a) of the Code. The District desires to receive direct cash subsidy payments from the United States Department of Treasury as provided by Section 6431 of the Code with respect to the Series A Certificates and, in that connection, to irrevocably elect to have Section 6431(f) of the Code apply to the Series A Certificates.

SECTION 14. Designation of Finance Team. The Board hereby confirms the designation of Government Financial Strategies inc. as Financial Advisor and the law firm of Dannis Woliver Kelley as Special Counsel to the District in connection with the execution and delivery of the Certificates in accordance with the professional services agreements previously entered into with such members of the finance team.

SECTION 15. Official Action. The Superintendent, Deputy Superintendent, or a designee, the President of the Board, the Clerk of the Board and all other officers of the District are each authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved pursuant to this Resolution. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or his behalf in the case such officer is absent or unavailable.

SECTION 16. Prior Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

SECTION 17. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District of Orange County, California, this 8th day of November, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

- - - - -

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I, Patricia Holloway, Clerk of the Board of Trustees of the Capistrano Unified School District, County of Orange, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board of Trustees at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the Office of said Board.

Date

Clerk of the Board of Trustees

RECORDING REQUESTED BY:
Capistrano Unified School District

AND WHEN RECORDED MAIL TO:
Dannis Woliver Kelley
750 B Street, Suite 2310
San Diego, California 92101
Attn: Janet Mueller, Esq.

[Space above for Recorder's use.]

This document is recorded for the benefit of the Capistrano Unified School District and recording is fee-exempt under § 27383 of the Government Code.

SITE LEASE

by and between

CAPISTRANO UNIFIED SCHOOL DISTRICT

and

CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Dated as of December 1, 2017

Relating to

**\$_____ CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION
(NEW CLEAN RENEWABLE ENERGY BOND) (SERIES A – DIRECT SUBSIDY) AND**

**\$_____ CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION (SERIES B – TAXABLE)**

SITE LEASE

This SITE LEASE, executed and entered into as of December 1, 2017, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), and the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation");

WITNESSETH:

WHEREAS, the Corporation was formed for the purpose of assisting the financing and refinancing of capital improvements for the benefit of the District, and the members of the Board of Directors of the Corporation are the members of the Board of Trustees of the District ("Board of Trustees"); and

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount of \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code (the "Code") to finance various solar photovoltaic projects of the District (collectively, the "Project") which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code; and

WHEREAS, in order to finance the Project, the Corporation is entering into this Site Lease (the "Site Lease") with the District for the purpose of having the District lease the real property and improvements described in **Exhibit A** hereto (the "Property"), to the Corporation; and

WHEREAS, the Corporation intends to lease back the Property to the District pursuant to a Lease Agreement to be executed and entered into as of the date hereof (the "Lease"); and

WHEREAS, by resolutions duly adopted by their respective governing boards, the District and the Corporation have authorized the execution of this Site Lease, and agreed to deliver this Site Lease upon performance and compliance by each party with all terms or conditions of this contract to be performed concurrently herewith, including without limitation the delivery of certain certificates of participation designated (a) Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds)(Series A – Direct Subsidy); and (b) Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) (collectively, the "Certificates"), executed and delivered pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. All terms not otherwise defined herein shall have the definitions given such terms in the Trust Agreement or the Lease.

Section 2. The Property. The District hereby leases the Property to the Corporation and the Corporation hereby leases the Property from the District, on the terms and conditions hereinafter set forth.

Section 3. Term. The term of this Site Lease shall commence as of the date of execution and delivery of the Certificates, which shall be December 21, 2017, and shall remain in effect until the last day of the Term (as defined in the Lease); provided, however, that in the event of a default by the District under the Lease and the Corporation's election to terminate the Lease under Section 9.2(b) thereof, the term of this Site Lease shall not terminate until the earlier of such time as all amounts payable by the District under the Lease and the Trust Agreement have been paid in full or December 1, 2042.

Section 4. Rental. The Corporation, and any assignee or successor in interest of the Corporation under this Site Lease, shall pay to the Trustee on behalf of the District as prepayment of rental hereunder the sum of \$_____ representing the net proceeds of the sale of the Certificates, by causing a portion of such amount to be deposited to the Project Fund and the Delivery Cost Fund, as described in the Trust Agreement, and a portion of such amount to be paid directly to the Insurer as the premiums on the Policy and the Reserve Policy.

Section 5. Purpose. The Corporation shall use the Property solely for the purpose of leasing back such Property to the District or others pursuant to the Lease and for such purposes as may be incidental thereto; provided, that in the event of default by the District under the Lease or termination pursuant thereto, the Corporation may exercise the remedies of repossession and re-leasing of the Property, as provided in the Lease.

Section 6. Interest in Property. The District warrants and covenants that it has sufficient interest in the Property to lease it hereunder. In the event of a title defect in the Property that impairs the right to use and occupy the Property, the District covenants that it will exercise its condemnation powers to the extent permitted by law to obtain the necessary rights in the Property to cure such defect and limitation of the right to use and occupancy.

Section 7. Assignments and Subleases. The District acknowledges and affirms the assignment by the Corporation of its rights under this Site Lease to the Trustee, under the terms of the Assignment Agreement dated as of the date hereof, for the benefit of the Owners of the Certificates and any Additional Certificates. This Site Lease may also be assigned and the Property subleased, as a whole or in part, by the Corporation or the Trustee without necessity of obtaining the consent of the District, if any event of default occurs under the Lease.

Section 8. Termination. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Property in the same good order and condition as the same was in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon

the Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Section 9. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Property.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following the District's written notice to and demand for correction thereof by the Corporation, the District may exercise any and all remedies granted by law; provided, however, that (i) in no event shall the District be permitted to terminate this Site Lease and (ii) no merger of this Site Lease and the Lease shall be deemed to occur as a result of the District's exercise of any remedies hereunder.

Section 11. Taxes. Subject to the provisions of Section 7.7 of the Lease, the District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 12. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of unpaid Lease Payments, Reserve Replenishment Rent and all Additional Payments due the Corporation under the Lease.

Section 13. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 15. Representatives. Whenever under the provisions of this Site Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the District by the Superintendent or Deputy Superintendent as representative, or his or her written designee as representative, and for the Corporation by its President, Secretary or Chief Financial Officer, as representative, or his or her written designee as representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 16. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision or Section of this Site Lease.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 18. Amendments. This Site Lease may be amended, modified or supplemented in writing as may be mutually agreed by the District, the Corporation and the

Insurer; provided, however, that, if Certificates or Additional Certificates have been executed and delivered and are Outstanding, no such amendment which materially adversely affects the rights of the Owners of the Certificates or Additional Certificates shall be effective unless it shall have been consented to by the Trustee and the Owners of a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding.

Section 19. Warranties of the District as to the Property. The District covenants and warrants to the Corporation:

(a) That the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere for the financing as contemplated by the Lease;

(b) That all taxes, assessments, or impositions of any kind with respect to the Property, except current taxes, have been paid in full;

(c) That the Property is necessary to the District in order for the District to perform its governmental functions; and

(d) That the Property is properly zoned for its intended purposes.

Section 20. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease.

Section 21. Insurer as Third-Party Beneficiary. The Insurer shall be recognized as being a third-party beneficiary under the Site Lease and may enforce any right, remedy or claim conferred upon, given or granted hereunder.

Section 22. No Termination. No termination, assignment (other than to the Trustee in accordance with the Assignment Agreement), transfer, release, disposition or sublease of the Site Lease, the Property or any portion thereof shall be permitted without the prior written consent of the Insurer.

Section 23. Title. The District represents, warrants and covenants that it has good and indefeasible marketable fee simple title to the Property and all building, property and improvements comprising the Property. The District covenants and agrees to hold and maintain clean and marketable title to the Property during the term of this Site Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed by their duly authorized officers as of the date and year first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT,
as lessor

By: _____
Kirsten Vital, Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION,
as lessee

By: _____
Martha McNicholas, President

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the Capistrano Unified School District School Facilities Corporation, a non-profit public benefit corporation duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Capistrano Unified School District School Facilities Corporation, pursuant to authority conferred by resolution of the Board adopted on _____, 2017 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 21, 2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

By: _____
Martha McNicholas, President

EXHIBIT A

DESCRIPTION OF THE PROPERTY

**THAT REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:**

RECORDING REQUESTED BY:

Capistrano Unified School District

WHEN RECORDED RETURN TO:

Dannis Woliver Kelley
ATTN: Jocelyn Pietsch
275 Battery Street, Suite 1150
San Francisco CA 94111

LEASE AGREEMENT

by and between

CAPISTRANO UNIFIED SCHOOL DISTRICT

and

CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Dated as of

December 1, 2017

This recording is exempt from recording fees pursuant to California Government Code section 27383. This transfer is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code section 11922.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND EXHIBITS	2
Section 1.1 Definitions and Rules of Construction.	2
Section 1.2 Exhibits.	3
ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES	3
Section 2.1 Representations, Covenants and Warranties of the District.	3
Section 2.2 Representations, Covenants and Warranties of the Corporation.....	5
ARTICLE III ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT	6
Section 3.1 Deposit of Certificate Proceeds.....	6
Section 3.2 Payment of Project Costs and Delivery Costs.	6
Section 3.3 Completion Certification.	6
Section 3.4 Substitution of or Addition to the Project.	6
Section 3.5 Compliance with Law.	6
Section 3.6 Further Assurances and Corrective Instruments..	6
ARTICLE IV AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS.....	7
Section 4.1 Lease.....	7
Section 4.2 Term.	7
Section 4.3 Extension of Lease Term.	7
Section 4.4 Lease Payments.	7
Section 4.5 No Withholding.	8
Section 4.6 Fair Rental Value.....	9
Section 4.7 Budget and Appropriation.....	9
Section 4.8 Assignment of Lease Payments..	9
Section 4.9 Use and Possession.	9
Section 4.10 Abatement of Lease Payments and Additional Payments in Event of Loss of Use.	10

Section 4.11	Additional Payments.	10
Section 4.12	Net-Net-Net Lease.	10
ARTICLE V INSURANCE		11
Section 5.1	Public Liability and Property Damage.	11
Section 5.2	Workers' Compensation..	11
Section 5.3	Casualty and Theft Insurance.	11
Section 5.4	Rental Interruption or Use and Occupancy Insurance.	12
Section 5.5	Title Insurance.....	12
Section 5.6	General Insurance Provisions.	13
Section 5.7	Cooperation.....	14
ARTICLE VI DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS		14
Section 6.1	Application of Net Proceeds.	14
ARTICLE VII COVENANTS WITH RESPECT TO THE PROPERTY.....		15
Section 7.1	Use of the Property.	15
Section 7.2	Interest in the Property and the Lease.	15
Section 7.3	No Flood Plain.....	16
Section 7.4	Quiet Enjoyment..	16
Section 7.5	Installation of District's Personal Property.	16
Section 7.6	Access to the Property.	16
Section 7.7	Maintenance, Utilities, Taxes and Assessments.	16
Section 7.8	Modification of the Property.	17
Section 7.9	Encumbrances; Alternative Financing Methods.	18
Section 7.10	Corporation's Disclaimer of Warranties.	18
Section 7.11	District's Right to Enforce Warranties of Vendors or Contractors.	19
Section 7.12	Substitution or Release of the Property.	19
Section 7.13	Compliance with Law, Regulations, Etc.	20

Section 7.14 Environmental Compliance.....	21
Section 7.15 Condemnation of Property.	22
ARTICLE VIII ASSIGNMENT, SUBLEASING AND AMENDMENT	22
Section 8.1 Assignment by the Corporation.	22
Section 8.2 Subleasing by the District.....	22
Section 8.3 Amendments and Modifications.....	23
ARTICLE IX EVENTS OF DEFAULT AND REMEDIES	23
Section 9.1 Events of Default Defined.....	23
Section 9.2 Remedies on Default.....	24
Section 9.3 No Remedy Exclusive.....	26
Section 9.4 Agreement to Pay Attorneys’ Fees and Expenses.....	26
Section 9.5 No Additional Waiver Implied by One Waiver.	26
Section 9.6 Application of the Proceeds from the Re-Lease of the Property.....	26
Section 9.7 Trustee and Owners to Exercise Rights.	26
Section 9.8 Assignee of Corporation..	27
ARTICLE X PREPAYMENT OF LEASE PAYMENTS.....	27
Section 10.1 Security Deposit.....	27
Section 10.2 Extraordinary Prepayment From Net Proceeds.....	27
Section 10.3 Prepayment of Lease Payments.....	27
Section 10.4 Credit for Amounts on Deposit..	27
Section 10.5 Effect of Prepayment.....	28
ARTICLE XI MISCELLANEOUS	28
Section 11.1 Notices.....	28
Section 11.2 Binding Effect.....	28
Section 11.3 Severability.	28
Section 11.4 Execution in Counterparts.....	28
Section 11.5 Applicable Law.	29

Section 11.6 Insurer as Third-Party Beneficiary; Extent of Insurer Rights.....	29
Section 11.7 No Termination.	29
Section 11.8 No Merger.	29
CERTIFICATE OF ACCEPTANCE	
EXHIBIT A SEMI-ANNUAL LEASE PAYMENT SCHEDULE	
EXHIBIT B DESCRIPTION OF THE PROPERTY	
EXHIBIT C GENERAL DESCRIPTION OF THE PROPERTY	
EXHIBIT D LEASE SUPPLEMENT FORM	
EXHIBIT E FORM OF CERTIFICATE OF ADDITION OF PROJECT COMPONENT	

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement"), executed and entered into and dated as of December 1, 2017, is by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a unified school district duly organized and validly existing under the laws of the State of California ("District"), as lessee, and the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California ("Corporation"), as lessor.

WITNESSETH:

WHEREAS, the Corporation was formed for the purpose of assisting the financing OF capital improvements for the benefit of the District, and the members of the Board of Directors of the Corporation are the members of the Board of Education of the District ("Board of Education"); and

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount of \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code (the "Code") to finance various solar photovoltaic projects of the District (collectively, the "Project") which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code; and

WHEREAS, the Corporation and the District wish to provide financing for the Project by authorizing and directing the execution and delivery of Certificates of Participation designated as (a) \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A –Direct Subsidy) (the "Series A Certificates"); and (b) \$_____ 2017 Certificates of Participation (Series B – Taxable) (the "Series B Certificates") (collectively the "Certificates") pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee, evidencing proportionate interests in Lease Payments (as defined in the Trust Agreement, the "Lease Payments") to be made by the District under this Lease; and

WHEREAS, the District will lease certain real property owned by the District and the improvements thereto ("Property") to the Corporation pursuant to a Site Lease, dated as of the date hereof, and the District will sublease the Property back from the Corporation pursuant to this Lease Agreement; and

WHEREAS, the District proposes to make base rental payments (as further defined herein, the "Base Rental Payments") and additional rental payments for the use and occupancy of the Property on the terms and conditions contained in this Lease Agreement; and

WHEREAS, the District desires to designate the Series A Certificates as "New Clean Renewable Energy Bond" for purposes of Section 54C(a) of the Code; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Lease Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the Trust Agreement, together with any amendments thereof or supplements thereto permitted to be made thereunder; and the additional terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

"Environmental Regulations" shall mean all federal, state and local laws and regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq.*) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, *et seq.*) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq.*) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, *et seq.*) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq.*) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Interest Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Interest Component.

"Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, or which the District may, pursuant to provisions of Section [7.7] [maintenance utilities tax and assessments] hereof, permit to remain unpaid; (ii) the Assignment Agreement; (iii) this Lease; (iv) the Site Lease; (v) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 7.8(b) hereof; (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the District hereby certifies will not materially impair the use of the Property by the District, which may include easements for access, maintenance and operation of photovoltaic or similar energy equipment and systems; (vii) the exceptions disclosed in the title insurance policy with respect to the Leased Property issued as of the Closing Date by Chicago Title Company; and (viii) any lease, sublease or agreement entered into by the District in

connection with the execution and delivery of Parity Certificates; and (ix) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, which may include easements for access, maintenance and operation of photovoltaic or similar energy equipment and systems that are established following the date of recordation of this Lease and to which the District certifies in writing do not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the owners of the Certificates by the Trust Agreement and the Assignment Agreement and to which the Corporation and the Insurer consent in writing.

"Principal Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Principal Component.

"Project" means the Project described in Exhibit C hereto to be financed with the proceeds of the Series A Certificates, and any and all substitutions or additions thereto made as provided in Section 3.4 hereof.

"Property" shall have the meaning given in the Recitals.

"Reserve Replenishment Rent" means Reserve Replenishment Rent payable pursuant to Section 4.4(d) hereof.

"Term" shall have the meaning given in Section 4.2 hereof.

"Vendors" or "Contractors" means the persons with whom the Corporation, or the District as agent of the Corporation, has contracted for the completion of the Project.

Section 1.2 Exhibits. The following Exhibits are attached to, and by reference made a part of, this Lease:

Exhibit A: Schedule of Lease Payments to be paid by the District to the Corporation, showing the dates for each Lease Payment and amount of each Lease Payment.

Exhibit B: Legal Description of the Real Property.

Exhibit C: General Description of the Project.

Exhibit D: Lease Supplement Form.

Exhibit E: Form of Certificate of Substitution or Addition of Project Component.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is a school district duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the District to enter into this Lease, the Site Lease, the Trust Agreement and the Continuing Disclosure Certificate, and to enter into the transactions contemplated by, and to carry out its obligations under, all of the aforesaid leases and agreements; the District has duly authorized and executed all of the aforesaid leases and agreements. This Lease, the Site Lease, the Trust Agreement and the Continuing Disclosure Certificate constitute the legal, valid and binding obligations of the District enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease, the Continuing Disclosure Certificate or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Property except for Permitted Encumbrances and the pledges contained in the Trust Agreement.

(d) Execution and Delivery. The District has duly authorized and executed this Lease, the Site Lease, the Continuing Disclosure Certificate and the Trust Agreement in accordance with the Constitution and laws of the State.

(e) Indemnification of Corporation. The District covenants to defend, indemnify and hold harmless the Corporation and its directors, officers, employees, agents, successors and assigns (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease. In particular, without limitation, the District shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Project or the Property by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Lease, (iii) any act of negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Project or the Property, (iv) any act of negligence of any assignee or sublessee of the District with respect to the Project or the Property, or (v) the completion of the Project or the authorization of payment of the Project Costs by the District. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or negligence under this Lease by the Corporation, its directors, officers, agents, employees, successors or assigns.

(f) Loss of Status. The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Base Rental Payments to lose their status as a New Clean Renewable Energy Bond under Section 54C of the Code.

(g) Essentiality of Property. The District hereby represents that the components of the Property being leased hereunder are essential school district facilities.

(h) Flood Zone. To the best knowledge of the District, neither the Property, nor any part of it, is located in the FEMA 100 year flood plain.

Section 2.2 Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence; Enforceability. The Corporation is a nonprofit public benefit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid leases and agreements. This Lease, the Assignment Agreement, the Site Lease and the Trust Agreement constitute the legal, valid and binding obligations of the Corporation, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Assignment Agreement, the Site Lease or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Corporation or any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property except by Permitted Encumbrances and by the pledge contained in the Trust Agreement.

(c) Execution and Delivery. The Corporation has duly authorized and executed this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement in accordance with the laws of the State.

(d) Maintenance of Corporate Existence. To the extent permitted by law, the Corporation agrees that during the Term hereof it will maintain its existence as a corporation, will not dissolve or otherwise dispose of all or substantially all of its assets, if any, will not become a general or limited partner in any partnership and will not combine or consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it.

(e) Qualification in California. The Corporation agrees that throughout the Term hereof it will be qualified to do business in the State.

(f) Loss of Status. The Corporation shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf of cause of permit any circumstances within its control to arise or continue, if such action or inaction would cause the Base Rental Payments to lose their status as a New Clean Renewable Energy Bonds under Section 54C of the Code.

ARTICLE III

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT

Section 3.1 Deposit of Certificate Proceeds. On the Closing Date for the Certificates, the Corporation agrees to pay or cause to be paid to the District moneys to be deposited with the Trustee as provided in Section 4.01 of the Trust Agreement and in the case of Additional Certificates as provided in any Supplemental Trust Agreement which relates to such Additional Certificates.

Section 3.2 Payment of Project Costs and Delivery Costs. Payment of the Project Costs and Delivery Costs shall be made from the moneys deposited with the Trustee in the Project Cost Fund and the Delivery Cost Fund, respectively, as provided in Section 3.1 hereof and Section 4.01 of the Trust Agreement, which shall be disbursed in accordance and upon compliance with Article IV of the Trust Agreement.

Section 3.3 Completion Certification. Upon completion of the Project in a manner satisfactory to the District, the District shall deliver to the Trustee a Certificate of Completion with respect to the Project. On the date of filing the Certificate of Completion, as indicated therein, all or a portion of the excess moneys remaining in the Project Fund shall be transferred by the Trustee in accordance with Section 3.05 of the Trust Agreement.

Section 3.4 Substitution of or Addition to the Project. The District shall have the right to substitute alternate items for any portion of the Project listed in **Exhibit C** hereto or provide for additional components of the Project by providing the Trustee with a written certificate in the form contained in **Exhibit E** hereto.

Section 3.5 Compliance with Law.

(a) Public Bidding. The District shall comply with all applicable provisions for bids and contracts prescribed by law, including, without limitation, the Public Contracts Code, the Education Code, and the Government Code of the State.

(b) Wage Rates and Working Hours. The District shall comply with all provisions relating to prevailing wage rates and working hours applicable to it under the laws of the State with respect to the acquisition, construction and installation of additions to the Project.

(c) Field Act Compliance. If applicable, the District shall acquire, construct and install additions to the Project in such manner as to comply with the Field Act, Sections 39140 *et seq.* of the Education Code of the State.

(d) Plans and Specifications. If applicable, the District shall prepare and adopt plans and specifications for the acquisition, construction and installation of additions to the Project pursuant to the Education Code and Public Contracts Code of the State.

Section 3.6 Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

Section 4.1 Lease. The Corporation hereby leases the Property to the District, and the District hereby leases the Property from the Corporation, upon the terms and conditions set forth herein. This Lease shall not operate as a merger of the District's leasehold estate in the Property pursuant to this Lease and its fee estate in the Property and shall not cause the extinguishment of the leasehold interest granted to the Corporation under the Site Lease.

Section 4.2 Term. The Term of this Lease shall commence on the date of the execution and delivery of the Certificates, which shall be [December 21, 2017], and shall end on December 1, 2042, unless extended pursuant to Section 4.3, or unless terminated prior thereto upon the earliest of any of the following events:

(a) Default and Termination. A default by the District and the Corporation's election to terminate this Lease under Section 9.2(b) hereof;

(b) Payment of All Lease Payments. The payment by the District of all Lease Payments and Reserve Replenishment Rent required under Section 4.4 hereof and any Additional Payments required under Section 4.11 hereof; or

(c) Prepayment. The deposit of funds or Defeasance Securities with the Trustee in amounts sufficient to pay all Lease Payments evidenced by the Outstanding Certificates as the same shall become due, as provided by Section 10.1 hereof and the Trust Agreement has been discharged as provided by Section 6.04 and Section 14.01 of the Trust Agreement.

Section 4.3 Extension of Lease Term. If on December 1, 2042, the Certificates shall not be fully paid, or amounts shall be due hereunder or under the Trust Agreement to the Insurer with respect to the Insurance Policy or to the Reserve Insurer with respect to the Reserve Policy, or if the Lease Payments hereunder shall have been abated at any time and for any reason, then the Term shall be extended until all Certificates, all Reserve Replenishment Rent and all other such amounts due to the Insurer and the Reserve Insurer shall be fully paid, except that the Term shall in no event be extended beyond December 1, 2052.

Section 4.4 Lease Payments.

(a) Time and Amount. Subject to the provisions of Section 4.10 (regarding abatement in event of loss of use of any portion of the Property) and Article X (regarding prepayment of Lease Payments), the District agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Property, the Lease Payments (denominated into the Interest Component and Principal Component, the Interest Component of each Lease Payment being paid semiannually) in the amounts specified in **Exhibit A**, to be due and payable at the times specified in **Exhibit A**. Each Lease Payment shall be deposited with the Trustee no later than the Lease Payment Deposit Date preceding the Certificate Payment Date on which such Lease Payment is due and shall be for the right to use and occupy the Property for the preceding six-month period.

In the event the District does not make a deposit of the Lease Payment due on the respective Lease Payment Deposit Date, the Trustee shall provide prompt written notice

to the District of such failure to pay; provided, however, that failure to give such notice shall not excuse any event of default under such Section 9.1 hereof.

(b) Credits. Any amount held in an Account of the Lease Payment Fund on any Lease Payment Deposit Date (other than amounts received by the Trustee under the Insurance Policy and the Reserve Policy, and other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Section 10.2 hereof and other amounts required for payment of principal with respect to any Certificates not presented for payment or interest thereon) shall be credited towards the applicable Lease Payment then due and payable. No Lease Payment need be made on any Lease Payment Deposit Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid.

(c) Rate on Overdue Payments. In the event the District should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid, and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to each Certificate then Outstanding evidencing an interest in such Lease Payment, or the applicable rate of any Reserve Facility if there is a draw on such Reserve Facility.

(d) Reserve Replenishment Rent. If

(i) funds have been withdrawn from the Reserve Fund pursuant to a draw on the Reserve Policy in order to pay interest or principal represented by the Certificates,

(ii) Lease Payments are not in abatement pursuant to Section 4.10 hereof, and

(iii) the amount of such Lease Payments and Additional Payments due in each year is less than the annual fair rental value of the Property, according to an appraisal to be filed with the Trustee,

then the District shall pay from its first legally available moneys after payment of Lease Payments, to the Trustee, Reserve Replenishment Rent in the amount required to reimburse the Reserve Insurer for the amounts drawn on the Reserve Policy plus interest thereon at the Late Payment Rate to the date of payment over a period of not more than twelve months, in twelve (12) substantially equal payments; provided, however if such payments would cause the sum of the Lease Payments and the Reserve Replenishment Rent to exceed the fair rental value in a Fiscal Year, then the amount of the Reserve Replenishment Rent shall be reduced so that such fair rental value amount is not exceeded and the remainder of the Reserve Replenishment Rent shall be paid in equal monthly installments in the subsequent Fiscal Year until fully paid.

Section 4.5 No Withholding. Notwithstanding any dispute between the Corporation and the District, including a dispute as to the failure of any portion of the Property in use by or possession of the District to perform the task for which it is leased, the District shall make all Lease Payments, Additional Payments and Reserve Replenishment Rent when due and shall not withhold any Lease Payments, Reserve Replenishment Rent or Additional Payments pending the final resolution of such dispute.

Section 4.6 Fair Rental Value. The Lease Payments, the Reserve Replenishment Rent and the Additional Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Property during each such period for which said Lease Payments, Reserve Replenishment Rent and Additional Payments are to be paid. The parties hereto have agreed and determined that the total rental due in each Fiscal Year does not exceed the fair rental value of the Property in such Fiscal Year. In making such determination, consideration has been given to the cost of the acquisition, construction and modernization of the Property, other obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public, and the transfer of the Corporation's leasehold interest in the Property at the end of the Term.

Section 4.7 Budget and Appropriation. The District covenants to take such action as may be necessary to include all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) due hereunder in its annual budget and to make the necessary annual appropriations therefor, and to maintain such items to the extent unpaid for that Fiscal Year in its budget throughout such Fiscal Year. To the extent the amount of such payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. During the Term, the District will furnish annually, on or before December 1 of each year, to the Trustee a certificate of the District Representative stating that all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) due hereunder for the applicable Fiscal Year have been included in its annual budget and the amount so included. The covenants on the part of the District contained in this Section 4.7 shall be deemed to be and shall be construed to be duties imposed by law and it shall be the ministerial duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

Section 4.8 Assignment of Lease Payments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, Prepayments and Reserve Replenishment Rent to be made by the District hereunder, have been absolutely and irrevocably assigned to the Trustee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the District hereby consents. The Corporation hereby directs the District, and the District hereby agrees, to pay to the Trustee at the Trustee's corporate trust office in [St. Paul, Minnesota], or to the Trustee at such other place as the Trustee shall direct in writing, all Lease Payments, Prepayments and Reserve Replenishment Rent payable by the District hereunder. The Corporation will not assign or pledge the Lease Payments, Prepayments or Reserve Replenishment Rent or other amounts derived from the Property and from its other rights under this Lease except as provided under the terms of this Lease, the Assignment Agreement and the Trust Agreement, or its duties and obligations except as provided under this Lease and any assignment in contravention hereof shall be void.

Section 4.9 Use and Possession. The total Lease Payments, Reserve Replenishment Rent and Additional Payments due in any Fiscal Year shall be for the District's right to use and possess the Property for such Fiscal Year. During the Term of this Lease, the District shall be entitled to the exclusive use and possession of the Property, subject only to the Permitted Encumbrances.

Section 4.10 Abatement of Lease Payments and Additional Payments in Event of Loss of Use.

(a) Period. The obligation of the District to pay Lease Payments, Reserve Replenishment Rent and Additional Payments shall be abated, in whole or in part, during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation with respect to any portion of the Property there is substantial interference with the District's right to use and possession of such portion of the Property.

(b) Amount. The amount of such abatement shall be determined by the District such that the resulting Lease Payments, Reserve Replenishment Rent and Additional Payments represent fair consideration for the District's right to use and possession of the portion of the Property not damaged, destroyed, or interfered with as a result of title defect or taking. Such abatement shall commence with such damage, destruction or interference by title defect or taking and end with the substantial completion of the replacement or work or repair, or the end of the interference by title defect; provided, however, that during abatement, available moneys on deposit in the Reserve Fund and the Lease Payment Fund, and other sources of money that constitute a special fund, including without limitation proceeds of rental interruption or use and occupancy insurance, shall be applied to pay the Lease Payments.

(c) Repair or Replacement. In the event of such abatement, the District will use its best efforts to repair or replace the damaged or destroyed or taken portion of the Property, as the case may be, from Net Proceeds, subject to the requirements of Section 6.1 hereof, or special funds of the District or other moneys the application of which would, in the opinion of Special Counsel addressed to the Trustee, the Insurer, the District and the Corporation, not result in the obligations of the District hereunder constituting indebtedness of the District in contravention of the Constitution and laws of the State.

Section 4.11 Additional Payments. In addition to the Lease Payments, the District shall also pay such amounts ("Additional Payments") as shall be required for the payment of all administrative costs of the Corporation relating to the Property or the Certificates, including without limitation all expenses, compensation and indemnification of the Trustee payable by the District under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its ownership of the Property or undertaking of the transactions contemplated herein or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers, any and all amounts due to the Insurer and the Reserve Insurer under the Trust Agreement (other than amounts paid by the Insurer and the Reserve Insurer to Certificate Owners under the Policy and the Reserve Policy, which are considered Lease Payments or Reserve Replenishment Rent, as applicable, hereunder), and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates or of the Trust Agreement, including premiums on insurance maintained pursuant to Article V hereof or to indemnify the Corporation, the Trustee and their respective employees, officers, agents and directors.

Section 4.12 Net-Net-Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, taxes, fees, insurance premiums, rebate payments, reserve deposits, costs associated with the Property, charges or set-offs whatsoever, except as expressly provided herein.

ARTICLE V

INSURANCE

Section 5.1 Public Liability and Property Damage.

(a) Coverage. The District shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the District and the Corporation, their directors, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any District property or portion thereof.

(b) Limits. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$150,000 (subject to a deductible clause of not to exceed \$75,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to the liability limits set forth herein.

(c) Joint or Self-Insurance. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the District.

(d) Payment of Net Proceeds. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.2 Workers' Compensation. The District shall also maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Workers' Compensation Insurance and Safety Act now in force in the State, or any act hereafter enacted as an amendment or supplement thereto (with provision for self-insurance of no more than \$1,000,000), or may self-insure for such coverage through another self-insurance plan pursuant to Section 5.6(e) hereof.

Section 5.3 Casualty and Theft Insurance.

(a) Casualty and Theft Insurance: Coverage. The District shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any portion of the Property caused by fire and lightning, with extended coverage and theft, vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance.

(b) Amount. Such insurance shall be in an amount (except that such insurance may be subject to deductible clauses of not to exceed \$50,000 for any one loss) not less than the greater of (i) the replacement cost of the Property and (ii) the aggregate principal amount of the Certificates at the time Outstanding. Full payment of proceeds up to

the required policy dollar limit in connection with damage to the Property shall, under no circumstances, be contingent on the degree of damage at other facilities owned or leased by the District. The policy must explicitly waive any co-insurance penalty.

(c) Joint or Self-Insurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the District.

(d) Payment of Net Proceeds. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Net Proceeds Fund and applied as provided in Section 6.1.

Section 5.4 Rental Interruption or Use and Occupancy Insurance.

(a) Coverage and Amount. The District shall maintain or cause to be maintained rental interruption or use and occupancy insurance in an amount not less than the maximum remaining scheduled Lease Payments in any future 24-month period, to insure against loss of rental income from the Property caused by perils covered by the insurance required to be maintained as provided in Section 5.3 hereof. Such rental interruption or use and occupancy insurance shall name the Trustee as loss payee.

(b) Joint Insurance. Such insurance may be maintained as part of or in conjunction with any other rental income or use and occupancy insurance carried by the District.

(c) Payment of Net Proceeds. The Net Proceeds of such rental interruption or use and occupancy insurance shall be paid to the Trustee and deposited (1) in the Reserve Fund (in payment of any Reserve Replenishment Rent) to make up any deficiencies therein, and (2) in the Lease Payment Fund, to be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable.

(d) Rental Interruption or Use and Occupancy Insurance. Evidence of such rental interruption or use and occupancy insurance policy being in effect shall be sent annually at renewal to the Trustee.

(e) No Self-Insurance. No self-insurance will be permitted with respect to the above requirements for rental interruption or use and occupancy insurance.

Section 5.5 Title Insurance. The District shall obtain and, throughout the Term of this Lease, maintain or cause to be maintained title insurance on the Property, in the form of an ALTA title policy (with Western Regional exceptions), in an amount equal to the aggregate principal amount of the Certificates Outstanding, issued by a company of recognized standing, duly authorized to issue the same, payable to the Trustee for the benefit of the Owners, subject only to Permitted Encumbrances. Said policy shall insure (a) the Corporation's ground leasehold estate in the Property under the Site Lease, and (b) the District's leasehold estate hereunder in the Property, subject only to Permitted Encumbrances. The Net Proceeds of such insurance shall be applied as provided in Section 6.1. The Trustee shall be provided with a title insurance policy in an amount equal to principal amount of the Certificates.

Section 5.6 General Insurance Provisions.

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease (other than the title insurance required by Section 5.5) and any statements of self-insurance shall be in a form certified by an insurance agent, broker or consultant to the District to comply with the provisions hereof. All such policies shall provide that the District shall give the Trustee thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby and, for any policy not in effect as of the date of execution and delivery of the Certificates, shall be provided by carriers rated in one of the two highest rating categories, without regard to modifiers, by S&P or Moody's and at least "A" by A.M. Best Company, Inc. unless otherwise consented to by the Insurer. Each policy of insurance required to be procured and maintained pursuant to Section 5.3 (regarding casualty and theft insurance), Section 5.4 (regarding rental interruption or use and occupancy insurance) and Section 5.5 (regarding title insurance) shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Owners and the Trustee shall be the beneficiary under each such policy.

(b) Payment of Premiums. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished to the Trustee a certificate to such effect, as described in paragraph (d) below.

(c) Protection of the Trustee. The Trustee shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee.

(d) Evidence of Insurance. The District shall cause to be delivered to the Trustee and the Insurer annually on or before January 1 a certificate stating that the insurance policies required by this Lease are in full force and effect. The Trustee is entitled to rely on any such certificates as to the District's compliance with these provision and the Trustee has no further duties in that regard.

(e) Self-Insurance. The District may only elect to self-insure pursuant to Sections 5.1, 5.2 and 5.3 hereof, if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Corporation and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by other school districts in the State other than the District. Insurance provided through a California joint powers authority of which the District is a member or with which the District contracts for insurance shall not be deemed to be self-insurance for purposes hereof. Any self-insurance maintained by the District pursuant to this Article V shall comply with the following terms:

(i) The self-insurance program shall be approved in writing by an Independent Insurance Consultant;

(ii) Self-insurance and pooled insurance programs shall be subject to the prior written consent of the Insurer. Any blanket or umbrella insurance policies for property and casualty insurance shall not be permitted unless the Insurer otherwise consents. The Trustee shall be the beneficiary under such policy;

(iii) The self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid; the adequacy of such

fund shall be evaluated on an annual basis by an Independent Insurance Consultant; a certified actuarial statement attesting to the adequacy of such fund shall be delivered to the Trustee on an annual basis and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of such Independent Insurance Consultant;

(iv) The self-insured claims reserve fund shall be held in a separate trust fund by an independent trustee, which may be the Trustee;

(v) In the event the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by an Independent Insurance Consultant, shall be maintained; and

(vi) No self-insurance will be permitted with respect to the requirements for title insurance.

Section 5.7 Cooperation. The Corporation shall cooperate fully with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1 Application of Net Proceeds

(a) Deposit in Net Proceeds Fund. The District shall remit promptly to the Trustee any Net Proceeds received by the District and the Trustee, pursuant to Section 7.01 of the Trust Agreement, shall deposit in the Net Proceeds Fund the Net Proceeds of insurance which it receives as provided in Section 5.3 (regarding casualty and theft insurance) and Section 5.5 (regarding title insurance) promptly upon receipt thereof. The District and/or the Corporation shall transfer to the Trustee any other Net Proceeds received by the District and/or Corporation in the event of any accident, destruction, theft or taking by eminent domain or condemnation with respect to the Property, for deposit in the Net Proceeds Fund.

(b) Disbursement for Replacement or Repair of the Property. Upon receipt of the prior written consent of the Insurer and the certification described in paragraph (i) below and the requisition described in paragraph (ii) below, the Trustee shall disburse moneys in the Net Proceeds Fund to the person, firm or corporation named in the requisition as provided in Section 7.02 of the Trust Agreement.

(i) Certification. The District Representative must certify to the Corporation and the Trustee that:

(A) Sufficiency of Net Proceeds. The Net Proceeds available for such purpose, together with any other funds supplied by the District to the Trustee in a subaccount of the Net Proceeds Fund for such purpose, are expected to equal at least 110% (or such lesser percentage as may be consented to by the Insurer) of the projected costs of replacement or repair, as demonstrated in an attached reconstruction budget, and

(B) Timely Completion. In the event that damage, destruction or interference by title defect or taking results or is expected to result in an

abatement of Lease Payments, such replacement or repair can be fully completed within a period not in excess of the period in which rental interruption or use and occupancy insurance proceeds, as described in Section 5.4 together with other identified available moneys, will be available to pay in full all Lease Payments coming due during such period as demonstrated in an attached reconstruction schedule.

(ii) Requisition. The District Representative must state with respect to each payment to be made (1) the requisition number, (2) the name and address of the person, firm or corporation to whom payment is due, (3) the amount to be paid and (4) that each obligation mentioned therein has been properly incurred, is a proper charge against the Net Proceeds Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Any balance of the Net Proceeds remaining in the Net Proceeds Fund after such replacement or repair has been completed shall, with the prior written consent of the Insurer, be disbursed to the District. Any amounts remaining in the Net Proceeds Fund after payment or provision for payment of all Certificates shall be paid to the District as provided in Section 7.02 of the Trust Agreement.

(c) Disbursement for Prepayment. If the District Representative notifies the Trustee in writing of the District's determination that the certification provided in Section 6.1(b)(i) cannot be made or that replacement or repair of any portion of the Property is not economically feasible or in the best interest of the District, then the Trustee shall promptly transfer the Net Proceeds to the Prepayment Fund as provided in Section 7.02 of the Trust Agreement and apply them to prepayment of the Certificates as provided in Section 4.02 of the Trust Agreement and prepayment of Lease Payments as provided in Section 10.2 hereof; provided that in the event of damage or destruction in whole of the Property and in the event such Net Proceeds, together with funds then on hand in the Lease Payment Fund and Reserve Fund, are not sufficient to prepay all the Certificates then Outstanding, then the District shall, in accordance with Section 4.10(c) hereof, use its best efforts to repair or replace the Property from Net Proceeds and other lawfully available funds of the District, unless the Insurer consents to a prepayment of a portion of the Certificates from available Net Proceeds.

ARTICLE VII

COVENANTS WITH RESPECT TO THE PROPERTY

Section 7.1 Use of the Property. The District represents and warrants that it has an immediate need for, and expects to make immediate use of, all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Section 7.2 Interest in the Property and the Lease.

(a) Corporation Holds Leasehold Interest During Term. During the Term of this Lease, the Corporation does and shall hold a leasehold interest in the Property pursuant to the Site Lease. The District shall take any and all actions reasonably required, including but not limited to executing and filing any and all documents reasonably required, to maintain and evidence such title and interest at all times during the Term of this Lease.

(b) Title Transferred to District at End of Term. Upon expiration of the Term as provided in Section 4.2(b) or 4.2(c) hereof, all right, title and interest of the Corporation in and to all of the Property pursuant to this Lease shall be transferred to and vest in the District, without the necessity of any additional document of transfer.

Section 7.3 No Flood Plain. The District represents, warrants and covenants that neither the Property nor any portion thereof, is located in the FEMA 100 year flood plain.

Section 7.4 Quiet Enjoyment. During the Term, the Corporation shall provide the District with quiet use and enjoyment of the Property, and the District shall during such Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, or any person or entity claiming under or through the Corporation except as expressly set forth in this Lease. The Corporation will, at the request of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.6 hereof.

Section 7.5 Installation of District's Personal Property. The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon any portion of the Property. All such items shall remain the sole personal property of the District, regardless of the manner in which the same may be affixed to such portion of the Property, in which neither the Corporation nor the Trustee shall have any interest, and may be modified or removed by the District at any time; provided that the District shall repair and restore any and all damage to such portion of the Property resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the District from purchasing items to be installed pursuant to this Section, provided that no lien or security interest shall attach to any part of the Property.

Section 7.6 Access to the Property. The District agrees that the Corporation, any Corporation Representative and the Corporation's successors, assigns or designees shall have the right at all reasonable times to enter upon the Property or any portion thereof to examine and inspect the Property. The District further agrees that the Corporation, any such Corporation Representative, and the Corporation's successors, assigns or designees shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the District to perform its obligations hereunder.

Section 7.7 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Property, all repair and maintenance of the Property shall be the responsibility of the District, and the District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Lease.

(b) Tax and Assessments; Utility Charges. The District shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any

type or nature charged to the Corporation or the District or levied, assessed or charged against any portion of the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The District may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges upon notice to the Insurer and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Corporation and the Trustee with the opinion of an Independent Counsel acceptable to the Corporation and the Trustee, to the effect that, by nonpayment of any such items, the interest of the Corporation in such portion of the Property will not be materially endangered and that the Property will not be subject to loss or forfeiture. Otherwise, the District shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Corporation. The Corporation will cooperate fully in such contest, upon the request and at the expense of the District. The District shall pay any contested amount if requested in writing by the Insurer to do so.

Section 7.8 Modification of the Property.

(a) Additions, Modifications and Improvements. The District shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Property if such improvements are necessary or beneficial for the use of such portion of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way cause an abatement of Lease Payments with respect to the Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates; and the Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any additions, modifications or improvements made by the District pursuant to this Section; provided that if any such lien is established and the District shall first notify or cause to be notified the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Trustee (as assignee of the Corporation). The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

(c) Replacements, Redevelopment and Renovation. The District shall, at its own expense, have the right to make replacements, redevelopment or renovation of all or a portion of the Property if the following conditions precedent are satisfied:

(i) The District receives an opinion of Special Counsel, a copy of which the District shall furnish to the Corporation, the Insurer and the Trustee, that the Lease will remain the legal, valid, binding and enforceable obligation of the District;

(ii) In the event such replacement, redevelopment or renovation would result in the temporary abatement of Lease Payments as provided in Section 4.10 hereof, the District shall have notified each rating agency then providing a rating on the Certificates and shall deposit moneys with the Trustee in advance for payment of Lease Payments from special funds of the District or other moneys, the application of which would not, in the opinion of Special Counsel (a copy of which shall have been delivered to the Trustee and the Insurer), result in such Lease Payments constituting indebtedness of the District in contravention of the Constitution and laws of the State;

(iii) The District shall certify to the Trustee and the Insurer that it has sufficient funds to complete such replacement, redevelopment or renovation; and

(iv) In the case of replacement or redevelopment, the District, the Insurer and the Trustee shall receive an independent MAI appraisal or a schedule of insured values from the District's insurer showing that the value of the replacements will be greater than the principal amount of Certificates then outstanding.

(v) In the case of a replacement of the Property, the Insurer shall have consented in writing to such replacement.

Section 7.9 Encumbrances; Alternative Financing Methods.

(a) Encumbrances. Except as provided in this Article VII (including without limitation Section 7.8 hereof and this Section 7.9), the District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, liens, charges, encumbrances or claims, as applicable, on or with respect to the Property, other than Permitted Encumbrances and other than the respective rights of the Corporation and the District as herein provided. Except as expressly provided in this Article VII, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the District may contest such liens if it desires to do so, if it provides security to the Trustee against any loss or forfeiture. The District shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Alternative Financing Methods. Notwithstanding the foregoing, the District may (with the prior written consent of the Insurer) create or suffer to create any mortgage, pledge, liens, charges, encumbrances or claims upon the Property or any improvements thereto, provided that any such mortgage, pledge, liens, charges, encumbrances or claims shall at any time while any of the Certificates remain Outstanding be and remain subordinate in all respects to the Site Lease and Lease and any security interest given to the Trustee for the benefit of the Owners.

Section 7.10 Corporation's Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE DISTRICT IS LEASING THE

PROPERTY AS IS. In no event shall the Corporation be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease, the Assignment Agreement or the Trust Agreement for the existence, furnishing, functioning or District's use and possession of the Property.

Section 7.11 District's Right to Enforce Warranties of Vendors or Contractors. The Corporation hereby irrevocably appoints the District as its agent and attorney-in-fact during the Term of this Lease, so long as the District shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Property which the Corporation may have against any vendor or contractor. The District's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Corporation, nor shall such matter have any effect whatsoever on the rights and obligations of the Corporation with respect to this Lease, including the right to receive full and timely Lease Payments and all other payments due hereunder. The District shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Corporation shall, upon the District's request and at the District's expense, do all things and take all such actions as the District may request in connection with the assertion of any such claims and rights.

Section 7.12 Substitution or Release of the Property. The District, with the prior written consent of the Insurer, shall have the right to substitute alternate real property for any portion of the Real Property described in Exhibit B hereto or to release a portion of the Property described in Exhibit B from the lien of this Lease by providing the Trustee with a supplement to this Lease substantially in the form attached as Exhibit D hereto and by satisfying the conditions set forth in paragraph (a) through (h), inclusively, of this Section 7.12. All costs and expenses incurred in connection with such substitution or release shall be borne by the District. Notwithstanding any substitution or release pursuant to this Section, there shall be no reduction in or abatement of the Lease Payments due from the District hereunder as a result of such substitution or release. No substitution or release shall be permitted hereunder unless:

(a) any substituted property is free from any liens, other than Permitted Encumbrances, as certified by the District in a certificate delivered to the Trustee;

(b) the District provides prior written notice thereof to each rating agency then rating the Certificates;

(c) an independent MAI or equivalent certified real estate appraiser selected by the District finds (and delivers a certificate to the District and the Trustee setting forth its findings) or a schedule of insured values from the District's insurer showing that the value of the real property remaining after such substitution or release (i) is greater than the principal amount of Certificates then outstanding and (ii) has an equivalent or greater useful life as the Property to be released and that the useful life of the substituted real property exceeds the remaining Term;

(d) with respect to a substitution, the District obtains or causes to be obtained an ALTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners. Such policy shall comply with Section 5.5 hereof, shall be in a form satisfactory to the Insurer and the Corporation, shall be in the amount equal to the Principal Component of Lease Payments attributable to the substituted real property, and shall insure all interests required under Section 5.5, as applicable, to the substituted real property;

(e) the District shall give, or cause to be given, any notice of the occurrence of such substitution or release required to be given pursuant to the Continuing Disclosure Certificate;

(f) upon any substitution or release, the District, the Corporation and the Trustee shall execute and the District shall record with the office of the County Recorder, Orange County, California, any document necessary to reconvey to the District the portion of the Property being released and to include the substituted real property and/or improvements thereon as all or a portion of the Property; and

(g) the District shall certify to the Trustee and the Insurer that any substituted real property is of approximately the same degree of essentiality to the District as the Property being released.

Section 7.13 Compliance with Law, Regulations, Etc.

(a) The District has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the District nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of the Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the District, the Property or the business operations conducted by the District thereon (collectively, "Hazardous Materials") on, from or beneath the Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Materials on, from or beneath the Property, or (iii) stored any material amount of petroleum products at the Property in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of, or used in the maintenance of school and school related buildings, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) No portion of the Property located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to the Property.

Section 7.14 Environmental Compliance.

(a) The District shall not use or permit the Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of a unified school district, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the District shall promptly commence and perform, or cause to be commenced and performed promptly, without cost or liability to the Trustee, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the improvements on the Property.

(b) The District shall comply with, and shall cause all tenants, subtenants, licensees, guests, invitees, contractors, employees and agents on the Property to comply with, all Environmental Regulations, and shall keep the Property free and clear of any liens imposed pursuant thereto; provided, however, that notwithstanding that a portion of this covenant is limited to the District's use of its best efforts, the District shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the District's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any person with regard to the Release of Hazardous Materials on, from or beneath the Property, the District shall give prompt written notice thereof to the Trustee prior to the expiration of any period in which to respond to such notice under any Environmental Regulation.

(c) Irrespective of whether any representation or warranty contained in Section 7.13 is not true or correct, the District shall, to the extent permitted by law, defend, indemnify and hold harmless the Trustee, the Insurer, the Owners, their partners, depositors and each of their respective employees, agents, officers, directors, trustees, representatives, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees and expenses incurred to enforce the indemnification contained in this Section 7.14, consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Trustee or the Insurer shall have delivered to the District), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, release, threat of release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Trustee shall have delivered to the District), or governmental order relating to Hazardous Materials on, from or beneath the Property, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors,

licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the District is strictly liable under any Environmental Regulation, its obligation to the Owners and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. The obligations and liabilities under this Section 7.14(c) shall survive the payment and satisfaction of all Certificates, and with regard to the Trustee the resignation and removal of the Trustee.

(d) The District shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

Section 7.15 Condemnation of Property. The District hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the District will not exercise the power of condemnation with respect to the Property. The District further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the District shall fail or refuse to abide by such covenant and condemns the Property, then the appraised value of the Property shall not be less than (i) if such Certificates are then subject to prepayment, the Principal Component and Interest Component of the Certificates outstanding through the date of their prepayment, or (ii) if such Certificates are not then subject to prepayment, the amount necessary to defease the Certificates to the first available prepayment date in accordance with the Trust Agreement.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1 Assignment by the Corporation. Except as provided herein, in the Trust Agreement and the Assignment Agreement, the Corporation will not assign this Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2 hereof and any assignment in contravention hereof shall be void.

Section 8.2 Subleasing by the District. In the event that the Property is subleased by the District, the obligation to make Lease Payments hereunder shall remain the obligation of the District. The District may sublease all or any portion of the Property (with the prior written consent of the Insurer), so long as such sublease does not, in the opinion of Special Counsel, adversely affect the validity of this Lease, subject to all of the following conditions:

(a) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District, as acknowledged in an officer's certificate delivered to the Trustee and the Insurer; and

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Insurer, the Trustee and S&P a true and complete copy of such sublease;

(c) Any sublease of the Property by the District shall expressly provide that such sublease is subject to all rights of the Corporation under this Lease Agreement, including,

the right to re-enter and re-let the Property or terminate this Lease Agreement in the event of a default by the District; and

(d) No sublease, release, sale, disposition or substitution of the Property subject to (i) the Site Lease or Lease or (ii) any mortgage, deed of trust or other document evidencing a security interest in, or otherwise pledged, directly or indirectly, to secure the Certificates, shall occur without the prior written consent of the Insurer.

The issuance of Parity Certificates shall not constitute a sublease pursuant to this Section.

Section 8.3 Amendments and Modifications. This Lease may be amended or any of its terms modified with the written consent of the District, the Insurer and the Trustee (as assignee of the Corporation), in accordance with Article X of the Trust Agreement.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default.

(i) Lease Payments. Failure by the District to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Deposit Date; and

(ii) Reserve Replenishment Rent. Failure by the District to timely pay any Reserve Replenishment Rent, if and when required by Section 4.4(d) hereof.

(b) Covenant Default. Failure by the District to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Trust Agreement or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation, the Trustee, or the Owners of not less than twenty percent (20%) in aggregate principal amount of Certificates then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation or such Owners, as the case may be, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected, except that such grace period shall not exceed 60 days without the prior written consent of the Insurer.

(c) Bankruptcy or Insolvency. The filing by the District of a case in bankruptcy, or the subjection of any right or interest of the District under this Lease to any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Section 9.2 Remedies on Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease. Notwithstanding anything herein or in the Trust Agreement to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE. After the occurrence of an event of default hereunder, the District will surrender possession of the Property to the Corporation, if requested to do so by the Corporation, the Trustee or the Owners, in accordance with the provisions of this Section 9.2. So long as the Insurer is not in default under the Insurance Policy, the Insurer, acting alone, shall have the right to direct and control all remedies upon an event of default including, without limitation, the election to terminate or not to terminate this Lease.

(a) No Termination: Repossession and Re-Lease on Behalf of District. In the event the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the Corporation may, with the consent of the District, which consent is hereby irrevocably given, repossess the Property and re-lease it for the account of the District, in which event the District's obligation will accrue from year to year in accordance with this Lease and the District will continue to receive the value of the use of the Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the District shall remain the same as prior to such default, to pay Lease Payments, Additional Payments and Reserve Replenishment Rent whether the Corporation re-enters or not. The District agrees to and shall remain liable for the payment of all Lease Payments, Additional Payments and Reserve Replenishment Rent and the performance of all conditions contained herein and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments, Additional Payments and Reserve Replenishment Rent to the end of the Term of this Lease, but said Lease Payments, Additional Payments and Reserve Replenishment Rent and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments, Additional Payments and Reserve Replenishment Rent hereunder, notwithstanding such repossession by the Corporation or any suit brought by the Corporation for the purpose of effecting such repossession of the Property or the exercise of any other remedy by the Corporation.

The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to repossess and re-lease the Property in the event of default by the District in the performance of any covenants contained herein to be performed by the District and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in the Orange County, for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-leasing of the Property. The District hereby waives any and all claims for damage caused or which may be caused by the Corporation in repossessing the Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Property and all claims for damages to or loss of any property belonging to the District that may be in or upon the Property.

The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such

re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subparagraph (b) below.

The District shall retain the portion of rental obtained by the Trustee, as assignee of the Corporation, that is in excess of the Lease Payments, Additional Payments and Reserve Replenishment Rent, the fees, expenses and costs of the Trustee of re-leasing the Property, and all amounts payable by the District under this Lease and the Trust Agreement.

In the event that the liability of the District under this subsection (a) is held by a court of competent jurisdiction to constitute indebtedness or liability in any year exceeding in any year the income and revenue provided for such year, the Corporation, or the Trustee or the Owners, as assignees of the Corporation, shall not exercise the remedies provided in this subsection (a).

(b) Termination: Repossession and Re-Lease. In the event of the termination of this Lease by the Corporation at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any repossession of the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the District nevertheless agrees to pay to the Corporation all costs, losses or damages howsoever arising or occurring payable at the same time and in the same manner as is provided herein in the case of payment of Lease Payments, Additional Payments and Reserve Replenishment Rent. Any proceeds of the re-lease or other disposition of the Property by the Corporation shall be deposited into the Lease Payment Fund and be applied in accordance with the provisions of Section 5.03 of the Trust Agreement. Any surplus received by the Trustee, as assignee of the Corporation, from such re-leasing over total Lease Payments, Additional Payments and Reserve Replenishment Rent that would have been due hereunder and the fees, expenses and costs of the Trustee as assignee of the Corporation on re-leasing the Property shall be remitted to the District. Neither notice to pay rent or to deliver up possession of the Property given pursuant to law nor any proceeding taken by the Corporation to recover possession of the Property shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease. The District covenants and agrees that no surrender of the Property for the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice. No such termination shall be effected either by operation of law or act of the parties hereto, except only in the manner herein expressly provided.

(c) No Termination: Collection of Lease Payments. In the event the Corporation does not elect to terminate this Lease in the manner provided for in subparagraph (b) above or to exercise its right to re-enter and re-lease in subparagraph (a) above, the Corporation may collect each installment of Lease Payments as the same become due and enforce any other terms or provisions hereof to be kept or performed by the District, regardless of whether or not the District has abandoned the Property.

(d) Other Remedies. In addition to the other remedies set forth in this Section, upon the occurrence of an event of default, the Corporation and its assignee shall be entitled to proceed to protect and enforce the rights vested in the Corporation and its assignee by this Lease Agreement or by law. The provisions of this Lease Agreement and the duties of the District and of its board, officers or employees shall be enforceable by the Corporation or its assignee by mandamus or other appropriate suit, action or proceeding in any court of

competent jurisdiction. Without limiting the generality of the foregoing, the Corporation and its assignee shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the District and its board, officers and employees and its assigns to account as the trustee of an express trust.

(ii) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or its assignee.

(iii) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce the Corporation's or its assignee's rights against the District (and its board, officers and employees) and to compel the District to perform and carry out its duties and obligations under the law and its covenants and agreements with the District as provided herein.

Section 9.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 9.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6 Application of the Proceeds from the Re-Lease of the Property. All amounts received by the Corporation under this Article IX shall, subject to Section 13.03 of the Trust Agreement, be deposited by the Trustee in the Lease Payment Fund and credited towards the Lease Payments in order of Lease Payment Deposit Dates.

Section 9.7 Trustee and Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been absolutely and irrevocably assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners as provided in the Trust Agreement. To the extent that this Lease confers upon or gives or grants the Trustee any right, remedy or claim under or by reason of this Lease, the Trustee is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 9.8 Assignee of Corporation. All references to the Corporation in this Article IX shall refer to its assignee following the Corporation's assignment of its rights hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1 Security Deposit. Notwithstanding any other provision of this Lease, the District may, on any date, secure the payment of Lease Payments and Additional Payments by a deposit by it with the Trustee of cash and/or Defeasance Securities as provided in Section 14.01 of the Trust Agreement. In such event, and provided that the District has paid any other amounts due and owing under this Lease and the Trust Agreement, all obligations of the District under this Lease, and all security provided by this Lease for said obligations, shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, Lease Payments and Additional Payments from such deposit. On the date of said deposit, title to the Property shall vest in the District automatically and without further action by the District or the Corporation (except as provided herein). Said deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease. The Corporation shall execute and deliver such further instruments and take such further action as may reasonably be requested by the District for carrying out the title transfer of the Property.

Section 10.2 Extraordinary Prepayment From Net Proceeds. The District shall be obligated to prepay the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys theretofore deposited in the Prepayment Fund (at least 45 days prior to the date fixed for prepayment of the Certificates) pursuant to Section 4.02 of the Trust Agreement. The District and the Corporation hereby agree that such Net Proceeds or other moneys shall be credited towards the District's obligations hereunder (except in the case of such prepayment of the Lease Payments in whole) pro rata among Lease Payments so that following Prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

Section 10.3 Prepayment of Lease Payments.

(a) Subject to the terms and conditions of this Section, the Corporation hereby grants an option to the District to prepay the Lease Payments in whole or in part, on the dates and at the prepayment prices set forth in Section 4.03(a) of the Trust Agreement. The District and the Corporation agree that such prepayments shall be credited toward the District's obligations hereunder corresponding to the resulting prepayment of the Certificates in accordance with Section 4.03(a) of the Trust Agreement on the dates and at the prepayment prices provided therein.

(b) The District shall execute said options by giving written notice to the Trustee thereof pursuant to the Trust Agreement and depositing (1) accrued interest on the Principal Component to be prepaid to the date of prepayment, plus (2) any Lease Payments then due but unpaid, plus (3) the prepayment premium described in Section 4.03(a) of the Trust Agreement. In lieu of depositing the amounts set forth above, the District may provide evidence satisfactory to the Trustee that the optional prepayment amounts can be satisfied on the designated prepayment date.

Section 10.4 Credit for Amounts on Deposit. In the event of the securing of or prepayment of the Principal Component of the Lease Payments in full under this Article X such that the Trust Agreement shall be discharged by its terms as a result of such security deposit

or prepayment, all amounts then on deposit in the Lease Payment Fund and the Reserve Fund shall be credited toward the amounts then required to be so prepaid (other than amounts therein derived from draws under the Policy or Reserve Policy). In the event of a partial securing of or prepayment of the Principal Component of the Lease Payments under this Article X such that a portion of the Certificates shall be defeased under the Trust Agreement as a result of such prepayment, all amounts then on deposit in the Reserve Fund (other than amounts therein derived from draws under the Policy or Reserve Policy), if any, in excess of the Reserve Requirement following such defeasance, shall be credited toward the amounts then required to be so deposited or prepaid.

Section 10.5 Effect of Prepayment.

(a) In Whole. In the event that the District pays or prepays all remaining Lease Payments either by making a security deposit with the Trustee as provided in Section 10.1 hereof or from Net Proceeds as provided in Section 10.2 hereof or from cash or other legally available moneys deposited by the District as provided in Section 10.3, and the District has paid all Additional Payments and Reserve Replenishment Rent required hereunder, and all the provisions of Section 14.01 of the Trust Agreement have been complied with, then the District's obligations under this Lease shall thereupon cease and terminate, including but not limited to the District's obligation to continue to pay Lease Payments under this Article X (except as provided in Section 10.1 hereof).

(b) In Part. In the event the District prepays less than all of the remaining Principal Component of the Lease Payments pursuant to Section 10.2 or 10.3 hereof (from cash or other legally available moneys deposited by the District), the amount of such prepayment shall be applied to reduce the Principal Component of the remaining Lease Payments in a manner that corresponds to the resulting prepayment of principal with respect to the Certificates as determined in the Trust Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received on the earlier of the day of actual receipt or five Business Days after deposit in the United States mail in first-class or certified form, postage prepaid, to the District or the Corporation, as the case may be, at the addresses indicated in Section 14.05 of the Trust Agreement. The Corporation, the District and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section 11.3 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.6 Insurer as Third-Party Beneficiary; Extent of Insurer Rights. The Insurer is a third-party beneficiary of this Lease. Any and all rights of the Insurer to consent or to take or approve any actions hereunder shall be valid only if the Insurer shall not be in default under the terms of the Insurance Policy. So long as the Insurer is in default under the Insurance Policy it shall be entitled to receive notice of certain events as described herein but shall have no other rights hereunder, other than by subrogation.

Section 11.7 No Termination. No termination, assignment (other than to the Trustee in accordance with the Assignment Agreement), transfer or sublease of the Lease or the Site Lease shall be permitted without the prior written consent of the Insurer.

Section 11.8 No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Lease with any other estate or interest in the Property, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Property created by this Lease as well as another estate or interest in the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Corporation has caused this Lease to be executed in its name by its duly authorized officer, and the District has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION, as Lessor

By: _____
Martha McNicholas, President

CAPISTRANO UNIFIED SCHOOL DISTRICT,
as Lessee

By: _____
Kirsten Vital, Superintendent

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the Capistrano Unified School District, a school district duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the Capistrano Unified School District, pursuant to authority conferred by resolution of the Governing Board adopted on _____, 2017 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2017

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Kirsten Vital, Superintendent

EXHIBIT A

SEMI-ANNUAL LEASE PAYMENT SCHEDULE

Date⁽¹⁾	Principal Component	Interest Component	Total Lease Payments
---------------------------	--------------------------------	-------------------------------	---------------------------------

(1) Each Lease Payment must be deposited with the Trustee on the Lease Payment Deposit Date which is the fifteenth day of the month preceding each of the dates listed.

Direct Subsidy Rate: ____% per annum; Received from federal government pursuant to Internal Revenue Code § 6431(f) to pay interest component.

EXHIBIT B

DESCRIPTION OF THE PROPERTY

**THAT REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:**

EXHIBIT C

GENERAL DESCRIPTION OF THE PROJECT

The District plans to apply the portion of the proceeds from the sale of the Certificates deposited to the Project Fund to finance the costs of installation of solar photovoltaic energy systems on the following school campuses: Aliso Niguel High School, Capistrano Valley High School, Dana Hills High School, San Clemente High School, San Juan Hills High School, Tesoro High School, and District administrative office.

EXHIBIT D

LEASE SUPPLEMENT FORM

There is hereby [subjected to/released from] the terms of that certain Lease Agreement, dated as of December 1, 2017, by and between the Capistrano Unified School District School Facilities Corporation (the "Corporation") and the Capistrano Unified School District (the "District") the following real property:

Description of [Substituted Property/Released Property]

[Insert Description]

I, the District Representative, hereby certify that:

(a) [if applicable] The Substituted Property is free from any liens other than Permitted Encumbrances;

(b) The District has provided prior written notice thereof to each rating agency then rating the Certificates evidencing the Lease Payments under the Lease;

(c) An independent MAI or equivalent certified real estate appraiser selected by the District finds (and delivers a certificate to the District and the Trustee setting forth its findings), or a schedule of insured values from the District's insurer showing that the real property remaining after such substitution or release (i) is greater than the principal amount of Certificates then outstanding and (ii) has an equivalent or greater useful life as the Property to be released and that the useful life of the Substituted Property exceeds the remaining Term;

(d) The District has obtained or caused to be obtained an ALTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners which complies with Section 5.5 of the Lease, is in a form satisfactory to the Trustee and the Corporation, is in the amount equal to the Principal Component of Lease Payments attributable to the Substituted Property, and insures all interest required under Section 5.5, as applicable, to the Substituted Property;

(e) The District has given, or caused to be given, any notice of the occurrence of such [substitution/release] required to be given pursuant to the Continuing Disclosure Certificate;

(f) The District, the Corporation and the Trustee have executed and the District has recorded with the office of the County Recorder, County of Orange, California, any document necessary to reconvey to the District the portion of the Property being released and to include the Substituted Property and/or improvements thereon as all or a portion of the Property; and

(g) [applicable in the case of Substituted Property only] the Substituted Property is of approximately the same degree of essentiality to the District as the portion of the Property being released.

I, the District Representative, hereby certify that the portion of the Property being substituted is owned by the District free and clear of all liens or claims of others, except for the lien of the Trust Agreement referred to in the Lease, the rights of the District under the Lease and

other Permitted Encumbrances, and that the District will not encumber title to the substituted portion of the Property while the Certificates remain outstanding except as permitted by the Lease.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By [form only; no signature required]
District Representative

EXHIBIT E

FORM OF CERTIFICATE OF ADDITION OF PROJECT COMPONENT

I, _____, _____ of the Capistrano Unified School District (the "District") hereby certify that _____ project is to become a part of the Project as defined under the Lease Agreement, dated as of December 1, 2017, (the "Lease"), by and between the District and the Capistrano Unified School District School Facilities Corporation (the "Corporation") [in addition to the components of the Project as defined in the Lease or in substitution for _____ component of the Project as defined in the Lease]. This Certificate shall be filed with the Trustee under the Trust Agreement, dated as of December 1, 2017, by and among the District, the Corporation and U.S. Bank National Association, as trustee thereunder, until such time as the Lease is terminated.

[form only; no signature required] _____
District Representative

TRUST AGREEMENT

Dated as of December 1, 2017

by and among

***U.S. BANK NATIONAL ASSOCIATION,
as Trustee***

and

CAPISTRANO UNIFIED SCHOOL DISTRICT FACILITIES CORPORATION

and

CAPISTRANO UNIFIED SCHOOL DISTRICT

Relating to

**\$_____ 2017 Certificates of Participation
(New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) and**

\$_____ 2017 Certificates of Participation (Series B – Taxable)

ARTICLE I

DEFINITIONS

1

Section 1.01	Definitions and Rules of Construction.	1
Section 1.02	Authorization.....	12
Section 1.03	Equal Security.	12

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

12

Section 2.01	Authorization.....	12
Section 2.02	Date.....	12
Section 2.03	Maturity; Interest Rates.....	13
Section 2.04	Registration; Interest.	13
Section 2.05	Form of Certificates.....	13
Section 2.06	Execution.....	14
Section 2.07	Application of Proceeds and Other Amounts	14
Section 2.08	Transfer and Exchange.	14
Section 2.09	Certificates Mutilated, Lost, Destroyed or Stolen	15
Section 2.10	Payment	15
Section 2.11	Execution of Documents and Proof of Ownership.....	16
Section 2.12	Certificate Register	16
Section 2.13	Book-Entry System.	16
Section 2.14	Destruction of Cancelled Certificates	19
Section 2.15	Additional Certificates.....	19
Section 2.16	Parity Certificates	21

ARTICLE III

PROJECT, DELIVERY COST AND CAPITALIZED INTEREST FUNDS

21

Section 3.01	Establishment of the Project Fund	21
Section 3.02	Purpose. Moneys in the Project Fund shall be expended for Project Costs.....	22
Section 3.03	Deposit of Moneys; Payment of Project Costs.	22
Section 3.04	Establishment of the Delivery Cost Fund.	22
Section 3.05	Transfers of Unexpended Funds.....	22
Section 3.06	Establishment of Capitalized Interest Fund.....	22

ARTICLE IV

PREPAYMENT OF CERTIFICATES

23

Section 4.01	Establishment of Prepayment Fund	23
Section 4.02	Extraordinary Prepayment	23
Section 4.03	Optional and Mandatory Prepayment.....	23
Section 4.04	Selection of Certificates for Prepayment.....	25
Section 4.05	Notice of Prepayment.	25
Section 4.06	Partial Prepayment of Certificates	26
Section 4.07	Effect of Notice of Prepayment.....	26
Section 4.08	Surplus.....	26

TABLE OF CONTENTS
(continued)

Page

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND	27
Section 5.01 Security Provisions.....	27
Section 5.02 Establishment of Lease Payment Fund	27
Section 5.03 Application of Moneys.....	28
Section 5.04 Surplus.....	28

ARTICLE VI

RESERVE FUND	28
Section 6.01 Establishment of Reserve Fund	28
Section 6.02 Funding.	28
Section 6.03 Transfers of Excess	29
Section 6.04 Application of Reserve Fund in Event of Deficiency in Lease Payment Fund.	29
Section 6.05 Trustee to Make All Lease Payments.....	31

ARTICLE VII

NET PROCEEDS FUND	31
Section 7.01 Establishment of Net Proceeds Fund; Deposits.....	31
Section 7.02 Disbursements.	31
Section 7.03 Cooperation	32

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT	32
Section 8.01 Held in Trust	32
Section 8.02 Investments Authorized.....	32
Section 8.03 Disposition of Investments.....	33
Section 8.04 Accounting	33
Section 8.05 Valuation and Disposition of Investments.....	34
Section 8.06 Commingling of Moneys in Funds	34
Section 8.07 Tax Covenants	34
Section 8.08 Filing of Forms to Receive Subsidy Payments.	37

ARTICLE IX

THE TRUSTEE	37
Section 9.01 Appointment of Trustee.	37
Section 9.02 Merger or Consolidation	38
Section 9.03 Protection of the Trustee.	38
Section 9.04 Rights of the Trustee.	38
Section 9.05 Standard of Care	39
Section 9.06 Compensation of the Trustee.....	39
Section 9.07 Indemnification of Trustee	39
Section 9.08 Trustee's Disclaimer of Warranties	42

TABLE OF CONTENTS
(continued)

Page

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS 42

Section 10.01	Amendments Permitted.	42
Section 10.02	Procedure for Amendment with Written Consent of the Owners	44
Section 10.03	Disqualified Certificates	44
Section 10.04	Effect of Supplemental Agreement	45
Section 10.05	Endorsement or Replacement of Certificates Delivered After Amendments.....	45
Section 10.06	Amendatory Endorsement of Certificates	45
Section 10.07	Copies of Amendments Delivered to Rating Agencies.....	45

ARTICLE XI

COVENANTS; NOTICES 45

Section 11.01	Compliance With and Enforcement of the Lease	45
Section 11.02	Payment of Taxes	46
Section 11.03	Observance of Laws and Regulations.....	46
Section 11.04	Prosecution and Defense of Suits	46
Section 11.05	District Budgets	46
Section 11.06	Further Assurances	46
Section 11.07	Continuing Disclosure	46
Section 11.08	Qualification as a Qualified Renewable Energy Facility Project.....	47

ARTICLE XII

LIMITATION OF LIABILITY 47

Section 12.01	Limited Liability of the District	47
Section 12.02	No Liability of the District or Corporation for Trustee Performance.....	47
Section 12.03	Limited Liability of Trustee.	47
Section 12.04	Limitation of Rights to Parties and Certificate Owners	47

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS 48

Section 13.01	Assignment of Rights.....	48
Section 13.02	Events of Default.	48
Section 13.03	Application of Funds	49
Section 13.04	Institution of Legal Proceedings	49
Section 13.05	Non-Waiver.....	49
Section 13.06	Remedies Not Exclusive	50
Section 13.07	Power of Trustee to Control Proceedings	50
Section 13.08	Limitation on Certificate Owners' Right to Sue	50

ARTICLE XIV

MISCELLANEOUS 51

Section 14.01	Defeasance.	51
Section 14.02	Non-Presentment of Certificates	53

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 14.03 Acquisition of Certificates by District	53
Section 14.04 Records	53
Section 14.05 Notices	53
Section 14.06 Governing Law	54
Section 14.07 Binding Effect; Successors	54
Section 14.08 Execution in Counterparts	54
Section 14.09 Headings	54
Section 14.10 Waiver of Notice	55
Section 14.11 Severability of Invalid Provisions.....	55
Section 14.12 Payment on Business Day	55
Section 14.13 Provisions Relating to Certificate Insurance	55
Section 14.14 Information to be Provided to the Insurer	58
Section 14.15 Interested Parties.	59
Signatures	S-1
EXHIBIT A FORM OF CERTIFICATE OF PARTICIPATION	A
EXHIBIT B-1 FORM OF WRITTEN DELIVERY COST REQUISITION	B-1
EXHIBIT B-2 FORM OF WRITTEN PROJECT COST REQUISITION	B-2
EXHIBIT C TAX CREDIT RATE	C

TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of December 1, 2017 (this "Trust Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States, as trustee (the "Trustee"), the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, including without limitation Sections 5110 *et seq.* of the Corporations Code of the State of California, as lessor under the Lease hereinafter referred to (the "Corporation"), and the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the Constitution and laws of the State of California, as lessee under the Lease (the "District");

W I T N E S S E T H:

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount of \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code (the "Code") to finance various solar photovoltaic projects of the District (collectively, the "Project") which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code; and

WHEREAS, to finance the costs of the acquisition, construction and installation of the Project, the District and the Corporation have entered into a Lease Agreement, dated as of the date hereof (the "Lease"), whereby the Corporation has agreed to lease certain real property and improvements, as described therein (the "Property"), to the District, and the District has agreed to lease the Property from the Corporation; and

WHEREAS, the Trustee has agreed to execute and deliver the Capistrano Unified School District \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the "Series A Certificates") and the \$_____ 2017 Certificates of Participation (Series B - Taxable) (the "Series B Certificates") and collectively the Series A Certificates and the Series B Certificates hereinafter referred to herein as the "Certificates"), each evidencing fractional interests in the Lease Payments and Prepayments (each as defined herein) made by the District under the Lease; and

WHEREAS, the District and the Corporation have authorized the preparation, sale and delivery of the Certificates in order to finance the Project; and

WHEREAS, AS SECURITY THEREFOR, the Corporation will assign its rights to receive Lease Payments pursuant to the Lease, and the Corporation and District will grant a security interest in all moneys held by the Trustee hereunder to the Trustee for the benefit of the Owners of the Certificates executed and delivered hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions and Rules of Construction. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Trust Agreement, refer to this Trust Agreement as a whole.

"Additional Certificates" means certificates of participation authorized by a supplemental Trust Agreement that are executed and delivered by the Trustee under and pursuant to Section 2.15.

"Additional Payments" means all amounts payable by the District as Additional Payments as defined in Section 4.11 of the Lease.

"Assignment Agreement" means the Assignment Agreement related to the Certificates, dated as of the date hereof, by and between the Trustee and the Corporation, and any duly authorized and executed amendments thereto.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Business Day" means any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in the State of New York or the State of California are authorized or required by law or executive order to remain closed.

"Capitalized Interest Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Certificate" or "Certificates" means (a) the \$_____ aggregate principal amount of Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy) and (b) the \$_____ aggregate principal amount of Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) executed and delivered by the Trustee pursuant to this Trust Agreement.

"Certificate Payment Date" means June 1 and December 1 of each year commencing December 1, 2018 with respect to the interest payments evidenced by the Certificates and December 1 of each year commencing December 1, 2019 with respect to the principal payments evidenced by the Certificates.

"Closing Date" means the date on which the Certificates, duly executed by the Trustee, are delivered to the Underwriter thereof.

"Code" means the Internal Revenue Code of 1986, and the regulations issued thereunder, as the same may be amended from time to time, and any successor provisions of law. Each reference to a Section of the Code herein shall be deemed to include the United

States Treasury Regulations and Internal Revenue Service Notices dealing with Sections 54A, 54C and 6431 of the Code, including Internal Revenue Service Notice 2010-35.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate dated as of the date hereof, executed by the District.

"Corporation" means the Capistrano Unified School District School Facilities Corporation, a nonprofit public benefit corporation organized under the laws of the state, its successors and assigns.

"Corporation Representative" means the President, Vice President, Secretary or Chief Financial Officer of the Corporation, or any other person authorized to act on behalf of the Corporation under or with respect to the Lease.

"Defeasance Securities" means the securities described in paragraph A of the definition of "Permitted Investments."

"Delivery Cost Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Delivery Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B-1.

"Delivery Costs" means and further includes all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the financing of the Project from the proceeds of the Certificates, including, but not limited to: the premium for any insurance policies purchased to satisfy the Reserve Requirement or to guarantee payment of the Certificates; filing and recording costs; settlement costs; printing costs; word processing costs; reproduction and binding costs; initial fees and charges of the Trustee, including its first annual administration fee and the fees of its counsel; financing and other professional consultant fees; costs of rating agencies and costs of providing information to such rating agencies; any computer and other expenses incurred in connection with the Certificates; fees for execution, transportation and safekeeping of the Certificates; and charges and fees in connection with the foregoing.

"Depository" means the securities depository acting as Depository pursuant to Section 2.13 hereof, initially The Depository Trust Company, 55 Water Street -1SL, New York, New York 10041, Fax (212) 855-8707 or such other securities depositories as the District may designate in writing to the Trustee.

"District" means the Capistrano Unified School District, a school district organized and existing under the laws and Constitution of the State, and its successors and assigns.

"District Representative" means the Superintendent and the Deputy Superintendent of the District or any other person authorized by the Superintendent of the District to act on behalf of the District with respect to the Lease or this Trust Agreement.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Certificates.

"Event of Default" means an event of default under the Lease, as defined in Section 9.1 thereof.

"Expenditure Period" means the "expenditure period" defined in Section 54A(d)(2)(B)(ii) of the Code and consists of the period beginning on the Closing Date and ending on the later of the date which is three years after the Closing Date or such later date, if any, as permitted by the Internal Revenue Service in response to a request to extend the Expenditure Period.

"Fiscal Year" means the fiscal year of the District commencing July 1 and ending June 30 of the next year.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the District.

"Insurance Policy" or "Policy" means the insurance policy issued by the Insurer that guarantees the scheduled payment of principal of, and interest with respect to, the Certificates when due.

"Insurer" means _____, or any successor thereto or assignee thereof.

"Lease" means the Lease Agreement related to the Certificates, dated as of the date hereof, by and between the District and the Corporation, and any duly authorized and executed amendments thereto.

"Lease Payment" means any payment required to be paid by the District to the Corporation pursuant to Section 4.4 of the Lease.

"Lease Payment Deposit Date" means the 15th day next preceding the respective Certificate Payment Date (or if such day is not a Business Day, the next succeeding Business Day).

"Lease Payment Fund" means the fund by that name established and held by the Trustee pursuant to Article V hereof.

"Lease Year" means the period extending from July 1 of each calendar year to June 30 of the subsequent calendar year; provided that the first Lease Year shall commence on the Closing Date and end on June 30, 2018.

"Lessor" means the Corporation.

"Letter of Representations" means the letter of the District, delivered to and accepted by the Depository on or prior to delivery of the Certificates as book-entry certificates, making reference to the DTC Operational Arrangements memorandum, as it may be amended from time to time, setting forth the basis on which the Depository serves as depository for such book-entry certificates, as such letters were originally executed or as they may be supplemented or revised or replaced by letters from the District and the Trustee delivered to and accepted by the Depository.

"Moody's" means Moody's Investors Service or any successors or assigns thereto.

"Net Proceeds" means any remaining proceeds of any insurance, performance bonds, or taking by eminent domain or condemnation, paid with respect to the Property after

payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Net Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Article VII hereof.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.13 hereof.

"Outstanding" when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 hereof) all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

A. Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

B. Certificates for the payment or prepayment of which funds or Defeasance Securities, together with interest earned thereon, in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or prepayment date of such Certificates), provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment shall have been given as provided in Section 4.05 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

C. Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Sections 2.08 and 2.09 hereof.

"Owner" or "Certificate Owner" or "Owner of a Certificate", or any similar term, when used with respect to a Certificate means the person in whose name such Certificate is registered on the registration books maintained by the Trustee.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

"Participating Underwriter" has the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

A. For all purposes, including defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

1. Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations");

2. Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America;

3. Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; or

4. Evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

B. For all purposes other than defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

1. Federal Housing Administration debentures.

2. The following listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

(a) Federal Home Loan Mortgage Corporation (FHLMC)

(b) Participation certificates (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)

(1) Senior Debt obligations

(c) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)

(d) Consolidated system-wide bonds and notes

(e) Federal Home Loan Banks (FHL Banks)

(f) Consolidated debt obligations

(g) Federal National Mortgage Association (FNMA)

(1) Senior debt obligations

(2) Mortgage-backed securities (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)

3. Unsecured certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Corporation), time deposits, trust accounts, trust funds, interest bearing deposits, overnight bank deposits, interest bearing money market accounts and bankers' acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated "A-1+" or better at the time of investment by S&P and "Prime-1" at the time of investment by Moody's, which may include the Trustee and its affiliates.

4. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$15 million.

5. Commercial paper (having original maturities of not more than 270 days) rated at the time of purchase "A-1+" by S&P and "Prime-1" by Moody's.

6. Money market mutual funds rated at the time of investment "AAm" or "AAm-G" by S&P, or better, and if rated by Moody's rated "Aa2" or better, including mutual funds for which the Trustee, its parent company, if any, or any affiliates or subsidiaries of the Trustee provide investment advising or other management services or serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that: (i) the Trustee or an affiliate of the Trustee receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; (ii) the Trustee collects fees for services rendered, which fees are separate from the fees received from such funds; and (iii) services performed for such funds may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

7. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at the time of investment "A3" by Moody's and "A-" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

8. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (vii) above and at the time of investment rated "A-1+" by S&P and "MIG-1" by Moody's.

9. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (vii) above and rated at the time of investment "AA-" or better by S&P and "Aa3" or better by Moody's.

10. Pre-refunded municipal obligations rated at the time of investment in the highest rating category then assigned to the United States of America by S&P and Moody's meeting the following requirements:

(a) (1) such municipal obligations are not subject to redemption prior to maturity or (2) the trustee for such municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of such municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) such municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on such municipal obligations ("Verification");

(d) the cash or United States Treasury Obligations serving as security for such municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

11. Repurchase agreements entered into with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at the time of investment at least "A-" by S&P and "A3" by Moody's including the Trustee and any of its affiliates; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at the time of investment at least "A-" by S&P and "A3" by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at the time of investment at least "A-" by S&P and "A3" by Moody's and acceptable to the Insurer (each an "Eligible Provider"), provided that:

(a) (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's, and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral");

(b) the trustee or a third party acting solely as agent therefore or for the District (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market;

(c) the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(d) the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

(e) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

(f) the repurchase agreement shall provide that if during its term the provider's rating at the time of investment by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must notify the District, the Trustee and the Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (i) provide a written

guarantee acceptable to the Insurer, (ii) post Eligible Collateral, or (iii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the Trustee (who shall give such direction if so directed by the Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the District or the Trustee.

12. Investment agreements with a domestic or foreign bank or corporation, the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is at the time of investment rated at least "AA-" by S&P and "Aa3" by Moody's, and acceptable to the Insurer, each of which shall be an Eligible Provider, provided that:

(a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice; the District and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(c) the provider shall send monthly reports to the Trustee, the District and the Insurer setting forth the balance the District or Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

(d) the investment agreement shall state that is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(e) the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

(f) the District, the Trustee and the Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms;

(g) the District, the Trustee and the Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that: (1) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms; (b) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law; and (c) any judgment rendered by a court in the United States would be recognized and enforceable in such country;

(h) the investment agreement shall provide that if during its term:

(1) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either: (i) provide a written guarantee acceptable to the Insurer; (ii) post Eligible Collateral with the District, the Trustee or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims; (iii) assign the agreement to an Eligible Provider; or (iv) repay the principal of and accrued but unpaid interest on the investment;

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", the provider must, at the direction of the District or the Trustee (who shall give such direction if so directed by the Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District or Trustee;

(i) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(j) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

(k) the investment agreement must provide that if during its term: (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the District or the Trustee (who shall give such direction if so directed by the Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate;

13. Deposits in the Local Agency Investment Fund of the California State Treasurer, to the extent the Trustee is authorized to register such investments in its name; and.

14. County Investment Pool.

"Prepayment" means any payment made by the District pursuant to Article X of the Lease as a prepayment of Lease Payments.

"Prepayment Fund" means the fund by that name established and held by the Trustee pursuant to Article IV hereof.

"Principal Office" means the principal corporate trust office of the Trustee in St. Paul, Minnesota, or such other address as the Trustee may inform the District, or the principal office of any successor trustee pursuant hereto except that with respect to presentation of Certificates for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Project" means the Project, as defined in the Lease.

"Project Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B-2.

"Project Costs" means, with respect to any item or portion of the Project, the contract price paid or to be paid therefor upon acquisition, construction, procurement or improvement thereof, in accordance with a purchase order or contract therefor. Project Costs include, but are not limited to, the administrative, engineering, legal, financial and other costs incurred by the District and the Corporation in connection with the acquisition, construction, procurement, remodeling or improvement of the Project, all applicable sales taxes and other charges resulting from such construction, procurement, remodeling or improvement of the Project.

"Project Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Property" means the Property, as defined in the Lease.

"Qualified Renewable Energy Facility Project" means capital expenditures incurred by District within the meaning of Section 54C(d)(1) of the Code for any qualified facility determined under Section 45(d) of the Code (without regard to paragraphs (8) and (10) thereof), including (among others) solar energy facilities.

"Record Date" means the close of business on the fifteenth day of the month preceding each Certificate Payment Date, whether or not such fifteenth day is a Business Day.

"Reserve Facility" means any line of credit, letter of credit, insurance policy, surety bond or other credit deposited with the Trustee pursuant to Article VI.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Article VI hereof.

"Reserve Insurer" means _____, or any successor thereto or assignee thereof.

"Reserve Policy" means the municipal bond debt service reserve insurance policy issued by the Reserve Insurer under which claims may be made in order to provide moneys in the Reserve Fund available for the purposes thereof.

"Reserve Replenishment Rent" means Reserve Replenishment Rent payable pursuant to Section 4.4(d) of the Lease.

"Reserve Requirement" means, as of any calculation date, the lesser of (1) the maximum aggregate annual Lease Payments (in any twelve month period ending on September 1) then payable under the Lease with respect to the Certificates and Additional

Certificates, (2) 125% of the average annual aggregate Lease Payments (calculated based on Fiscal Years) then payable under the Lease with respect to the Certificates and Additional Certificates, or (3) 10% of the original face amount of the Certificates and Additional Certificates (less original issue discount if in excess of two percent (2%) of the stated Principal Component amount at maturity).

"Responsible Officer" means, when used with respect to the trustee, any officer within the corporate trust department of the trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Trust Agreement.

"S&P" means S&P Global Ratings or any successors or assigns thereto.

"Series A Certificates" means the \$_____ Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy).

"Series B Certificates" means the \$_____ Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable)

"Site Lease" means the Site Lease related to the Certificates, dated the date hereof, by and between the Corporation and the District, and any duly authorized and executed amendments thereto.

"Special Counsel" means Dannis Woliver Kelley, or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions and acceptable to the District.

"State" means the State of California.

"Subsidy Payments" means, with respect to the Series A Certificates, the amounts which are payable by the Federal government under Section 6431 of the Tax Code, which the District has irrevocably elected to receive under Section 6431(f)(3) of the Code.

"Tax Certificate" means the Tax Certificate dated as of the Closing Date, concerning matters pertaining to the use and investment of proceeds of the Certificates executed and delivered to the District on the date of execution and delivery of the Certificates, including any and all exhibits attached thereto.

"Term" means the time during which the Lease is in effect, as provided in Section 4.2 of the Lease.

"Trustee" means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, and any successor trustee.

"Trust Agreement" or "Agreement" means this Trust Agreement, together with any amendments hereof or supplements hereto permitted to be made hereunder.

"Underwriter" means _____ as underwriter of the Certificates on the Closing Date.

Section 1.02 Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03 Equal Security. In consideration of the acceptance of the Certificates by the Owners, this Trust Agreement shall be deemed to be and shall constitute a contract between the Trustee and the Owners to secure the full and final payment of the interest, if any, and principal evidenced by the Certificates which may be executed and delivered hereunder, subject to each of the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to security or otherwise of any Certificates over any other Certificates by reason of the number or date thereof or the time of execution or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein. All of the Certificates are equally secured as provided in this Section 1.03, except as may be otherwise expressly provided in this Trust Agreement.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section 2.01 Authorization. Upon written request of the District Representative the Trustee will execute and deliver to the Underwriter, through the facilities of DTC, Series A Certificates in an aggregate principal amount of \$_____ representing proportionate ownership interests in the Lease Payments and the Prepayments and Series B Certificates in an aggregate principal amount of \$_____ representing proportionate ownership interests in the Lease Payments and the Prepayments. Such Certificates shall not be deemed a debt or obligation of the Trustee, and shall only be paid with funds received by the Trustee for such purposes hereunder or pursuant to the Lease.

Section 2.02 Date. Each Certificate shall be dated the Closing Date, and interest evidenced thereby shall be payable from the Certificate Payment Date next preceding the date of execution thereof, unless:

(1) it is executed as of a Certificate Payment Date, in which event interest with respect thereto shall be payable from the date thereof; or

(2) it is executed after a Record Date and before the following Certificate Payment Date, in which event interest with respect thereto shall be payable from such following Certificate Payment Date; or

(3) it is executed on or prior to November 15, 2018, in which event interest evidenced thereby shall be payable from the date of delivery; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Certificate Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates.

Section 2.03 Maturity; Interest Rates. The Series A Certificates shall become due and payable, subject to prior prepayment, on December 1 of the following years and shall evidence interest at the following rates:

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019			2032		
2020			2033		
2021			2034		
2022			2035		
2023			2036		
2024			2037		
2025			2038		
2026			2039		
2027			2040		
2028			2041		
2029			2042		
2030			2043		
2031					

The Series B Certificates shall become due and payable, subject to prior prepayment, on December 1 of the following years and shall evidence interest at the following rates:

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018		
2019		

Section 2.04 Registration; Interest. The Certificates shall be delivered in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof. The Certificates shall be numbered from "R-1" upwards in consecutive numerical order.

Interest evidenced by the Certificates shall be payable semiannually on June 1 and December 1, of each year, commencing December 1, 2018, to the date of maturity or prepayment, whichever is earlier. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the six month period (and with respect to the first Certificate Payment Date, for the period from the Closing Date) preceding each Certificate Payment Date with respect to the Certificates computed on the basis of a 360-day year of twelve 30-day months. The proportionate share of the portion of Lease Payments designated as interest evidenced by any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal evidenced by such Certificate by the rate of interest applicable to such Certificate.

Section 2.05 Form of Certificates. The Certificates and the assignment to appear thereon shall be substantially in the form set forth in **Exhibit A** attached hereto and by this reference incorporated herein with such appropriate additions, modifications and insertions as are permitted or required by this Trust Agreement. Pending the preparation of definitive Certificates, the Certificates may be executed and delivered in temporary form exchangeable for definitive Certificates when ready for delivery. If the Trustee delivers temporary Certificates, it shall execute and deliver definitive Certificates in an equal aggregate principal amount of authorized denominations, when available, without additional charge, and

thereupon the temporary Certificates shall be surrendered to the Trustee at its Principal Office. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Trust Agreement as definitive Certificates.

Section 2.06 Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of any authorized signatory of the Trustee. The Trustee shall insert the date of execution of each Certificate in the place provided thereon.

Section 2.07 Application of Proceeds and Other Amounts. The proceeds from the sale of the Series A Certificates in the amount of \$_____ (representing the par amount of the Series A Certificates of \$_____, less the Underwriter's discount of \$_____, shall be deposited with the Trustee and then be deposited or transferred by the Trustee as follows:

- (a) The Trustee shall deposit \$_____ in the Project Fund.

The proceeds from the sale of the Series B Certificates in the amount of \$_____ (representing the part amount of the Series B Certificates of \$_____, plus original issue premium of \$_____, less the Underwriter's discount of \$_____, less the insurance Policy Premium of \$_____, and less the Reserve Policy Premium of \$_____, which premiums shall be wired directly to the Insurer and the Reserve Insurer, respectively, by the Underwriter), shall be deposited with the Trustee and then be deposited or transferred by the Trustee as follows:

- (a) The Trustee shall deposit the amount of \$_____ in the Delivery Cost Fund, to be applied to pay Delivery Costs for the Certificates.
- (b) The Trustee shall deposit the amount of \$_____ in the Capitalized Interest Fund, to be applied to pay interest with respect to the Series B Certificates on [to be completed upon pricing].

The Trustee may, in its discretion, establish a temporary fund or account in its books or records to facilitate such deposits.

Section 2.08 Transfer and Exchange.

A. Transfer of Certificates. Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation at the Principal Office accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates of the same series, maturity and interest rate, for like aggregate principal amount in authorized denominations. The Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any transfer and exchange shall be paid by the District.

B. Exchange of Certificates. Certificates may be exchanged at the Principal Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity and interest rate. The Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required

to be paid with respect to such exchange. All Certificates surrendered pursuant to the provisions of this Section shall be cancelled and destroyed by the Trustee and shall not be redelivered.

C. Time for Transfer or Exchange. The Trustee shall not be obligated to transfer or exchange any Certificate during the period in which it is selecting Certificates for prepayment, or after notice of prepayment has been given as provided in Section 4.05.

D. Neither the Trustee nor any agent shall have any responsibility or liability for any actions taken or not taken by DTC.

Section 2.09 Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor and maturity in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be cancelled by it. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity, satisfactory to the Trustee indemnifying the Trustee, the Corporation and the District, shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate executed under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate in place of one which has been mutilated, lost, destroyed or stolen, and which has matured, or has been called for prepayment, the Trustee may make payment with respect to such Certificate upon receipt of the above-mentioned indemnity.

Section 2.10 Payment. Subject to the provisions of the Letter of Representation, payment of interest evidenced by any Certificate on any Certificate Payment Date or prepayment date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Record Date immediately preceding such Certificate Payment Date or prepayment date, as the case may be, such interest to be paid by check mailed, on the applicable Certificate Payment Date, by first class mail to such Owner on the Certificate Payment Date at his address as it appears on such registration books. Interest evidenced by the Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of One Million Dollars (\$1,000,000) or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number within the United States on file with the Trustee as of the Record Date. Payments of defaulted interest shall be paid by check of the Trustee mailed by first class mail to the registered Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than 15 days prior to such special record date. Subject to the provisions of the Letter of Representation, the principal payable upon maturity or prepayment with respect to the Certificates shall be payable upon surrender at

the Principal Office. Said amounts shall be payable in lawful money of the United States of America. The Trustee is hereby authorized to pay or prepay the Certificates when duly presented for payment at maturity or on prepayment and to cancel all Certificates upon payment thereof.

Section 2.11 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

A. The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

B. The fact of the ownership of Certificates by any person, the amount and numbers of such Certificates and the date of execution shall be proved by the registration books maintained pursuant to Section 2.12 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or to be done by the Trustee in pursuance of such request or consent.

Section 2.12 Certificate Register. The Trustee will keep or cause to be kept at its Principal Office sufficient books for the registration and transfer of the Certificates which shall, during normal working hours and upon reasonable notice, be open to inspection by the District and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided. The District, the Corporation, and the Trustee shall be entitled to treat the registered owner of a Certificate as the absolute owner thereof for all purposes, whether or not a Certificate shall be overdue, and the District, the Corporation, and the Trustee shall not be affected by any notice to the contrary.

Section 2.13 Book-Entry System.

A. Election of Book-Entry System. Prior to the execution and delivery of the Certificates, the District may provide that such Certificates shall be initially executed and delivered as book-entry Certificates. If the District shall elect to deliver any Certificates in book-entry, then the District shall cause the delivery of a separate single fully registered Certificate (which may be typewritten) for each maturity date of such Certificates in an

authorized denomination corresponding to that total principal amount of the Certificates designated to mature on such date. Upon initial execution and delivery, the ownership of each such Certificate shall be registered in the Certificate register in the name of the Nominee, as nominee of the Depository and ownership of the Certificates, or any portion thereof, may not thereafter be transferred except as provided in Section 2.13.E.

With respect to book-entry Certificates, the District and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Certificates. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Certificates; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Certificate register, of any notice with respect to book-entry Certificates, including any notice of prepayment; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Certificates to be prepaid in the event the District prepays the Certificates in part; or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest evidenced and represented by book-entry Certificates. The District and the Trustee may treat and consider the person in whose name each book-entry Certificate is registered in the Certificate register as the absolute Owner of such book-entry Certificate for the purpose of payment of principal, premium and interest evidenced by such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Trustee shall pay all principal, premium, if any, and interest evidenced by the Certificates from funds received by the Trustee for such purposes hereunder or pursuant to the Lease, only to or upon the order of the respective Owner, as shown in the Certificate register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal, premium, if any, and interest evidenced by the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Certificate register, shall receive a Certificate evidencing the obligation to make payments of principal, premium, if any, and interest evidenced by the Certificates. Upon delivery by the Depository to the Owner and the Trustee, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word "Nominee" in this Trust Agreement shall refer to such nominee of the Depository.

B. Delivery of Letter of Representations. In order to qualify the book-entry Certificates for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Certificates other than the Owners, as shown on the Certificate register. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Trust Agreement, as are reasonably necessary to qualify book-entry Certificates for the Depository's book-entry program.

C. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Certificates, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Certificates or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of

a new single, separate, fully registered Certificate for each of the maturity dates of such book-entry Certificates, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection E. hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Certificates shall no longer be restricted to being registered in such Certificate register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Certificates shall designate, in accordance with the provisions of Section 2.08 hereof.

D. Payments to Depository. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Outstanding Certificates are held in book-entry and registered in the name of the Nominee, all payments with respect to principal, prepayment premium, if any, and interest evidenced and represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

E. Transfer of Certificates to Substitute Depository.

(1) The Certificates shall be initially executed and delivered as provided in Section 2.01 hereof. If such Certificates are initially registered in the name of the Nominee, then registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(a) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.13.E ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(b) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(c) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(2) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.13.E, upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee designating the Substitute Depository, a single new Certificate, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Certificates then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.13.E, upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee, new Certificates, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, subject to the limitations of

Section 2.01 hereof, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(3) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(4) The District and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District; and the District and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Certificates. Neither the District nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Certificates.

Section 2.14 Destruction of Cancelled Certificates. Whenever in this Trust Agreement provision is made for the surrender or cancellation by the Trustee and the delivery to the District of any Certificates, the Trustee will cancel and destroy such Certificates in accordance with the Trustee's internal policies.

Section 2.15 Additional Certificates. Subsequent to the execution and delivery by the Trustee of the Certificates, the Trustee shall, with the written consent of the Insurer, upon written request or requests of the District Representative and of the Corporation Representative, execute and deliver from time to time one or more series of Additional Certificates in such aggregate principal amount as may be set forth in such written request or requests, provided that there shall have been compliance with all of the following conditions, which are hereby made conditions precedent to the preparation, execution and delivery of such Additional Certificates:

A. The parties to this Trust Agreement shall have executed a supplemental agreement setting forth the terms and provisions of such Additional Certificates, including the establishment of such funds and accounts, separate and apart from the funds and accounts established hereunder for the Certificates executed and delivered on the Closing Date, as shall be necessary or appropriate, which supplemental agreement shall require that prior to the delivery of such Additional Certificates there shall be on deposit in the Reserve Fund established hereunder or in a reserve fund established under such supplemental agreement an amount equal to the Reserve Requirement upon the execution and delivery of the Additional Certificates;

B. The principal and interest payable with respect to such Additional Certificates and any premium payable upon prepayment of such Additional Certificates shall be payable only on Certificate Payment Dates applicable to the Certificates;

C. The Lease shall have been amended by the parties thereto if necessary to (i) increase or adjust the Lease Payments due and payable on each Lease Payment Deposit

Date to an amount sufficient to pay the principal, premium (if any) and interest payable with respect to all Outstanding Certificates, including all Additional Certificates as and when the same mature or become due and payable (except to the extent such principal, premium and interest may be payable out of moneys then in the Reserve Fund or otherwise on deposit with the Trustee in accordance with this Trust Agreement), (ii) if appropriate, amend the definition of "Property" to include as part of the Property all or any portion of additions, betterments, extensions, improvements or replacements, or such other real or personal property (whether or not located upon the Property as such Property is constituted as of the date of this Trust Agreement), to be financed, acquired or constructed by the preparation, execution and delivery of such Additional Certificates, and (iii) make such other revisions to the Lease as are necessitated by the execution and delivery of such Additional Certificates (provided, however, that such other revisions shall not prejudice the rights of the Owners of Outstanding Certificates as granted them under the terms of this Trust Agreement);

D. The District and the Corporation shall have determined that the Lease Payments to be paid by the District (including those evidenced by the Additional Certificates) do not exceed the fair rental value of the Property pursuant to Section 4.6 of the Lease;

E. There shall have been delivered to the Trustee a counterpart of the amendments required by subsection 2.15(c) hereof;

F. The Trustee shall have received a certificate of the Corporation Representative that there exists on the part of the Corporation no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default);

G. The Trustee shall have received a certificate of the District Representative that (i) there exists on the part of the District no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) and (ii) the Lease Payments as increased or adjusted do not exceed in any year the fair rental value of the Property (as such term is defined in the amended Lease);

H. The Trustee shall have received an opinion of Special Counsel substantially to the effect that (i) said supplemental agreement and said amendments to the Lease comply in all respects with the requirements of this Section 2.15 and Section 10.01 hereof, (ii) said supplemental agreement and said amendments to the Lease have been duly authorized, executed and delivered by each of the respective parties thereto (provided that said opinion of Special Counsel, in rendering the opinions set forth in this clause (ii), shall be entitled to rely upon one or more other opinions of counsel, including counsel to any of the respective parties to said supplemental agreement or said amendments to the Lease) and (iii) assuming that no Event of Default has occurred and is continuing, this Trust Agreement, as amended by said supplemental agreement, and the Lease, as amended by the respective amendments thereto, constitute the legal, valid and binding obligations of the respective parties thereto, enforceable against said parties in accordance with their respective terms (except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, debt adjustment or other laws affecting creditors' rights generally, and except to the extent that enforcement thereof may be limited by general principles of equity, regardless of whether enforcement is sought in a legal or equitable proceeding);

I. The District shall have provided each rating agency then rating the Certificates written notice of the proposed execution and delivery of such Additional Certificates at the addresses indicated in Section 14.05 and shall receive a rating confirmation that the current rating or ratings of the Outstanding Certificates will not be reduced,

withdrawn or suspended as a result of the execution and delivery of such Additional Certificates from each rating agency then rating the Certificates.

J. There shall have been delivered to the Trustee an endorsement to or reissuance of the title insurance policy delivered under Section 5.5 of the Lease providing that the insured amount is at least equal to the aggregate principal amount of all of the Certificates and Additional Certificates outstanding upon the execution and delivery of such Additional Certificates;

K. Upon the execution and delivery of such Additional Certificates, there shall have been delivered to the Trustee cash or a Reserve Facility sufficient to increase the amount on deposit in the Reserve Fund, or a reserve fund established under the supplemental agreement, to the Reserve Requirement (calculated with respect to all Outstanding Certificates and Additional Certificates);

L. Such other conditions shall have been satisfied, and such other instruments shall have been duly executed and delivered to the Trustee (with a copy to each rating agency then rating the Certificates), as the District or the Corporation shall have reasonably requested.

Upon delivery to the Trustee of the foregoing instruments, the Trustee shall cause to be executed and delivered Additional Certificates representing the aggregate principal amount specified in such supplemental agreement, and such Additional Certificates shall be equally and ratably secured with all Certificates, including any Additional Certificates, theretofore prepared, executed and delivered, all without preference, priority or distinction (other than with respect to maturity, payment, prepayment or sinking fund payment (if any)) of any one Certificate, including Additional Certificates, over any other; provided, however, that no provision of this Trust Agreement shall require the District to consent to or otherwise permit the preparation, execution and delivery of Additional Certificates, it being understood and agreed that any such consent or other action of the District to permit the preparation, execution and delivery of Additional Certificates, or lack thereof, shall be in the sole discretion of the District.

Section 2.16 Parity Certificates Subsequent to the execution and delivery by the Trustee of the Certificates, with the written consent of the Insurer, the District may execute and deliver from time to time one or more series of certificates of participation, lease revenue bonds or other indebtedness secured on a parity basis with the Certificates and any Additional Certificates ("Parity Certificates") and evidenced by lease payments ("Parity Lease Payments") to be made under a lease (a "Parity Lease") for the Property, provided that the aggregate principal amount of the Certificates, Additional Certificates and Parity Certificates shall not exceed the fair market value of the Property.

ARTICLE III

PROJECT, DELIVERY COST AND CAPITALIZED INTEREST FUNDS

Section 3.01 Establishment of the Project Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Project Fund," referred to herein as the "Project Fund," shall keep the Project Fund separate and apart from all other funds and moneys held by it, and shall administer such fund as herein provided. The Project Fund shall be held and applied by the Trustee in accordance herewith.

Section 3.02 Purpose. Moneys in the Project Fund shall be expended for Project Costs.

Section 3.03 Deposit of Moneys; Payment of Project Costs.

A. Deposits. There shall be credited to the Project Fund the following amounts: (1) the proceeds of sale of the Series A Certificates required to be deposited therein pursuant to Section 2.07(a) hereof; and (2) all investment earnings on moneys held in the Project Fund, which shall remain in the Project Fund until expended for Project Costs or applied as set forth in Section 3.05 below.

B. Disbursements. The Trustee shall disburse moneys in the Project Fund from time to time to pay Project Costs directly or to reimburse the District for payment of Project Costs, upon receipt by the Trustee of a Project Cost Requisition signed by the District Representative. The Trustee shall be absolutely protected in making any disbursement from the Project Fund in reliance upon a Project Cost Requisition signed by the District Representative. Each such Project Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Notwithstanding the foregoing, upon the occurrence of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed without the Insurer's consent (so long as the Insurer is not in default in its payment obligations under the Insurance Policy), but shall instead be applied to the payment of debt service or redemption of the Certificates.

Section 3.04 Establishment of the Delivery Cost Fund. There is hereby established a separate fund to be known as the "Delivery Cost Fund," which shall be held by the Trustee in trust. The moneys in the Delivery Cost Fund shall be used and withdrawn by the Trustee from time to time to pay the Delivery Costs upon submission of a Delivery Cost Requisition of the District stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Delivery Cost Fund, and (e) that such amounts have not been the subject of a prior Delivery Cost Requisition. On the earlier of (i) June 21, 2018, or (ii) the date of receipt by the Trustee of a Delivery Cost Requisition therefor, all amounts (if any) remaining in the Delivery Cost Fund shall be withdrawn therefrom by the Trustee and transferred to the Project Fund. Thereafter, the Delivery Cost Fund shall be closed. Each such Delivery Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Section 3.05 Transfers of Unexpended Funds. Upon the filing with the Trustee of the Certificate of Completion pursuant to Section 3.3 of the Lease, the Trustee shall withdraw all remaining moneys in the Project Fund (other than any moneys retained therein to pay Project Costs not then due and payable and certified by the District Representative) and shall transfer such moneys to the Lease Payment Fund to be applied towards extraordinary mandatory redemption as set forth in Section 4.03(D) (Extraordinary Mandatory Prepayment – Unexpended Proceeds). The Trustee shall send a notice to the District ____ days prior to the end of the Expenditure Period notifying the District of the end of the Expenditure Period.

Section 3.06 Establishment of Capitalized Interest Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Capitalized Interest Fund," referred to herein as the "Capitalized Interest Fund," shall keep the Capitalized Interest Fund separate and apart from all other funds and moneys held by it, and shall

administer such fund as herein provided. The Capitalized Interest Fund shall be held and applied by the Trustee in accordance herewith.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

Section 4.01 Establishment of Prepayment Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Prepayment Fund," referred to herein as the "Prepayment Fund"; shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as herein provided. Moneys to be used for prepayment of the Certificates shall be deposited into the Prepayment Fund and used solely for the purpose of prepaying the Certificates in advance of their maturity on the date designated for prepayment and, in the case of extraordinary or optional prepayment, upon presentation and surrender of such Certificates to the Trustee.

Section 4.02 Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in Section 6.1(c) of the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to Section 10.2 of the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Section 4.03 Optional and Mandatory Prepayment.

A. Optional Prepayment of Certificates. The Series A Certificates maturing on or before December 1, 2027, are not subject to prepayment prior to their respective stated maturities. Series A Certificates maturing on or after December 1, 2028, are subject to optional prepayment prior to their stated maturities on any date on or after December 1, 2027, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of \$5,000), at the prepayment price of the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

The Series B Certificates are not subject to optional prepayment.

In the event the District gives notice to the Trustee of its intention to exercise such option, but fails to deposit with the Trustee on or prior to the prepayment date an amount equal to the prepayment price, the District will continue to pay the Lease Payments as if no such notice had been given. The Trustee will notify all Series A Certificate Owners that were notified pursuant to Section 4.05 hereof of the District's election to optionally prepay the Series A Certificates that such prepayment will not occur and that the District will continue to pay the Lease Payments as if no notice of optional prepayment had been given.

B. Mandatory Prepayment from Net Proceeds of Insurance or Condemnation. The Certificates are subject to mandatory prepayment, in whole on any Business Day, or in part on any interest Payment Date among maturities on a pro rata basis and by lot within a maturity, from the Net Proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under Section 6.1 of the Lease and Article VI, at a prepayment price equal to 100% of the principal amount to be

prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

C. Extraordinary Optional Prepayment – Extraordinary Event. The Series A Certificates are subject to extraordinary optional prepayment prior to maturity at the option of the District upon the occurrence of an Extraordinary Event (as defined herein) from any source of available funds, as a whole or in part by lot, as designated by the District, on any date at the “Make-Whole Prepayment Price,” which is equal to the greater of (i) 100 percent of the principal amount of the Certificates to be prepaid or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Certificates to be prepaid to the maturity date of such Certificates, based on a 360-day year of 12 months of 30 days each, at the U.S. Treasury Rate (as defined herein) plus 100 basis points, plus accrued interest on the Certificates to be prepaid to the prepayment date. An “Extraordinary Event” will have occurred if the District determines that a material adverse change has occurred or is likely to occur to Tax Code Sections 54A, 54E or 6431, as in effect on the date of issuance of the Certificates, or there is any guidance published by the IRS or the U.S. Treasury with respect to such Sections of the Tax Code or any other determination by the IRS or the U.S. Treasury, which determination is not the result of an act or omission by the District to satisfy the requirements to receive the direct payment subsidy, pursuant to which the direct payment subsidy is eliminated or reduced below the amount of interest payable on the Certificates. The U.S. Treasury Rate means with respect to any prepayment date for a particular Series A Certificate, the yield to maturity as of such prepayment date of U.S. Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) (the “Statistical Release”) that has become publicly available at least two business days prior to the prepayment date, excluding inflation-indexed securities, or, if the Statistical Release is no longer published, any publicly available source of similar market data, most nearly equal to the period from the prepayment date to the maturity date of the Certificates to be prepaid, provided, however that if the period from the prepayment date to the maturity date is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year shall be used.

D. Extraordinary Mandatory Prepayment -- Unexpended Proceeds. In the event and to the extent that the District fails to expend all of the proceeds of the Series A Certificates for qualified renewable energy facilities within the expenditure period as defined in Tax Code Section 54A(d)(2)(B)(ii), the Series A Certificates are subject to extraordinary mandatory prepayment, in whole or in part, on any date that is not more than 90 days following an expenditure period, at a prepayment price equal to 100 percent of the principal amount of the Series A Certificates to be redeemed. The prepayment price of any Series A Certificates to be prepaid is payable solely from the amounts held by Trustee in the Project Fund (as defined herein) at the expiration of the expenditure period.

E. Mandatory Sinking Fund Prepayment of Certificates. The Certificates are subject to mandatory sinking fund prepayment in part, by lot, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium. The principal amount represented by such Certificates to be so prepaid and the date therefor and the principal amount represented by such Certificates to be paid on the principal payment date is as indicated in the following tables:

[to be inserted]

If some but not all of the principal evidenced by the Certificates is prepaid, the principal evidenced by such Certificates to be prepaid pursuant to Mandatory Prepayments on any

subsequent December 1 shall be reduced by the aggregate principal evidenced by such Certificates so prepaid, such reduction to be allocated among prepayment dates in proportion to the amount by which the principal components of the Lease Payments evidenced by such Certificates payable on such prepayment dates are prepaid, in amounts of Authorized Denominations.

Section 4.04 Selection of Certificates for Prepayment. Whenever provision is made in this Trust Agreement for the optional prepayment of Certificates and less than all Outstanding Certificates are called for optional prepayment, the Trustee shall select Certificates for optional prepayment, from among maturities selected by the District and by lot within any maturity. For extraordinary prepayment of the Certificates, pursuant to Section 4.02 hereof, the Trustee shall select Certificates for prepayment pro rata among maturities of all Certificates Outstanding and by lot within any maturity.

The Trustee shall promptly notify the District and the Corporation in writing of the Certificates so selected for prepayment by mailing to the District and the Corporation copies of the notice of prepayment provided for in Section 4.05.

Section 4.05 Notice of Prepayment.

A. Content. When prepayment is authorized or required pursuant to this Article IV, the Trustee shall give notice of the prepayment of the Certificates. Such notice shall specify: (a) the prepayment date; (b) the prepayment price; (c) if less than all of the Outstanding Certificates are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts); (d) the CUSIP numbers of the Certificates to be prepaid; (e) the place or places where the prepayment will be made; (f) the original date of execution and delivery of the Certificates; (g) the rate of interest payable with respect to each Certificate being prepaid; and (h) any other descriptive information regarding the Certificates needed to identify accurately the Certificates being prepaid. Such notice shall further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date, and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Certificates.

Any notice of prepayment for an optional prepayment of the Certificates pursuant to Section 4.03(a) may be conditional, and, if any condition stated in the notice of prepayment shall not have been satisfied on or prior to the prepayment date: (i) the notice of prepayment shall be of no force and effect, (ii) the Trustee shall not be required to prepay such Certificates, (iii) the prepayment shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

B. Recipients; Timing. Notice of such prepayment shall be sent by first class mail or delivery service postage prepaid, or by telecopy, facsimile or electronically, to the Depository on the date of mailing of notice to the Owners by first class mail and by first class mail, postage prepaid, to the Corporation and the respective Owners of any Certificates designated for prepayment at their addresses appearing on the Certificate registration books, at least twenty (20) days, but not more than sixty (60) days, prior to the prepayment date; provided that neither failure to receive such notice nor any defect in any notice so mailed

shall affect the sufficiency of the proceedings for the prepayment of such Certificates. Notwithstanding the foregoing, so long as the Certificates are held in book-entry form by the Depository, notice of prepayment shall be given to the Depository in the manner agreed to by the Depository and the Trustee.

In addition, notice of such prepayment shall also be sent to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system simultaneously with the mailing of notices required by the first paragraph above; provided, that neither failure to provide such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of such Certificates.

Section 4.06 Partial Prepayment of Certificates. Upon surrender by the Owner of a Certificate for partial prepayment at the Principal Office, payment of such partial prepayment of the principal amount of a Certificate will be paid to such Owner. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the registered Owner thereof, at the expense of the District, a new Certificate or Certificates which shall be of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity. Such partial prepayment shall be valid upon payment of the amount thereby required to be paid to such Owner, and the District, the Corporation and the Trustee shall be released and discharged from all liability to the extent of such payment.

Section 4.07 Effect of Notice of Prepayment. Notice having been given to the Owners of the Certificates as aforesaid, and the moneys for the prepayment (including the interest to the applicable date of prepayment), having been set aside in the Prepayment Fund, the Certificates shall become due and payable on said date of prepayment, and, upon presentation and surrender thereof at the Principal Office, said Certificates shall be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof shall have been given as aforesaid, then, from and after said date of prepayment, interest evidenced by the Certificates to be prepaid shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, without liability for interest thereon.

All Certificates paid at maturity or prepaid prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

Section 4.08 Surplus. Any funds remaining in the Prepayment Fund after prepayment and payment of all Certificates Outstanding, including payment of any applicable fees and expenses to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments payable under the Lease or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the Rebate Fund pursuant to Sections 8.07 and 8.08 hereof, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01 Security Provisions.

A. Assignment of Rights in Lease. The Corporation has, pursuant to the Assignment Agreement, assigned and set over to the Trustee certain of its rights in the Lease, including but not limited to all of the Corporation's rights to receive and collect all of the Lease Payments, Prepayments, Reserve Replenishment Rent and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease or pursuant hereto. All Lease Payments, Prepayments, Reserve Replenishment Rent and such other amounts to which the Corporation may at any time be entitled (other than amounts due to the Corporation under Section 4.11 of the Lease) shall be paid directly to the Trustee, and all of such Lease Payments, Prepayments, Reserve Replenishment Rent collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund, all such Prepayments shall be forthwith deposited by the Trustee upon the receipt thereof in the Prepayment Fund, and all such Reserve Replenishment Rent shall be forthwith deposited by the Trustee upon the receipt thereof in the Reserve Fund.

B. Security Interest in Moneys and Funds. The Corporation and the District, as their interests may appear, hereby grant to the Trustee for the benefit of the Owners a lien on and a security interest in all moneys in the funds held by the Trustee under this Trust Agreement (excepting only the Rebate Fund and any moneys to be deposited into the Rebate Fund), including without limitation, the Lease Payment Fund, the Reserve Fund (including the Reserve Policy), the Prepayment Fund and the Net Proceeds Fund, and all such moneys shall be held by the Trustee in trust and applied to the respective purposes specified herein and in the Lease.

C. Pledge of Lease Payments and Proceeds. The Lease Payments and any proceeds from the re-letting or any other disposition of the Property pursuant to Article IX of the Lease (the "Lease Proceeds") are hereby irrevocably pledged to and shall be used for the punctual payment of the interest and principal represented by the Certificates and, except as permitted under Section 2.15 hereof with respect to Additional Certificates, the Lease Payments and Lease Proceeds shall not be used for any other purpose while any of the Certificates remain Outstanding. This pledge shall constitute a first lien on the Lease Payments and Lease Proceeds in accordance with the terms hereof, subject to Section 9.06 hereof.

Section 5.02 Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Lease Payment Fund," referred to herein as the "Lease Payment Fund," and shall establish an Interest Account therein. All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth. The Trustee shall apply amounts deposited to the Interest

Account to the payment of interest with respect to the Certificates coming due [to be completed upon pricing].

Section 5.03 Application of Moneys. Except as provided in this Section 5.03 and in Section 5.04, all amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest evidenced by the Certificates as the same shall become due and payable, in accordance with the provisions of Article II and Article IV hereof, subject to the requirement that certain investment earnings may be transferred to the Rebate Fund, as provided in Section 8.08 hereof. If the District fails to deposit with the Trustee a Lease Payment on the applicable Lease Payment Deposit Date, the Trustee will, within two Business Days after such Lease Payment Deposit Date, notify the Insurer of such failure. The Insurance Policy will be held by the Trustee and will be deemed to be held in the Lease Payment Fund.

On each Certificate Payment Date, the Trustee first shall set aside in the Interest Account an amount sufficient to pay the interest evidenced by the Certificates becoming due and payable on such date, and mail such amount (or wire transfer as provided in this Trust Agreement) to the Owners; and second shall set aside an amount sufficient to pay the principal evidenced by the Certificates becoming due and payable on such Certificate Payment Date.

Section 5.04 Surplus. Any funds remaining in the Lease Payment Fund after payment of: (i) all Certificates Outstanding, including payment of any applicable fees, expenses or other amounts owed to the Trustee pursuant to Sections 9.06 and 9.07 hereof; (ii) a Reserve Replenishment Rent; (iii) any other Additional Payments due under the Lease, or provision made therefor satisfactory to the Trustee; and (iv) provision for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE VI

RESERVE FUND

Section 6.01 Establishment of Reserve Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Reserve Fund," referred to herein as the "Reserve Fund." All moneys at any time on deposit in the Reserve Fund (including the Reserve Policy and any Reserve Facility hereafter provided to satisfy the Reserve Requirement in whole or in part) shall be held in trust for the benefit of the Owners of the Certificates, as a reserve for the payment when due of all the Lease Payments to be paid pursuant to the Lease and of all payments on the Certificates and applied solely as provided herein.

Section 6.02 Funding.

A. Reserve Requirement. On the Closing Date, there shall be deposited in the Reserve Fund the Reserve Policy. The Reserve Requirement may thereafter be satisfied by the District crediting to the Reserve Fund cash, or with notice to S&P, a Reserve Facility or Facilities or any combination thereof, which in the aggregate make funds available in the Reserve Fund in an amount equal to the Reserve Requirement; however, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such Reserve Facility other than the Reserve Policy, must be rated in one of the two highest rating categories by Moody's or S&P, but only at the time of purchase of the Reserve Facility.

The term of any Reserve Facility shall either be equal to the term of the Lease or a rollover of the Reserve Facility or other equivalent replacement shall be required such that the aggregate term of all Reserve Facilities shall equal the term of the Lease.

B. Reserve Facility. Any amounts paid pursuant to the Reserve Policy and any other Reserve Facility shall be deposited in the Reserve Fund, as appropriate. The District may substitute moneys for all or part of the amount available to be drawn under the Reserve Policy and any other Reserve Facility so long as, at the time of such substitution, the amount on deposit in the Reserve Fund, together with the amount available under the Reserve Facilities credited thereto (taking into account any reduction in the amount available under such Reserve Facility to be made in connection with said substitution) shall be at least equal to the Reserve Requirement. The District shall not substitute any Reserve Facility in lieu of all or any portion of the Reserve Policy or moneys on deposit in the Reserve Fund without the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy or the Reserve Policy). Draws under the Reserve Policy may only be used to make payments with respect to Certificates insured by the Insurer. The Reserve Policy shall expire on the earlier of the Date the Certificates are no longer outstanding and the final maturity date of the Certificates.

Amounts on deposit in the Reserve Fund which were not derived from payments under the Reserve Policy or another Reserve Facility credited thereto to satisfy a portion of the Reserve Requirement shall be used and withdrawn by the Trustee prior to using and withdrawing any amounts derived from payments under the Reserve Policy or other Reserve Facility. In order to accomplish such use and withdrawal of such amounts not derived from payments under the Reserve Policy or another Reserve Facility, the Trustee shall, as and to the extent necessary, liquidate any investments purchased with such amounts.

Section 6.03 Transfers of Excess. The Trustee shall, on or before April 15 and October 15 of each year, provide written notice to the District of any moneys which are estimated to be on hand in the Reserve Fund (including investment earnings) in excess of the Reserve Requirement on the next succeeding April 1 or October 1, as the case may be, and one Business Day immediately preceding any Lease Payment Deposit Date, the Trustee shall transfer such excess moneys to the Lease Payment Fund to be applied to the Lease Payment then due from the District. In the event of the partial Prepayment of Lease Payments the District may instruct the Trustee to reduce the amounts on deposit in the Reserve Fund to the Reserve Requirement as of such date and may direct the Trustee to transfer excess amounts from the Reserve Fund for any lawful purpose.

Section 6.04 Application of Reserve Fund in Event of Deficiency in Lease Payment Fund.

A. At least five (5) Business Days immediately preceding any Certificate Payment Date, the Trustee shall ascertain the necessity for a claim under the Reserve Policy or other Reserve Facility in accordance with the terms hereof, and shall provide notice to the Reserve Insurer and the provider of any other Reserve Facility at least five (5) Business Days prior to each date upon which interest or principal is due on the Certificates.

B. Whether or not Lease Payments are then in abatement, if five (5) Business Days immediately preceding any Certificate Payment Date, the moneys available in the Lease Payment Fund do not equal the amount of the principal and interest with respect to the Certificates then coming due and payable, the Trustee first shall apply the moneys available in the Reserve Fund to make delinquent or abated Lease Payments on behalf of the District by transferring the amount necessary for such purpose to the Lease Payment Fund.

All cash and investments in the Reserve Fund shall be transferred to the Lease Payment Fund before any drawing shall be made on the Reserve Policy or any other Reserve Facility. The Trustee shall take whatever action is necessary to liquidate or draw upon investments of funds held in the Reserve Fund or draw upon the Reserve Policy or other Reserve Facility to make such funds available for application as provided hereunder on the Certificate Payment Date.

C. Draws on all Reserve Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. "Available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable Reserve Facilities without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provide to honor any such claim or draw.

D. The District shall repay the Reserve Insurer any draws under the Reserve Policy together with interest thereon at the Late Payment Rate (defined below) as Reserve Replenishment Rent paid by the District pursuant to Section 4.4(d) of the Lease. The District shall also pay all related reasonable expenses incurred by the Reserve Insurer together with interest thereon at the Late Payment Rate as Additional Payments made by the District pursuant to Section 4.11 of the Lease. "Late Payment Rate" means, as calculated by the Reserve Insurer, the lesser of: (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, or (ii) the then applicable highest rate of interest due with respect to the Certificates; or (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Reserve Insurer shall specify.

Repayment of draws under the Reserve Policy and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw. Payment of any Policy Costs and reimbursements of amounts with respect to other Reserve Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund.

Amounts in respect of Policy Costs paid to the Reserve Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Insurer on account of principal drawn on the Reserve Policy, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

If the District shall fail to pay any Policy Costs in accordance with the requirements hereof, the Reserve Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided hereunder, other than remedies which would adversely affect owners of the Certificates. This Agreement and the Lease shall not be discharged or terminated prior to September 1, 2037 until all Policy Costs owing the Reserve Insurer shall have been paid in full. The District's obligation to pay such amounts shall expressly survive payment in full of the Certificates.

Draws under the Reserve Policy may only be used to make payments on Certificates insured under the Policy.

The Reserve Policy shall expire on the earlier of the Date the Certificates are no longer outstanding, or the final maturity date of the Certificates.

Section 6.05 Trustee to Make All Lease Payments. If on any Certificate Payment Date the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal or interest evidenced by the Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal, interest and prepayment premiums (if any), the Trustee shall, upon the written direction of the District Representative, transfer all amounts in the Reserve Fund to the Lease Payment Fund to be applied to the payment of the Lease Payments or Prepayments on behalf of the District and such moneys shall be distributed to the Owners of Certificates in accordance with Article II of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and the Trustee's fees and expenses pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease, or upon provision for such payments as provided in Section 14.01 hereof and provisions for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall at the written direction of the District be withdrawn by the Trustee and paid to the District.

ARTICLE VII

NET PROCEEDS FUND

Section 7.01 Establishment of Net Proceeds Fund; Deposits. The Trustee shall establish when required a special fund designated as the "Capistrano Unified School District Net Proceeds Fund," referred to herein as the "Net Proceeds Fund," to be maintained and held in trust for the benefit of the Owners, subject to disbursement therefrom as provided herein. The Trustee shall deposit Net Proceeds in the Net Proceeds Fund as provided in Section 6.1(a) of the Lease.

Section 7.02 Disbursements.

A. Casualty Insurance. The Trustee shall disburse Net Proceeds for replacement or repair of the Property as provided in Section 6.1(b) of the Lease, or transfer such proceeds to the Prepayment Fund upon notification of the District Representative as provided in Sections 6.1(b) or 6.1(c) of the Lease. Pending such application, such Net Proceeds may be invested by the Trustee as directed by the District in Permitted Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement. Any amounts remaining in the Net Proceeds Fund following the repair or replacement of the Property shall, with the prior written consent of the Insurer, be disbursed to the District. After all of the Certificates have been paid and the entire amount of principal and interest evidenced by the Certificates has been paid in full, or provision made for payment satisfactory to the Trustee, including provision for all amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, the Trustee shall pay any remaining moneys in the Net Proceeds Fund to the District after payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease.

B. Title Insurance. Proceeds of any policy of title insurance received by the Trustee with respect to the Property shall be applied and disbursed by the Trustee upon the Written Request of the District as follows:

(1) If the District determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Property and will not result in an abatement of Lease Payments and Additional Payments payable by the District under the Lease (such determination to be certified by the District in writing), such proceeds shall be remitted to the District and used for any lawful purpose thereof; or

(2) If the District determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Property and will result in an abatement of Lease Payments and Additional Payments payable by the District under the Lease, then the Trustee shall, with the prior consent of the Insurer, immediately deposit such proceeds in the Prepayment Fund and such proceeds shall be applied to the prepayment of Certificates in the manner provided in Section 4.02 hereof.

Section 7.03 Cooperation. The Corporation and the Trustee shall cooperate fully with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any item or portion thereof; provided, however, the Trustee shall not be obligated to take any action hereunder if it is not indemnified to its satisfaction from and against any liability or expense arising therefrom.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section 8.01 Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners and, in the case of the Rebate Fund, for payment as required to the United States Treasury, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee or the District, or any of them.

Section 8.02 Investments Authorized.

A. By Trustee. Subject to the further provisions of this Article VIII, moneys held by the Trustee hereunder shall be invested and reinvested at maturity by the Trustee at the direction of the District pursuant to Section 8.02.B. The Trustee will report any such investments to the District on a monthly basis in its regular statements. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available hereunder based upon information supplied by the District as at, among other things, scheduled completion of the various components of the Project.

Investments purchased with funds on deposit in the Lease Payment Fund and Prepayment Fund shall mature not later than the Certificate Payment Date or prepayment date, as appropriate, immediately succeeding the investment. Notwithstanding anything to the contrary contained herein, investments purchased with funds on deposit in the Reserve Fund should have an average aggregate weighted term to maturity of not greater than five years unless invested in the Permitted Investments described in paragraph (b)(xii) of the definition thereof contained in Section 1.01 pursuant to which funds may be withdrawn, without penalty, to make payments.

B. Upon Direction of District. The District Representative shall direct by facsimile or email such investment in specific Permitted Investments not less than two Business Days prior to the date that such Permitted Investment is to take effect, confirmed by written order filed with the Trustee. In the event that the District Representative does not so direct the Trustee, the Trustee shall invest in the Permitted Investments described in paragraph (b)(vi) of the definition thereof contained in Section 1.01; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written order of the District specifying a specific money market fund and, if no such written order of the District is so received, the Trustee shall hold such moneys uninvested. The Trustee may rely on the investment direction of the District as to the suitability and legality of the directed investments. In making investments, the Trustee may act as principal or agent.

C. Registration. Such investments, if registrable, shall be registered in the name of the Trustee for the benefit of the Owners and held by the Trustee or its nominee.

D. Trustee as Purchaser or Agent. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee or any of its affiliates may act as a sponsor of, or as an advisor to, any provider of Permitted Investments hereunder. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

E. Trustee Standard of Care. The Trustee shall have no liability whatsoever for any loss, fee, tax or other charge incurred in connection with any investment, reinvestment, sale, or liquidation of an investment hereunder, made in accordance with Section 8.05.B. The Trustee shall have no responsibility whatsoever to determine whether any investments made pursuant to this agreement are or continue to be Permitted Investments. Any deposit or investment directed by the District shall constitute a certification by the District to the trustee that the assets so deposited or to be purchased pursuant to such directions are Permitted Investments. In no event shall the Trustee be deemed an investment manager or adviser in respect of any selection of investments hereunder. In the event of a loss on the sale of such investments, the Trustee shall have no responsibility in respect of such loss except that the Trustee shall notify the District of the amount of such loss and the District shall promptly pay such amount to the Trustee to be credited as part of the monies originally invested.

Section 8.03 Disposition of Investments. Any income, profit or loss on the investment of moneys held by the Trustee hereunder shall be credited to the respective fund for which it is held, except as otherwise provided herein.

Section 8.04 Accounting. The Trustee shall furnish to the District, not less than monthly, an accounting (which may be in the form of its regular statements) of all investments made by the Trustee and all funds and amounts held by the Trustee; provided, that the Trustee shall not be obligated to deliver an accounting for any fund or account that (i) has a balance of zero, and (ii) has not had any activity since the last reporting date. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged.

Section 8.05 Valuation and Disposition of Investments.

A. Valuation. Subject to the provisions of Section 8.08 hereof, for the purpose of determining the amount in any fund, all Permitted Investments (except investment agreements) credited to such fund shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts, investments shall be valued by the Trustee (i) as frequently as deemed necessary by the Insurer but not less often than annually nor more often than monthly, and (ii) upon any draw upon the Reserve Fund. In making any such valuations, the Trustee may utilize, and conclusively rely upon such valuation services as may be available to the Trustee (including brokers and dealers in securities), including those within its regular accounting system.

B. Disposition. Subject to the provisions of Section 8.08 hereof, the Trustee shall sell, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited.

Section 8.06 Commingling of Moneys in Funds. The Trustee may, and upon the written request of the District Representative shall, commingle any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee. The District shall ensure that any such commingling complies with Section 1.148-4 of the Treasury Regulations, and shall provide direction to the Trustee accordingly.

Section 8.07 Tax Covenants

A. The District shall assure that the the proceeds of the Series A Certificates which are used to pay Project Costs will be used for a Qualified Renewable Energy Facility Project for purposes in accordance with section 54C(a)(1) of the Code.

B. The District shall maintain its status as a state or local governmental body as required by Section 54C(a)(2) of the Code.

C. The District hereby designates the obligation to make Lease Payments under the Lease with respect to the Series A Certificates as New Clean Renewable Energy Bonds for purposes of section 54C(a)(3) of the Code.

D. The District reasonably expects to expend all of the monies in the Project Fund for a Qualified Renewable Energy Facility Project purpose with respect to the Project within the Expenditure Period. To the extent that less than 100 percent (100%) of the Project Fund has been expended for a Qualified Renewable Energy Facility purpose by the end of the Expenditure Period, all nonqualified bonds (as determined under Section 142 of the Code) shall be redeemed within 90 days of the end of the Expenditure Period all in accordance with the requirements of Section 54A(d)(2)(B) of the Code in the time and manner prescribed by the Code and as required by Section 4.7.

E. The District reasonably expects that, within 6 months of the Closing Date, it will enter into a binding commitment with a third party to spend at least ten percent (10%) of the proceeds of the Series A Certificates for a Qualified Renewable Energy Facility Project purpose with respect to the Project.

F. All proceeds of the Series A Certificates will be spent on capital expenditures with a reasonably expected economic life of one year or more.

G. No proceeds of the Series A Certificates and investment earnings thereon, in an amount in excess of two percent (2%) of the proceeds of the Series A Certificates, will be used to pay costs of issuing of the Series A Certificates. If the fees of the District are retained as a discount on the purchase of the Series A Certificates, such retention shall be deemed to be an expenditure of proceeds of the Series A Certificates for said fees.

H. The District has received an allocation of a portion of the national New Clean Renewable Energy Bond volume cap.

I. The District shall not take, or permit or suffer to be taken by any person or otherwise, any action with respect to the proceeds of the Series A Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of execution and delivery of the Series A Certificates would have caused the Series A Certificates to be "arbitrage bonds" within the meaning of section 148 of the Code as modified by Section 54A(d)(4) of the Code, including the Treasury Regulations with respect thereto.

J. The District shall take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates. For purposes of this paragraph, investments of the proceeds of the Series A Certificates during the Expenditure Period are deemed to comply with the requirements and limitations of Section 148 of the Tax Code.

K. No fund the proceeds of which are pledged to, or are reasonably expected to be used directly or indirectly to pay, the principal or interest with respect to the Series A Certificates or are reserved or otherwise set aside such that there is a reasonable assurance that such amounts will be available to pay the principal or interest components of the Series A Certificates will be funded with respect to the Series A Certificates except as follows: (i) the fund is funded at a rate not more rapid than equal annual installments, (ii) such fund is funded in a manner reasonably expected to result in an amount not greater than an amount necessary to repay the issue, and (iii) the yield on the fund is not greater than the rate determined under 54A(d)(5)(B) of the Code.

L. Except as otherwise provided in the following sentence, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, the Lease Agreement or the Site Lease, or otherwise containing proceeds of this Agreement, the Lease Agreement or the Site Lease shall be acquired, disposed of, and valued (as of the date that valuation is required by a Lease or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) and investments in a reserve fund shall be valued at their present value (within the meaning of section 148 of the Code).

M. The District hereby covenants and agrees to comply with all State of California ("State") and local law requirements governing conflicts of interest as such requirements may relate, directly or indirectly, to the Series A Certificates. The District hereby covenants and agrees to comply with any conflict of interest rules prescribed by the Internal Revenue Service or United States Department of the Treasury governing the appropriate

Member of Congress, Federal, State, and local officials, and their spouses as such rules may apply to the Series A Certificates.

N. The District hereby covenants and agrees to comply with the wage rate requirements of Title 40, Subtitle II, Part A, Chapter 31, Subchapter IV of the United States Code as such requirements relate to the proceeds of the Series A Certificates.

O. The District hereby irrevocably elects to treat the obligation to make Lease Payments under the Lease with respect to the Series A Certificates as "Specified Tax Credit Bonds" within the meaning of Section 6431(f) of the Code such that the District will be eligible to receive direct payment by the federal government of a refundable credit equal to the lesser of the interest payable on the Series A Certificates or 70% of the tax credit rate applicable to the Series A Certificates (the "Subsidy Payments").

P. The District shall take all actions necessary to assure that the obligation to make Lease Payments under the Lease Agreement remains New Clean Renewable Energy Bonds under Section 54C(a) of the Code and specified tax credit bonds eligible for the Subsidy Payments under Section 6431 of the Code. Notwithstanding any provisions of this Section, if the District shall obtain an opinion of nationally recognized bond counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required in order for the Series A Certificates to be treated as specified tax credit bonds under Section 6431(f)(3) of the Code and New Clean Renewable Energy Bonds under Section 54C of the Code, the District may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Q. The District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payment evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the District, that would cause the Lease Payments evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates evidencing Lease Payments are outstanding, the District and the Corporation, with respect to such proceeds and the Project, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect. The District shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Lease Payments evidenced by the Certificates as "governmental bonds."

R. The District and the Corporation (to the extent that the Corporation may have control over the proceeds of the Certificates) shall not make any use of the proceeds of the Certificates or any other funds of the District, or take or omit to take any other action, that would cause the Lease Payments evidenced by the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

S. In furtherance of the foregoing tax covenants of this Section, the District covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Certificates.

Section 8.08 Filing of Forms to Receive Subsidy Payments.

A. General. The District will, within the 30-day period beginning on the date that is 90 days before the next Lease Payment Date, file, or cause to be filed, Form 8038-CP or any successor form designated by the federal government, requesting payment of the Subsidy Payments with respect to the interest component of the next Lease Payment of the Series A Certificates.

ARTICLE IX

THE TRUSTEE

Section 9.01 Appointment of Trustee.

A. Appointment. U.S. Bank National Association, a national banking association organized under the laws of the United States, is hereby appointed Trustee by the Corporation and the District.

B. Qualifications. The Corporation and the District agree that they will maintain a Trustee having an office in New York, New York; San Francisco, California; or Los Angeles, California capable of exercising trust powers in the State of California, with a combined capital (exclusive of borrowed capital) and a surplus of at least Two Hundred-Fifty Million Dollars (\$250,000,000), or be a member of a bank holding company system, which shall have a combined capital and surplus of at least Two Hundred-Fifty Million Dollars (\$250,000,000), and subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding. If such bank, national banking association, corporation or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank, national banking association, corporation or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

C. Removal. The Insurer and, so long as there is no Event of Default, the District (with the prior consent of the Insurer), upon 30 days written notice may remove the Trustee initially appointed, and any successor thereto, and may appoint a successor or successors thereto.

D. Resignation. The Trustee may, upon prior written notice to the District, the Insurer and the Corporation, resign; provided that such resignation shall not take effect until the successor Trustee is appointed as provided in this Section. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee. In the event the District does not name a successor Trustee within thirty (30) days of receipt of notice of the Trustee's resignation, then the Trustee may petition a court of suitable jurisdiction to seek the immediate appointment of a successor Trustee.

E. Successor. Any successor Trustee shall be a bank, association, corporation or trust company meeting the qualifications as set forth in Subsection B above and acceptable to the Insurer. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee shall mail notice thereof to the Owners at their respective addresses set forth on the Certificate registration books maintained pursuant to Section 2.12.

Section 9.02 Merger or Consolidation. Any company or banking association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Trustee shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.03 Protection of the Trustee.

A. Reliance Upon Papers or Documents. The Trustee may conclusively rely and shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, facsimile, request, consent, direction, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may, in the absence of bad faith on its part, accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

B. Reliance Upon Opinions of Counsel. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, Trustee shall be absolutely protected in relying thereon.

C. Reliance Upon Requested Certificates. Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed), in the absence of bad faith on its part, shall be deemed to be conclusively proved and established by the certificate of the District Representative or the Corporation Representative and such certificate shall be full warranty to the Trustee, in the absence of bad faith on its part, for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 9.04 Rights of the Trustee.

A. Ownership of Certificates. The Trustee may become the Owner with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

B. Attorneys, Agents, Receivers. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, receivers or employees, shall not be responsible for the actions or omissions of such attorneys, agents, receivers or employees if appointed by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder; and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof.

C. Funds and Accounts. In addition to the funds and accounts established or required to be established pursuant to this Trust Agreement, the Trustee may establish such additional funds and accounts as it deems necessary or appropriate to perform its duties hereunder.

Section 9.05 Standard of Care. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no duties shall be implied. Upon the occurrence and continuation of an Event of Default (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement and use the same degree of care and skill in their exercise as a prudent person ordinarily would exercise and use under the circumstances in the conduct of their own affairs. The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Trust Agreement except for its own gross negligence or willful misconduct.

Section 9.06 Compensation of the Trustee. As an Additional Payment under Section 4.11 of the Lease, the District shall from time to time on demand, pay to the Trustee reasonable compensation and reimbursement for its services and the services of any accountants, consultants, attorneys and other experts as may be engaged by the Trustee to provide services under this Trust Agreement pursuant to a written agreement between the District and the Trustee. The District's obligation hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates and resignation or removal of the Trustee. Upon an Event of Default, and only upon an Event of Default, the Trustee as set forth in Section 13.03 shall have a first right of payment prior to payment on account of principal of and premium, if any, and interest evidenced by any Certificate, for the foregoing fees, charges and expenses incurred by it. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 9.07 Indemnification of Trustee. The District shall, to the extent permitted by law, indemnify and save the Trustee and its officers, directors, agents, representatives and employees harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property or the Project by the District; (ii) any breach or default on the part of the District in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Property or the Project; (iii) any act of negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property or the Project; (iv) any act of negligence of any assignee of, or purchaser from, the District or of any of its or their agents, contractors, servants, employees or licensees with respect to the Property or the Project; (v) the construction or acquisition of the Project or the expenditure of Project Costs; (vi) the exercise and performance by the Trustee of its powers and duties hereunder or any related document; (vii) the sale of the Certificates and the carrying out of

any of the transactions contemplated by the Certificates or this Agreement; (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made in light of the circumstances in which they were made, not misleading in any official statement or other disclosure document utilized in connection with the sale of the Certificates; or (viii) the acceptance of administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the District, the Corporation, any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder. The indemnification set forth in this Section 9.07 shall extend to the Trustee's officers, directors, agents, representatives, employees, successors and assigns. No indemnification will be made under this Section or elsewhere in this Trust Agreement or other agreements for willful misconduct or negligence by the Trustee, its officers, agents, employees, successors or assigns. The District's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates, or the resignation or removal of the Trustee.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and all persons, including, without limitation, the Owners, Corporation and District, having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein or where the Trustee has breached its standard of care as described in Section 9.05 hereof. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates. In no event shall the Trustee be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Trustee has been advised of the likelihood of such damages or penalty and regardless of the form of action.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Insurer or the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or in the exercise of any right hereunder.

The Trustee is authorized and directed to execute in its capacity as Trustee the Assignment Agreement.

Every provision of this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement relating to the conduct or liability of the Trustee shall be subject to the provisions of this Trust Agreement, including without limitation, this Article IX.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Certificate Owners or the Insurer pursuant to the provisions of this Trust Agreement unless such Certificate Owners or the Insurer shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities, including, without limitation, liabilities arising

under any Environmental Regulation (as defined in the Lease) which may be incurred therein or thereby.

The Trustee shall not to be deemed to have knowledge of any Event of Default hereunder or under the Lease unless the Responsible Officer has received written notice thereof at its Principal Office.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Trust Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding if such directions conflict or are inconsistent with a subsequent written instruction.

The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include, but not be limited to, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 9.08 Trustee's Disclaimer of Warranties. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE TRUSTEE IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE DISTRICT IS LEASING THE PROPERTY AS IS. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of the Lease, the Site Lease, the Assignment Agreement or this Trust Agreement for the existence, furnishing, functioning or District's use and possession of the Property.

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01 Amendments Permitted.

A. With Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time, with notice to any rating agency then rating the Certificates by a supplemental agreement or amendment thereto which shall become effective when the prior written consents of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy) and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall:

(1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy without the prior written consent of the Owner of each Certificate so affected and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy);

(2) reduce the percentage of Owners whose consent is required for the execution of any amendment hereof or supplement hereto without the prior written consent of the Owners of all Certificates then Outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy);

(3) modify any of the rights or obligations of the Trustee without its written assent thereto; or

(4) amend this Section 10.01 without the prior written consent of the Owners of all Certificates then outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy).

The Trustee shall have the right to require such opinions of counsel under this Article X as it deems necessary concerning (i) the lack of material adverse effect of the amendment on Owners, (ii) the amendment not affecting the tax status of the Interest Component evidenced by the Certificates, and (iii) that such amendment is authorized or permitted under the terms of this Trust Agreement (and, if applicable, the Lease) and complies with the provisions of this Article X. Any such supplemental agreement or amendments thereto shall become effective as provided in Section 10.02 hereof.

B. Without Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement or amendments thereto, upon prior written notice to the Insurer, with notice to any rating agency then rating the Certificates but without the consent of any such Owners, but only to the extent permitted by law and only:

(1) to add to the covenants and agreements of the District and the Corporation hereunder;

(2) to cure, correct or supplement any ambiguous or defective provision contained herein or therein;

(3) with regard to matters arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable (which may be based upon opinions as provided in Section 9.03.B), amendments pursuant to this Subsection shall not materially adversely affect the interest of the Owners or the Insurer (unless the Insurer has consented, in writing, to such amendment);

(4) to substitute the Property, or a portion thereof, in accordance with Sections 3.5 and 7.12 of the Lease, with the consent of the Insurer;

(5) to add to the rights of the Trustee;

(6) to maintain the rating or ratings assigned to the Certificates with the consent of the Insurer; or

(8) to provide for the execution and delivery of Additional Certificates or Parity Certificates in accordance with the provisions of Section 2.15 and 2.16, respectively, hereof.

No such modification or amendment, however, shall modify any of the rights or obligations of the Trustee or the Insurer without its written assent thereto. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

The Insurer shall be provided by the District with a full original transcript of all proceedings relating to the amendment of, or supplement to, this Trust Agreement or the Lease pursuant to this Section 10.01.

Section 10.02 Procedure for Amendment with Written Consent of the Owners. This Trust Agreement or the Lease may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners is required pursuant to Section 10.01.A hereof. A copy of such supplemental agreement, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Certificate at his address as set forth in the Certificate registration books maintained pursuant to Section 2.12 hereof, but failure to receive copies of such supplemental agreement and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided. Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and notices shall have been mailed as hereinafter in this Section provided. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consent to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Trustee may obtain and conclusively rely on an opinion of counsel with regard to such matters.

Any amendment under this Section 10.02 requiring the consent of the Owners shall require the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy). The Insurer shall be provided prior written notice of all proposed amendments subject to its approval. All such Notices under this Section shall be sent to the addresses shown in Section 14.05 hereof.

Section 10.03 Disqualified Certificates. Certificates owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; except that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Certificates which the Trustee actually knows to be owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) shall be disregarded unless all Certificates are so owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation, in which case such Certificates shall be considered Outstanding for the purpose of such determination.

The District or the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for in this Article X shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section 10.03 hereof.

Upon request of the Trustee, the District and Corporation shall specify in a certificate to the Trustee those Certificates disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 10.04 Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Lease, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Lease, as the case may be, for any and all purposes.

Section 10.05 Endorsement or Replacement of Certificates Delivered After Amendments. The Trustee may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement, in form approved by the District, as to such action. In that case, upon demand of the Owner of any Outstanding Certificate, at such effective date and presentation of his Certificate for such purpose at the Principal Office, a suitable notation shall be made on such Certificate. The District may determine that new Certificates, so modified as in the opinion of the District are necessary to conform to such Owner's action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Office without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06 Amendatory Endorsement of Certificates. Subject to Section 10.01 hereof, the provisions of this Article X shall not prevent an Owner from accepting any amendment as to the particular Certificates held by him, provided that due notification thereof is made on such Certificates.

Section 10.07 Copies of Amendments Delivered to Rating Agencies. Copies of any modifications or amendments to this Agreement, the Lease, the Site Lease, this Trust Agreement or the Assignment Agreement shall be delivered by the District to each rating agency then rating the Certificates at least 10 days prior to the effective date thereof.

ARTICLE XI

COVENANTS; NOTICES

Section 11.01 Compliance With and Enforcement of the Lease. The District covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease. The Corporation covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the

Lease by the Corporation thereunder. The Corporation and the District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the District, will deliver the same, or a copy thereof, to the Trustee.

Section 11.02 Payment of Taxes. The District shall pay all taxes as provided in Section 7.7(b) of the Lease.

Section 11.03 Observance of Laws and Regulations. The District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, including its right to exist and carry on business as a school district, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04 Prosecution and Defense of Suits. The District shall promptly, and also upon request of the Trustee, the Insurer or any Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Owner harmless from all loss, cost, damage and expense including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.05 District Budgets. In accordance with Section 4.7 of the Lease, the District Representative shall certify to the Trustee on or before September 1 of each year that the District has included all Lease Payments, Additional Payments and Reserve Replenishment Rent due under the Lease in the Fiscal Year covered by its annual budget and the amount so included. If the District fails to certify that it has included all such Lease Payments, Additional Payments and Reserve Replenishment Rent in such annual budget, the Trustee shall promptly provide the District written notice specifying that the District has failed to observe and perform its covenant and agreement in such Section 4.7 and requesting that such failure be remedied within 30 days, or such failure shall constitute an Event of Default under Section 9.1(b) of the Lease. The Trustee shall forward a copy of such notice to the Corporation and the Insurer. Upon receipt of such notice, the District shall notify the Trustee of the proceedings proposed to be taken by the District, and shall keep the Trustee advised of all proceedings thereafter taken by the District.

Section 11.06 Further Assurances. The Corporation and the District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 11.07 Continuing Disclosure. The District hereby covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Trust Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default or an event of default hereunder; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by

court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

Section 11.08 Qualification as a Qualified Renewable Energy Facility Project. The District has received allocation of a portion of the new clean renewable energy bond volume cap in the aggregate amount of \$23,870,000 and documentation with respect to such allocation has been provided for inclusion in the transcript for the Series A Certificates. The District represents that the Project qualifies as a Qualified Renewable Energy Facility Project.

LIMITATION OF LIABILITY

Section 12.01 Limited Liability of the District. Except for the payment of Lease Payments, Additional Payments, Reserve Replenishment Rent and Prepayments when due in accordance with the Lease and the performance of the other covenants and agreements of the District contained herein and in the Lease, the District shall have no obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee.

Section 12.02 No Liability of the District or Corporation for Trustee Performance. Except as expressly provided herein, neither the District nor the Corporation shall have any obligation or liability to any other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 12.03 Limited Liability of Trustee.

A. No Investment Advice. The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment character of the Certificates.

B. Sufficiency of this Trust Agreement or Lease Payments. The Trustee makes no representations as to the validity or sufficiency of the Certificates, shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the sufficiency or enforceability of the Lease, the Site Lease or the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease (except as provided in this Trust Agreement), its right to receive moneys pursuant to said Lease, or the value of or title to the Property.

C. Actions of Corporation and District. The Trustee shall have no obligation or liability to any of the other parties or the Owners with respect to this Trust Agreement or failure or refusal of any other party to perform any covenant or agreement made by any of them under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it hereunder as provided in Section 9.05.

D. Recitals and Agreements of Corporation and District. The recitals of facts, covenants and agreements herein and in the Certificates shall be taken as statements, covenants and agreements of the District or the Corporation (as the case may be), and the Trustee assumes no responsibility for the correctness of the same.

Section 12.04 Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed

to give any person other than the District, the Corporation, the Trustee and the Owners, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee and the Owners.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01 Assignment of Rights. The parties hereto acknowledge that pursuant to the Assignment Agreement the Corporation has transferred, assigned and set over to the Trustee for the benefit of the Owners, certain of the Corporation's rights under the Lease.

Section 13.02 Events of Default.

A. Remedies. If an Event of Default shall happen, then, and in each and every such case during the continuance of such Event of Default, the Trustee may exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein or in the Lease to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE MATURITIES OF THE CERTIFICATES OR OTHERWISE TO DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE; provided further that so long as the Insurer shall not be in default in its payment obligations under the Insurance Policy, the Insurer, acting alone, shall control and direct all remedies upon an Event of Default. Section 9.2 of the Lease is hereby incorporated by reference.

B. Actual Knowledge. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until the Responsible Officer shall have received written notice thereof at its Principal Office.

C. Action on Default. If an Event of Default (within the meaning of Article IX of the Lease) shall happen, then such Event of Default shall constitute an Event of Default hereunder. The Trustee may give notice, as assignee of the Corporation, of an Event of Default under the Lease or hereunder to the District, and shall do so if directed to do so by the Insurer or, with the consent of the Insurer and the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding. In each and every case during the continuance of an Event of Default, subject to Section 9.07, the Trustee (a) may, with the prior written consent of the Insurer, at the direction of the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding, and (b) upon being indemnified to its satisfaction, shall, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, at the direction of the Insurer, upon notice in writing to the District and the Corporation, exercise any of the remedies granted to the Corporation under the Lease and, in addition, with the written consent or at the written direction of, the Insurer, take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee pursuant to the Assignment Agreement or to protect and enforce any of the rights vested in the Trustee or the Owners by this Trust Agreement or by the Certificates, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the actions and/or remedies set forth in Section 13.04 hereof.

Section 13.03 Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or of Article IX of the Lease, and any funds then held by the Trustee, shall be deposited into the Lease Payment Fund and be applied by the Trustee after payment of all amounts due and payable under Section 9.06 and 9.07 hereof and Section 4.11 of the Lease in the following order upon presentation of the several Certificates, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid -

First, Costs and Expenses: to the payment of the costs, fees and expenses of the Trustee and then of the Owners in declaring such Event of Default and in performing its duties under the Trust Agreement, Lease and Assignment Agreement, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installment, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced by any Certificates which shall have become due, whether at maturity or by call for prepayment, in the order of their due dates, with interest on the overdue principal and interest at a rate equal to the rate paid with respect to the Certificates and, if the amount available shall not be sufficient to pay in full all the amounts due evidenced by the Certificates on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

Fourth, Insurer: to the extent not included in clauses First, Second or Third above, to the payment of all amounts then due to the Insurer, as certified in writing to the Trustee.

Section 13.04 Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee shall, at the direction of the Insurer, or may, with the prior written consent of the Insurer, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, proceed to protect or enforce its rights or the rights of the Owners by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or in the Lease, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder; provided that such written request shall not be otherwise than in accordance with provisions of law and this Trust Agreement and that the Trustee shall have the right to decline to follow any such written request if the Trustee shall be advised by counsel that the action or proceeding so requested may not be taken lawfully or if the Trustee in good faith shall determine that the action or proceeding so requested would be unjustly prejudicial to the Certificate Owners not a party to such written request or expose the Trustee to liability.

Section 13.05 Non-Waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates shall affect or impair the obligation of the District to pay or prepay the Lease Payments as provided in the Lease. So long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Trustee shall not waive

any default or breach of duty or contract hereunder without the prior written consent of the Insurer. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee or to the Owners may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

Section 13.06 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07 Power of Trustee to Control Proceedings. Subject to the Insurer's right to control all remedies in the Event of a Default, in the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Insurer, or the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interest of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Outstanding Certificates hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Certificates or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 13.08 Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default under the Lease; (b) such Owner shall have obtained the Insurer's consent to such institution or appointment, so long as the Insurer is not in default in its payment obligations under the Insurance Policy; (c) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (e) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (f) there shall have been a default in the payment of such Owner's proportionate interest in the Lease Payments as the same become due.

Such notification, request, tender of indemnity, refusal or omission, and default are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this

Agreement, except in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Defeasance.

A. Methods. If and when any Outstanding Certificates shall be paid and discharged in any one or more of the following ways -

(1) Payment or Prepayment: by well and truly paying or causing to be paid the principal, interest and prepayment premiums (if any) with respect to such Certificates Outstanding, as and when the same become due and payable;

(2) Cash: if prior to maturity and having given at least forty (40) days prior written notice of prepayment (unless a shorter notice shall be acceptable to the Trustee) and depositing with the Trustee, in trust, an amount of cash which (together with cash then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon, in the event of payment or provision for payment of all Outstanding Certificates) is sufficient to pay such Certificates Outstanding, including all principal and interest and premium, if any; or

(3) Defeasance Securities: by irrevocably depositing with the Trustee, in trust, Defeasance Securities together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon (and, in the event of payment or provision for payment of all Outstanding Certificates, moneys then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon), be fully sufficient to pay and discharge such Certificates (including all principal and interest represented thereby and prepayment premiums if any) at or before their maturity date;

and all other amounts due hereunder have been paid in full, then, notwithstanding that any Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the District with respect to such Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited pursuant to paragraphs 2 and 3 of this Section, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs 2 and 3 of this Section, the Certificates shall continue to represent direct and proportionate interests of the Owners thereof in Lease Payments under the Lease.

B. Surplus Moneys. Any funds held by the Trustee, at the time of payment or provision for payment of all Outstanding Certificates pursuant to the one of the procedures described in paragraphs A.1 through A.3 of this Section, which are not required for the payment to be made to Owners, shall be paid over to the District, after the payment of any

amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof, any amounts due and owing to the Insurer, and any other Additional Payments due under the Lease.

C. Surviving Provisions. Notwithstanding the satisfaction and discharge hereof, the Trustee shall retain such rights, powers and privileges under Section 9.06 and 9.07 hereof and hereunder as may be necessary or convenient for the payment of the principal, interest and prepayment premium, if any, on the Certificates and for the registration, transfer and exchange of the Certificates.

D. Opinions and Reports. Prior to any defeasance becoming effective under this Section, (A) all amounts currently due to the Insurer under the Insurance Policy and Reserve Policy shall have been paid in full, and (B) the District shall cause to be delivered at least five Business Days prior to any defeasance becoming effective (i) an executed copy of a report, addressed to the Trustee, the District and the Insurer, in form and substance acceptable to the Trustee, the District and the Insurer of a nationally recognized firm of certified public accountants, verifying that the Defeasance Securities and cash, if any, satisfy the requirements of Section 14.01.A above (a "Verification Report"); (ii) a copy of the escrow deposit agreement entered into in connection with such defeasance, which escrow deposit agreement shall be in form and substance acceptable to the Insurer; and (iii) a copy of an opinion of Special Counsel, dated the date of such defeasance and addressed to the Trustee, the District and the Insurer, in form and substance acceptable to the Trustee, the District and the Insurer, to the effect that such Certificates are no longer Outstanding under the Trust Agreement.

Notwithstanding the foregoing, if the defeasance is effected by means of a cash deposit only, the escrow deposit agreement referenced in Section D.(B)(ii), above, shall not be necessary to effect such defeasance, though the other requirements of Section D, above, shall still apply.

Furthermore, the escrow deposit agreement referenced in Section D.(B)(ii) above shall provide that any substitution of Defeasance Securities following execution and delivery of such escrow deposit agreement shall require delivery of a Verification Report and the prior written consent of the Insurer, which consent will not be unreasonably withheld.

The District will not exercise any optional prepayment of Certificates secured by an escrow deposit agreement referenced in Section D.(B)(ii) above or any other prepayment other than mandatory sinking fund prepayment unless (i) the right to make such prepayment has been expressly reserved in the escrow deposit agreement and such reservation has been disclosed in detail in the official statement for the Certificates, and (ii) as a condition to any such prepayment there shall be provided to the Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of the Insurer and shall be accompanied by such opinions of counsel as may be required by the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

E. Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Trust Agreement and the Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Corporation in accordance with this Trust Agreement. This Trust Agreement shall not be

discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Section 14.02 Non-Presentment of Certificates. In the event any Certificate shall not be presented for payment when the principal with respect thereto becomes due, either at maturity, or at the date fixed for prepayment thereof, if moneys sufficient to pay such Certificate shall have been deposited in the Prepayment Fund or Lease Payment Fund, as applicable, all liability of the District to the Owner thereof for payment of such Certificate shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Trust Agreement or on, or with respect to, said Certificate.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Certificates within two (2) years after the date on which the same shall have become due shall be paid by the Trustee to the District (without liability for interest), free from the trusts created by this Trust Agreement. In addition, Trustee shall be indemnified from and against any and all liabilities to third parties resulting from its actions under this Section. Thereafter, Owners shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid by the Trustee. The District shall not be liable for any interest on the sums paid to it pursuant to this section and shall not be regarded as a trustee or trustees of such money.

Section 14.03 Acquisition of Certificates by District. All Certificates acquired by the District, whether by purchase, gift or otherwise, shall be surrendered by the District to the Trustee for cancellation.

Section 14.04 Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed by it under this Trust Agreement, which shall be available for inspection by the District, the Corporation and any Owner, or the agent of any of them, at any time during regular business hours upon reasonable prior notice.

Section 14.05 Notices. Except as specifically provided otherwise in this Trust Agreement, all written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party(ies) in writing from time to time. Notice shall be deemed to have been received upon actual receipt after deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attention: Deputy Superintendent, Business and Support
Services

If to the Corporation: Capistrano Unified School District School Facilities
Corporation
C/O Capistrano Unified School District
33122 Valle Road 92675
San Juan Capistrano, California
Attention: President

If to the Trustee: U.S. Bank National Association
Westside Flats
60 Livingston Avenue
[St. Paul, Minnesota 55107
Attention: Corporate Trust]

If to the Insurer: _____

In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL."

If to S&P: Standard & Poor's Rating Services
One California Street
San Francisco, California 94111
Attention: _____

Section 14.06 Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 14.07 Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Corporation, the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.08 Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 14.09 Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.10 Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.11 Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

Section 14.12 Payment on Business Day. In any case where the date of the payment of interest on or of principal (and premium, if any) of the Certificates or the date fixed for prepayment is other than a Business Day, the payment of interest or principal need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 14.13 Provisions Relating to Certificate Insurance. Notwithstanding anything to the contrary herein:

A. Any notice and other information that is required to be given by the District to any Owners, Information Services, or Securities Depositories or under its Continuing Disclosure Certificate shall be given to the Insurer.

B. Notwithstanding any other provision herein, in determining whether the rights of the Owners will be adversely affected by an action taken pursuant to the terms and provisions hereof, the effect on the Owners shall be considered as if there were no Insurance Policy.

C. The Insurer shall be deemed to be the holder of all of the Certificates for purposes of:

(1) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default (as defined in the Lease), and

(2) granting any consent, direction or approval or taking any action permitted by or required hereunder, as the case may be, to be granted or taken by the Owners of the Certificates.

D. Any provision herein expressly recognizing or granting rights in and to the Insurer may not be amended in any manner that affects the rights of the Insurer without the prior written consent of the Insurer.

E. Whenever the consent of the Owners is required pursuant to the provisions herein, the Insurer's consent shall also be required.

F. Any reorganization or liquidation plan with respect to the District must be acceptable to the Insurer. In the event of any reorganization or liquidation, the Insurer shall have the right to vote on behalf of all Owners who hold Certificates guaranteed by the Insurer (so long as the Insurer is not in default of its obligations under the Policy).

G. Provisions for Insurer Default. If an Insurer Default shall occur and be continuing, then, notwithstanding anything above to the contrary, (1) if at any time prior to or following an Insurer Default, the Insurer has made payment under the Policy, to the extent of such payment the Insurer shall be treated like any other holder of the Certificates for all purposes, including giving of consents, and (2) if the Insurer has not made any payment under the Policy, the Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Insurer makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the Insurer has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) the Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution

H. Payment Procedures Under the Insurance Policy.

In the event that principal and or interest due on the Certificates shall be paid by the Insurer pursuant to the Policy, the Certificates shall remain outstanding for all purposes, not be defeased otherwise satisfied and not be considered paid by the District, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the District to the registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Certificates.

In the event that on the second (2nd) business day prior to any payment date on the Certificates, Trustee has not received sufficient moneys to pay all principal of and interest on the Certificates due on such payment date, Trustee shall immediately notify the Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

In addition, if the Trustee has notice that any holder of the Certificates has been required to disgorge payments of principal of or interest on the Certificates pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify the Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Insurer.

The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for Owners of the Certificates as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Certificates, the Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such Owners of the Certificates in any legal proceeding related to the payment and assignment to the Insurer of the claims for interest on the Certificates, (ii) receive as designee of the respective Owners (and not as Paying Agent) in accordance with the tenor of the Policy payment from the Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective Owners;

(2) If there is a deficiency in amounts required to pay principal of the Certificates, the Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney in-fact for such holder of the Certificates in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the Certificates surrendered to the Insurer, (ii) receive as designee of the respective Owners (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the Insurer, and (iii) disburse the same to such Owners.

The Trustee shall designate any portion of payment of principal on Certificates paid by the Insurer, whether by virtue of mandatory sinking fund prepayment, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Insurer, registered in the name of Cede & Co., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable by the Corporation on any Certificate or the subrogation rights of the Insurer.

Irrespective of whether any such assignment is executed and delivered, the District and the Trustee agree for the benefit of the Insurer:

(1) They recognize that to the extent the Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest with respect to the Certificates, the Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the District, with interest thereon, as provided in and solely from the Lease Payments and Additional Lease Payments, as applicable, under the Lease and the Certificates; and

(2) They will accordingly pay to the Insurer the amount of such principal and interest, with interest thereon as provided in the Lease and the Certificates, but only from the Lease Payments and Additional Payments, as applicable, due and payable under the Lease, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

(a) The Insurer shall, to the extent it makes any payment of principal of or interest evidenced by the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy. Each obligation of the District to the Insurer under this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement (each, a "Related Document") shall survive discharge or termination of such Related Document.

I. Additional Payments. The District agrees unconditionally that it will pay or reimburse the Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Insurer may pay or incur, including, but not limited to, fees and expenses of the Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Site Lease, the Lease or this Trust Agreement ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Insurer spent in connection with the actions described in the preceding sentence. The District agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Insurer until the date the Insurer is paid in full.

(1) Notwithstanding anything herein to the contrary, the District agrees to pay to the Insurer (i) from Lease Payments due under the Lease a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) as Additional Payments due under Section 4.11 of the Lease, interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the funds on deposit with the Trustee and payable from such funds on a parity with interest and principal due on the Certificates.

J. The Insurer shall be entitled to pay principal or interest evidenced by the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment or a claim upon the Insurance Policy.

K. The rights granted to the Insurer under this Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

Section 14.14 Information to be Provided to the Insurer. The District or the Trustee shall furnish to the Insurer the following, as the case may be:

A. Annual audited financial statements of the District within 180 days after the end of the District's fiscal year (together with a certification of the District that it is not aware of any default or Event of Default under the Trust Agreement or the Lease), and the District's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

B. Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Certificates;

C. Notice of any default actually known to the Trustee or District within five Business Days after knowledge thereof;

D. Notice of the resignation or removal or name change of the Trustee and the Registrar for the Certificates and the appointment of, and acceptance of duties by, any successor thereto;

E. Notice of the commencement of any proceeding by or against the Corporation or the District commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

F. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest evidenced by, the Certificates;

G. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

H. All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

Section 14.15 Interested Parties.

A. The Insurer as Third Party Beneficiary. The Insurer is hereby deemed a third party beneficiary of this Trust Agreement.

B. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give grant to any person or entity, other than the District, the Trustee, the Insurer and the Owners of the Certificates, any right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee, the Insurer and the registered owners of the Certificates.

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

By: _____
Martha McNicholas, President

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Kirsten Vital, Superintendent

EXHIBIT A

FORM OF SERIES A CERTIFICATE OF PARTICIPATION

R-___

\$_____

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE TRUST AGREEMENT) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATE OF PARTICIPATION (NEW CLEAN RENEWABLE ENERGY BOND)
(SERIES A – DIRECT SUBSIDY)**

Evidencing the Fractional Interest of the Owner Hereof
In Lease Payments to be Made by
CAPISTRANO UNIFIED SCHOOL DISTRICT
As rental for a certain property
Pursuant to a Lease Agreement with the
CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a fractional and undivided interest in the right to receive certain Lease Payments and Prepayments thereof under and as defined in that certain Lease Agreement, dated as of December 1, 2017 (the "Lease"), by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws and Constitution of the State of California (the "District"), which Lease Payments and Prepayments and certain other rights and interests

under the Lease have been assigned to U.S. Bank National Association, as trustee (the "Trustee") under a Trust Agreement, dated as of December 1, 2017 (the "Trust Agreement"), by and among the Trustee, the Corporation and the District, having a corporate trust office in St. Paul, Minnesota.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date specified above, the Principal Amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive on _____, 201____, and semiannually thereafter on June 1 and December 1 of each year (the "Payment Dates") until payment in full of the Principal Amount, the Registered Owner's portion of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates; provided that interest with respect hereto shall be payable from the Payment Date next preceding the date of execution of this Certificate (unless: (i) this Certificate is executed on a Payment Date in which event it should be payable from the date thereof; (ii) this Certificate is executed after the close of business on the fifteenth day of the month preceding a Payment Date (the "Record Date") and prior to the following Payment Date, in which event interest shall be payable from such Payment Date; or (iii) it is executed on or prior to _____, 2018 in which event interest evidenced thereby shall be payable from the Dated Date specified above; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates). The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate at the Principal Office. The amounts representing interest are payable by check mailed by the Trustee on each Payment Date by first class mail to the Registered Owner hereof as of the Record Date preceding the Payment Date at the Registered Owner's address as it appears on the registration books of the Trustee. Interest evidenced by any Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of \$1,000,000 or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number on file with the Trustee as of the Record Date.

This Certificate is one of the \$_____ aggregate principal amount of 2017 Certificates of Participation (New Clean Renewable Energy Bond) (Series A-Direct Subsidy) (the "Certificates") which have been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The District is authorized to enter into the Lease and the Trust Agreement under the Constitution and laws of the State of California. Reference is hereby made to the Lease and the Trust Agreement (copies of which are on file at the Principal Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease, to all of the provisions of which Lease and Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated to pay Lease Payments from any source of legally available funds, and the District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any

form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any Constitutional or statutory debt limitation or restriction. The District's obligation to pay Lease Payments may be completely or partially abated during any period in which, by reason of material damage, destruction, title defect, or taking by eminent domain or condemnation there is substantial interference with the use and right of possession by the District of the Property. Failure of the District to pay Lease Payments during any such period shall not constitute a default under the Lease, the Trust Agreement or this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding, and may be amended, without the consent of the Owners under certain circumstances, but in no event such that the interests of the Owners of the Certificates are adversely affected. No such modification or amendment shall: (i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy, without the express consent of the Owner of such Certificate and the Insurer as and to the extent described in the Trust Agreement; or (ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement; (iii) modify any of the rights or obligations of the Trustee without its written assent thereto; or (iv) amend the section of the Trust Agreement dealing with permitted amendments thereof without the prior written consent of the Owners of all Certificates and the Insurer as and to the extent described in the Trust Agreement.

This Certificate is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, at the Principal Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of an authorized denomination or denominations, for the same aggregate principal amount, maturity and interest rate, will be delivered to the transferee. This Certificate also may be exchanged for a like aggregate principal amount of Certificates of other authorized denominations as prescribed in the Trust Agreement. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee shall not be required to transfer any Certificate selected for prepayment or be required to transfer any Certificate during the period in which the Trustee is selecting Certificates for prepayment.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any day, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Optional Prepayment. The Certificates maturing on or after December 1, 2028, are subject to optional prepayment prior to their stated maturities on any date on or after December 1, 2027, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of \$5,000), at the prepayment price of the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Extraordinary Mandatory Prepayment -- Unexpended Proceeds. In the event and to the extent that the District fails to expend all of the proceeds of the Series A Certificates for qualified renewable energy facilities within the expenditure period as defined in Tax Code Section 54A(d)(2)(B)(ii), the Series A Certificates are subject to extraordinary mandatory prepayment, in whole or in part, on any date that is not more than 90 days following an expenditure period, at a prepayment price equal to 100 percent of the principal amount of the Series A Certificates to be redeemed. The prepayment price of any Series A Certificates to be prepaid is payable solely from the amounts held by Trustee in the Project Fund (as defined in the Trust Agreement) at the expiration of the expenditure period.

As provided in the Trust Agreement, notice of optional or extraordinary prepayment shall be mailed by first class mail, not less than 30 nor more than 60 days before the prepayment date, to the Owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment. Any notice of prepayment for an optional prepayment may be conditional as described in the Trust Agreement. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The District has certified that all acts, conditions and things required by the laws of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

Terms used herein which are not otherwise defined shall have the respective meanings assigned thereto in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owner of this Certificate to make payments of principal or interest evidenced by this Certificate except from Lease Payments paid to the Trustee and from the various funds and accounts established under the Trust Agreement. The Trust Agreement provides that the recitals of facts, covenants and agreements in this Certificate shall be taken as statements, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by U.S. Bank, as Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____

U.S. BANK NATIONAL ASSOCIATION, Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(print or typewrite name, address, including postal zip code,
and social security or other identifying number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and
appoints

to transfer the within Certificate on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

FORM OF SERIES B CERTIFICATE OF PARTICIPATION

R-___

\$_____

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE TRUST AGREEMENT) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATE OF PARTICIPATION (SERIES B – TAXABLE)**

Evidencing the Fractional Interest of the Owner Hereof
In Lease Payments to be Made by
CAPISTRANO UNIFIED SCHOOL DISTRICT
As rental for a certain property
Pursuant to a Lease Agreement with the
CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a fractional and undivided interest in the right to receive certain Lease Payments and Prepayments thereof under and as defined in that certain Lease Agreement, dated as of December 1, 2017 (the "Lease"), by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws and Constitution of the State of California (the "District"), which Lease Payments and Prepayments and certain other rights and interests under the Lease have been assigned to U.S. Bank National Association, as trustee (the "Trustee") under a Trust Agreement, dated as of December 1, 2017 (the "Trust Agreement"),

by and among the Trustee, the Corporation and the District, having a corporate trust office in St. Paul, Minnesota.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date specified above, the Principal Amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive on _____, 201____, and semiannually thereafter on June 1 and December 1 of each year (the "Payment Dates") until payment in full of the Principal Amount, the Registered Owner's portion of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates; provided that interest with respect hereto shall be payable from the Payment Date next preceding the date of execution of this Certificate (unless: (i) this Certificate is executed on a Payment Date in which event it should be payable from the date thereof; (ii) this Certificate is executed after the close of business on the fifteenth day of the month preceding a Payment Date (the "Record Date") and prior to the following Payment Date, in which event interest shall be payable from such Payment Date; or (iii) it is executed on or prior to _____, 2018 in which event interest evidenced thereby shall be payable from the Dated Date specified above; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates). The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate at the Principal Office. The amounts representing interest are payable by check mailed by the Trustee on each Payment Date by first class mail to the Registered Owner hereof as of the Record Date preceding the Payment Date at the Registered Owner's address as it appears on the registration books of the Trustee. Interest evidenced by any Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of \$1,000,000 or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number on file with the Trustee as of the Record Date.

This Certificate is one of the \$_____ aggregate principal amount of 2017 Certificates of Participation (Series B - Taxable) (the "Certificates") which have been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The District is authorized to enter into the Lease and the Trust Agreement under the Constitution and laws of the State of California. Reference is hereby made to the Lease and the Trust Agreement (copies of which are on file at the Principal Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease, to all of the provisions of which Lease and Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated to pay Lease Payments from any source of legally available funds, and the District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any Constitutional

or statutory debt limitation or restriction. The District's obligation to pay Lease Payments may be completely or partially abated during any period in which, by reason of material damage, destruction, title defect, or taking by eminent domain or condemnation there is substantial interference with the use and right of possession by the District of the Property. Failure of the District to pay Lease Payments during any such period shall not constitute a default under the Lease, the Trust Agreement or this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding, and may be amended, without the consent of the Owners under certain circumstances, but in no event such that the interests of the Owners of the Certificates are adversely affected. No such modification or amendment shall: (i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy, without the express consent of the Owner of such Certificate and the Insurer as and to the extent described in the Trust Agreement; or (ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement; (iii) modify any of the rights or obligations of the Trustee without its written assent thereto; or (iv) amend the section of the Trust Agreement dealing with permitted amendments thereof without the prior written consent of the Owners of all Certificates and the Insurer as and to the extent described in the Trust Agreement.

This Certificate is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, at the Principal Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of an authorized denomination or denominations, for the same aggregate principal amount, maturity and interest rate, will be delivered to the transferee. This Certificate also may be exchanged for a like aggregate principal amount of Certificates of other authorized denominations as prescribed in the Trust Agreement. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee shall not be required to transfer any Certificate selected for prepayment or be required to transfer any Certificate during the period in which the Trustee is selecting Certificates for prepayment.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any day, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Optional Prepayment. The Series B Certificates are not subject to optional prepayment.

As provided in the Trust Agreement, notice of extraordinary prepayment shall be mailed by first class mail, not less than 30 nor more than 60 days before the prepayment date, to the Owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment. Any notice of prepayment for an optional prepayment may be conditional as described in the Trust Agreement. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The District has certified that all acts, conditions and things required by the laws of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

Terms used herein which are not otherwise defined shall have the respective meanings assigned thereto in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owner of this Certificate to make payments of principal or interest evidenced by this Certificate except from Lease Payments paid to the Trustee and from the various funds and accounts established under the Trust Agreement. The Trust Agreement provides that the recitals of facts, covenants and agreements in this Certificate shall be taken as statements, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by U.S. Bank, as Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____ U.S. BANK NATIONAL ASSOCIATION, Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(print or typewrite name, address, including postal zip code,
and social security or other identifying number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B-1

FORM OF WRITTEN DELIVERY COST REQUISITION

U.S. Bank
Westside Flats
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: _____

RE: Disbursement from the Delivery Cost Fund pursuant to Section 3.04 of the Trust Agreement related to the Capistrano Unified School District 2017 Certificates of Participation, dated as of December 1, 2017 (the "Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (the "District").

REQUISITION NO. _____

You are hereby instructed to pay to the District, or to _____ at _____ \$_____ as a Delivery Cost from the Delivery Cost Fund as provided in Section 3.04 of the Trust Agreement. This Delivery Cost has been properly incurred, is a proper charge against the Delivery Cost Fund and has not been the basis of any previous disbursements.

The amount remaining in the Delivery Cost Fund, together with interest earnings on the Delivery Cost Fund plus investment earnings will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Delivery Costs as presently estimated.

Very truly yours,

[form only; no signature required] _____
District Representative

EXHIBIT B-2

FORM OF WRITTEN PROJECT COST REQUISITION

U.S. Bank National Association
Westside Flats
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: _____

RE: Disbursement from the Project Fund pursuant to Section 3.03 of the Trust Agreement related to the Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds)(Series A – Direct Subsidy), dated as of December 1, 2017 (the "Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (the "District")

REQUISITION NO. _____

You are hereby instructed to pay to the District, or to the payee(s) listed in Exhibit A hereto, the amount(s) set forth in Exhibit A as a Project Cost from the Project Fund as provided in Section 3.03 of the Agreement. This Project Cost has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursements.

Very truly yours,

[form only; no signature required] _____
District Representative

<u>Payee</u>	<u>Description</u>	<u>Amount</u>

RECORDING REQUESTED BY:
Capistrano Unified School District

AND WHEN RECORDED MAIL TO:
Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, California 94111
Attn: Jocelyn Pietsch, Esq.

[Space above for Recorder's use.]

This document is recorded for the benefit of the Capistrano Unified School District and recording is fee-exempt under § 27383 of the Government Code.

ASSIGNMENT AGREEMENT

by and between

CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Dated as of December 1, 2017

Relating to

\$

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is executed and entered into as of December 1, 2017 by the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California, including without limitation, Sections 5110 *et seq.* of the Corporations Code of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States, as trustee under the Trust Agreement (defined below) (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Corporation and the Capistrano Unified School District, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), have executed and entered into a Site Lease (the "Site Lease") and a Lease Agreement (the "Lease"), each dated as of the date hereof and recorded concurrently herewith, whereby respectively, the District has agreed to lease certain real property of the District and improvements thereon described in Exhibit A to the Site Lease and in Exhibit A hereto (the "Property"), to the Corporation and the Corporation has agreed to lease back such Property to the District, as provided in the Lease; and

WHEREAS, under and pursuant to the Lease, the District is obligated to make Lease Payments, as defined therein, to the Corporation for the lease of the Property; and

WHEREAS, the Corporation desires to assign to the Trustee irrevocably and absolutely, without recourse, all its rights to receive the Lease Payments scheduled to be paid by the District under and pursuant to the Lease to the Trustee and certain of its other rights under the Lease as described herein; and

WHEREAS, the Corporation desires to assign to the Trustee irrevocably and absolutely, without recourse, all of its rights to, under and pursuant to the Site Lease to the Trustee; and

WHEREAS, in consideration of such irrevocable and absolute assignment and the execution and entering into of a Trust Agreement (the "Trust Agreement") to be executed and entered into as of the date hereof, by and among the Trustee, the Corporation and the District, the Trustee has agreed to execute and deliver certificates of participation designated as (a) _____ and (b) _____ (collectively, the "Certificates") in an aggregate principal amount equal to the aggregate principal components of such Lease Payments; and

WHEREAS, the Corporation has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement (the "Assignment Agreement") do exist, have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly authorized to execute and enter into the Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment.

(a) Site Lease. The Corporation hereby irrevocably and absolutely transfers, assigns and sets over to the Trustee, for the benefit of the Owners (as defined in the Trust Agreement) of the Certificates and any Additional Certificates executed and delivered under the Trust Agreement, all of the Corporation's rights, title, and interest, but none of its obligations, under the Site Lease.

(b) Lease. The Corporation hereby irrevocably and absolutely transfers, assigns and sets over to the Trustee, for the benefit of the Owners of the Certificates and any Additional Certificates, all of the Corporation's rights, title and interest under the Lease (excepting only the Corporation's rights under Sections 2.1(e), 4.11 and 9.4 of the Lease, and the Corporation's rights to give consents and approvals prior to an event of default under the Lease), including, without limitation, (1) the right to receive and collect all of the Lease Payments, Prepayments, and Reserve Replenishment Rent (as such terms are defined in the Trust Agreement) from the District under the Lease, (2) the right to receive and collect any proceeds of any insurance maintained under the Lease, or any condemnation award rendered with respect to the Property, or of any lease or sale of the Property in the event of a default by the District under the Lease, (3) the right to take all actions and give all consents under Section 9.2 (regarding defaults) of the Lease, (4) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments, Prepayments, and Reserve Replenishment Rent and any other amounts required to be deposited in the Lease Payment Fund, the Prepayment Fund, the Reserve Fund or the Net Proceeds Fund established under the Trust Agreement, or (ii) otherwise to protect the interests of the Corporation in the event of a default by the District under the Lease, and (5) the right of the Corporation to be paid its fees and expenses for repossessing and/or re-leasing the Property upon events of default under the Lease, as provided in Section 9.2 (a) and (b) of the Lease.

(c) Assignment for Owners of Certificates and Additional Certificates. All rights assigned by the Corporation shall be administered by the Trustee as assignee thereof according to the provisions of the Trust Agreement and for the equal and proportionate benefits of the Owners of the Certificates and any Additional Certificates.

Section 2. Acceptance. The Trustee hereby accepts the foregoing assignment for the benefit of the Owners of the Certificates and any Additional Certificates, subject to the conditions and terms of the Trust Agreement, and all such Lease Payments, Prepayments, Reserve Replenishment Rent and other amounts assigned hereunder shall be applied and all such rights so assigned shall be exercised by the Trustee under and pursuant to the Trust Agreement.

Section 3. Conditions. This Assignment Agreement shall confer no rights and shall impose no obligations upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee does not warrant the accuracy of the recitals hereto. The Trustee shall not be responsible for any representations, covenants or warranties of the Corporation. The assignment hereunder is to the Trustee solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity. The Trustee is not responsible for

any representations, warranties or covenants made by the Corporation under the Lease or the Site Lease.

Section 4. No Other Claims. The Corporation hereby represents and warrants that there are no present and outstanding claims on Lease Payments or any other moneys assigned by the Corporation to the Trustee hereunder.

Section 5. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

By: _____
Martha McNicholas, President

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

Accepted by:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Linda Verstuyft, Vice President

EXHIBIT A

DESCRIPTION OF THE PROPERTY

**THAT REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:**

\$ _____
**Capistrano Unified School District
2017 Certificates of Participation
(New Clean Renewable Energy Bonds)
(Series A - Direct Subsidy)**

\$ _____
**Capistrano Unified School District
2017 Certificates of Participation
(Series B – Taxable)**

CERTIFICATE PURCHASE AGREEMENT

December __, 2017

Members of the Board of Trustees
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Ladies and Gentlemen:

The undersigned, (the "Underwriter"), acting on its own behalf and not as the District's (as defined herein) fiduciary or agent, hereby offers to enter into this Certificate Purchase Agreement (the "Purchase Agreement") with the Capistrano Unified School District (the "District") for the purchase by the Underwriter of the \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the "Series A Certificates") and \$_____ 2017 Certificates of Participation (Series B – Taxable) (the "Series B Certificates" and together with the Series A Certificates, the "Certificates"). Upon acceptance of this offer by the District, this Purchase Agreement will be binding upon the District and the Underwriter. The offer made hereby is made subject to acceptance by the District (by delivery to the Underwriter of an executed counterpart hereof by the District) at or before 11:59 p.m., California time, on the date hereof or at such later time and date as shall have been consented to by the Underwriter.

The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2017 (the "Trust Agreement"), among the District, Capistrano Unified School District School Facilities Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"). All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

1. Purchase and Purchase Price; Terms of Certificates. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter (acting as principal and independent contractor and not as advisor or fiduciary) hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the Certificates. The Certificates shall bear interest at the rates with the yields, shall mature in the years and shall be subject to prepayment as shown on Exhibit C hereto, which is incorporated herein by this reference. The Underwriter shall purchase the Certificates at a price of \$_____ (consisting of the aggregate principal amount of the Certificates of \$_____ plus original issue premium of \$_____ and less an Underwriter's discount of \$_____).

The District acknowledges and agrees that:

(a) the purchase and sale of the Certificates under this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter;

(b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a municipal advisor (as defined in Section 15B(e)(4) of the Securities Exchange Act of 1934, as amended) or as the agent or fiduciary of the District;

(c) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to: (i) the offering of the Certificates or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters); or (ii) any other obligation to the District except the obligations expressly set forth in this Purchase Agreement; and

(d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

The Certificates shall be dated the date of their delivery, shall evidence principal on the dates and shall evidence interest at the rates set forth in Exhibit C hereto. The Certificates shall be substantially as described in the Official Statement (defined herein), and shall be executed, delivered and secured under and pursuant to, and shall be payable and subject to prepayment as provided in, the Trust Agreement.

The District hereby ratifies, confirms and approves the use by the Underwriter of the Preliminary Official Statement of the District, dated _____, 2017, relating to the Certificates (the "Preliminary Official Statement"), which Preliminary Official Statement the District deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The District hereby agrees to deliver or cause to be delivered to the Underwriter within seven business days of the date hereof copies of the final Official Statement (the "Official Statement"), substantially in the form of the Preliminary Official Statement with only such changes as shall be approved by the Underwriter, dated the date hereof, and in such reasonable quantity as the Underwriter shall request. The District hereby approves of the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Certificates. The District will undertake, pursuant to the Trust Agreement and the Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of such undertaking is set forth in the Official Statement.

The District hereby further authorizes the Underwriter to use, in connection with the offer and sale of Certificates, the following documents: the Trust Agreement, the Lease Agreement by and between the District and the Corporation (the "Lease Agreement"), the Site Lease by and between the District and the Corporation (the "Site Lease"), the Assignment Agreement by and between the Corporation and the Trustee (the "Assignment Agreement"), and the Continuing Disclosure Certificate relating to the Certificates (the "Continuing Disclosure Certificate," and collectively with the Trust Agreement, the Lease Agreement, the Site Lease and the Assignment Agreement, the "Certificate Documents").

The proceeds of the Series A Certificates will be used to pay all or a portion of the cost of financing various solar photovoltaic projects of the District at certain District Facilities. Pursuant to the Trust Agreement, the District will designate the obligation to make Lease Payments under the Lease with respect to the Series A Certificates as New Clean Renewable Energy Bonds for purposes of section 54C(a)(3) of the Code. The Series A Certificates shall be eligible for applicable subsidy payments under Section 6431 of the Code and shall be purchased at the price set forth in Exhibit C attached hereto.

The proceeds of the Series B Certificates will be used to pay for a portion of the costs of the execution and delivery of the Certificates.

2. Good Faith Deposit. The Underwriter shall wire two hundred sixty thousand dollars (\$260,000) to the District's account within two (2) business days hereof as security for the performance by the Underwriter of its obligation to accept and pay for the Certificates at the Closing Date (defined below). If the Underwriter complies with that obligation, the good faith deposit shall be credited toward the payment of the purchase price of the Certificates by the Underwriter at the Closing Date. If the District fails to deliver the Certificates at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of the Certificates as set forth in this Purchase Agreement, or if the obligation of the Underwriter with respect to the Certificates shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder, except that the amount of the good faith deposit shall immediately be paid to the Underwriter and the respective obligations of the District and the Underwriter for the payment of expenses, as provided in Section 8 (Fees and Expenses), shall continue in full force and effect. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Certificates at the Closing as herein provided, the amount of the good faith deposit shall be retained by the District as full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that District's actual damages may be greater or may be less than the amount of the good faith deposit. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter. Any interest or other income from the investment of the good faith deposit by the District shall belong to the District.

3. Issue Price Determination. [To come]

4. Closing; Certificates. At 9:00 a.m. California Time, on December ____, 2017, or at such other time or on such earlier or later date as the Underwriter and the District mutually agree upon (the "Closing Date"), the District will, subject to the terms and conditions hereof, deliver or cause the Certificates to be delivered through the facilities of The Depository Trust Company ("DTC"), duly executed in accordance with the provisions of the Trust Agreement. Subject to the terms and conditions hereof, upon receipt of proof of such delivery to DTC, the Underwriter will pay the purchase price of the Certificates as set forth in Section 1 hereof in federal or other immediately available funds. The Certificates shall be delivered as aforesaid at the offices of DTC in New York, New York, or at such other place as the Underwriter and the District mutually agree upon. On the Closing Date, the District will deliver or cause to be delivered the other documents mentioned herein at the offices of Dannis Woliver Kelley ("Special Counsel"), San Diego, California, or at such other place as shall have been mutually agreed upon by the Underwriter and the District.

The Certificates (bearing CUSIP numbers) shall be in fully registered form, initially registered in the name of Cede & Co., as nominee of DTC, and shall be subject to a book-entry system of registration and transfer as described in the Official Statement. The Certificates shall be made available to the Underwriter for purposes of inspection at least one business day prior to the Closing Date.

5. Covenants, Representations and Warranties of the District. The District hereby covenants, represents and warrants to the Underwriter that:

(a) The District is a school district and political subdivision duly organized and validly existing under the constitution and laws of the State of California. The District has all necessary power and authority and has taken all official actions necessary to execute and deliver the Official Statement and to execute, deliver and perform its duties under this Purchase Agreement and each of the Certificate Documents to which it is a party, and this Purchase Agreement and each of the Certificate Documents to which the District is a party has been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion.

(b) The District is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its governmental or financial functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the District is a party or to which the District or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of this Purchase Agreement, the Certificate Documents to which the District is a party and the Certificates, and compliance with the provisions hereof and thereof, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the District (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided or permitted by the Certificates or the Certificate Documents.

(c) There is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the District required for the execution and delivery of this Purchase Agreement or the Certificate Documents to which the District is a party, or the execution and sale of the Certificates or the consummation by the District of the transactions contemplated herein, in the Official Statement, this Purchase Agreement or in the Certificate Documents, which has not been duly obtained or made on or prior to the date hereof.

(d) There is no action, suit, legislation, proceeding, hearing, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the District, threatened against the District which

affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, this Purchase Agreement or the Certificate Documents to which the District is a party, or contesting the validity of this Purchase Agreement, the Certificates or any of the Certificate Documents to which the District is party or the powers of the District to enter into or perform its obligations under this Purchase Agreement or the Certificate Documents to which it is a party or the existence or powers of the District, or which, if determined adversely to the District, would materially impair the District's ability to meet its obligations under the Lease Agreement or materially and adversely affect the District's financial condition or in any manner contesting the qualification of the Series A Certificates as New Clean Renewable Energy Bonds for purposes of section 54C(a)(3) of the Code.

(e) To the best knowledge of the District, the delivery of the Certificates, and the execution, delivery and performance of this Purchase Agreement and the Certificate Documents to which the District is a party, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under the State Constitution or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) The preparation and distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the District. As of the date thereof and at all times subsequent thereto up to the Closing Date, the statements and information contained in the Preliminary Official Statement and the Official Statement (except for statements and information regarding DTC or its book-entry only system), are true and correct in all material respects and such statements and information do not contain any untrue or misleading statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page, inside cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than seven (7) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Certificates. The District shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriter no later than one (1) business day prior to the Closing to enable the Underwriter to comply with MSRB Rule G-32.

(h) During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the

Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare, at its own expense, and furnish to the Underwriter such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Purchase Agreement, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retains an unsold balance of the Certificates; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

(i) The proceeds from the sale of the Certificates will be applied in the manner and for the purposes specified in the Trust Agreement.

(j) Any certificate signed by any official of the District and delivered in connection with the transactions contemplated by the Official Statement and this Purchase Agreement shall be deemed to be a representation by the District to the Underwriter and Special Counsel as to the statements made therein.

(k) The District has complied with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), as applicable with respect to the Certificates.

(l) The District acknowledges that its payment obligations under the Lease Agreement shall not be affected by the federal government's payment of the subsidy payments made available to the District under Section 6431 of the Code, and that the District does not currently owe or have any liability to the federal government which could offset the District's claim to the subsidy payments under Section 6431 of the Code.

(m) That (i) neither the District nor any person under its control or direction will make any use of the proceeds of the Lease Agreement (or amounts deemed to be proceeds under the Code) in any manner that would cause (the Lease Agreement to (A) be an "arbitrage bond" within the meaning of Section 148 of the Code or (B) not be a "new clean renewable energy bond" within the meaning of Section 54C of the Code; (ii) the District will cause the calculation and payment of any amount required to be rebated to the United States Treasury pursuant to the Code; and (iii) the District will file (or cause to be filed) such documents and forms prescribed by the Internal Revenue Service to claim the subsidy payments made available pursuant to Section 6431 of the Code.

(n) The District has complied with all of the requirements of Section 17150.1(a) of the California Education Code, compliance with which is required for the lawful execution and delivery of the Certificates, this Purchase Agreement and the Certificate Documents to which it is a party.

(o) Between the date of this Purchase Agreement and the Closing Date, the District will not, without the prior written consent of the Underwriter, and except as

disclosed in the Official Statement, offer or issue any certificates, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by a lien on the District's general fund.

(p) Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature in such financial position, results of operation or condition, financial or otherwise, of the District. The District is not a party to any litigation or other proceeding pending, or, to its knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

(q) Except as described in the Official Statement, within the last five years the District has not failed to comply in all material respects with any prior continuing disclosure obligations entered into pursuant to Rule 15c2-12, and for such years the District is currently in compliance with such prior continuing disclosure obligations.

(r) The financial statements of, and other financial information regarding the District, in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(s) The District agrees to cooperate with the Underwriter in endeavoring to qualify the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign corporation in connection with any such qualification in any jurisdiction and that the Underwriter shall be solely responsible for the cost of such qualification.

6. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as the underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Certificates, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

7. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter under this Purchase Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the District of its obligations and agreements to be performed hereunder and, to the accuracy of and compliance with the respective representations, warranties, covenants and agreements on the part of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the District and other officials of the District, the Corporation and the Trustee made in any certificates or other documents furnished pursuant to the

provisions hereof or the Certificate Documents, and to the performance by the District, the Corporation and the Trustee of their respective obligations to be performed hereunder and under the Certificate Documents at or prior to the Closing Date. The obligations of the Underwriter hereunder are also subject, in the discretion of the Underwriter to the following additional conditions:

(a) At the Closing Date, the Certificates, the Certificate Documents and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriter with only such changes as shall have been agreed to by the Underwriter, and said documents shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, and there shall have been taken in connection therewith, with the execution and delivery of the Certificates and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as Special Counsel shall deem to be necessary and appropriate;

(b) The representations and warranties of the District contained in this Purchase Agreement shall be true, correct and complete in all material respects on the date hereof and on the Closing Date, as if made again on the Closing Date, and the Official Statement (as the same may be supplemented or amended with the written approval of the Underwriter) shall be true, correct and complete in all material respects and such information shall not contain any untrue statement of fact or omit to state any fact required to be stated therein or necessary to make the statements therein relating to the District, in light of the circumstances under which such statements were made, not misleading;

(c) Between the date hereof and the Closing Date, neither the market price nor marketability, or the ability of the Underwriter to enforce contracts for the sale of the Certificates, at the initial offering prices set forth in the Official Statement, of the Certificates shall have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, with the purpose or effect, directly or indirectly (except as described in the Official Statement), or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the SEC, or any other governmental entity having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national or international emergency, calamity, outbreak or escalation of hostility relating to the effective operation of the government or of the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(4) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental entity, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental entity having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the execution, delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as then in effect;

(6) the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District;

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(8) the intended review, suspension, withdrawal, downgrading, or negative change in credit watch status by a national rating agency of any underlying rating of the District's outstanding indebtedness; or

(9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment or of supplement to the Official Statement.

(d) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Official Statement and each Certificate Document, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(2) An unqualified approving opinion, dated the Closing Date and addressed to the District, of Dannis Woliver Kelley, San Diego, California, Special Counsel, in substantially the form attached to the Official Statement as Appendix ____, and a letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as of such opinion were addressed to it;

(3) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Special Counsel, substantially to the effect that (i) this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other parties thereto, are legal, valid and

binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium and other laws affecting the enforcement of creditors' rights, by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California, (ii) the distribution of the Preliminary Official Statement and the Official Statement by the Underwriter has been duly authorized by the District, (iii) the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, and amended, and (iii) the statements contained in the Official Statement under the captions ["THE CERTIFICATES", "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" "CONTINUING DISCLOSURE," "TAX MATTERS" and "APPENDIX ___ - PROPOSED FORM OF OPINION OF SPECIAL COUNSEL"] insofar as such statements expressly purport to summarize certain provisions of the Certificates, the Certificate Documents and the form and content of Special Counsel's approving opinion concerning the Certificates, are accurate in all material respects (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, any information about DTC or its book-entry only system, information concerning the [Insurer, the Insurance Policy, or Appendices B, D, F, and G] to the Official Statement, as to which such counsel need express no opinion or view);

(4) An opinion of counsel to the District, in substantially the form of Exhibit A attached hereto, dated the Closing Date and addressed to the District, the Underwriter and the Trustee;

(5) An opinion of counsel to the Corporation, in substantially the form of Exhibit B attached hereto, dated the Closing Date, addressed to the Corporation, the District, the Underwriter and the Trustee, in form and substance satisfactory to the Underwriter;

(6) An opinion of counsel to the Trustee, dated the Closing Date, addressed to the District and the Underwriter, to the effect that (i) the Trustee is a duly organized and validly existing national banking association in good standing under the laws of the United States and has full power and authority to undertake the trust of the Trust Agreement, (ii) the Trustee has duly authorized, executed and delivered the Trust Agreement, and the Assignment and by all proper corporate action has authorized the acceptance of the trust of the Trust Agreement, (iii) the Trust Agreement, and the Assignment Agreement constitute legally valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with their terms, (iv) the Certificates have been validly executed and delivered by the Trustee and are entitled to the benefits of the Trust Agreement to the extent legally enforceable in accordance with their terms, (v) no authorization, approval, consent, or other order of any governmental authority or agency having jurisdiction over the Trustee is required for the valid authorization, execution, delivery and performance by the Trustee of the Trust Agreement, and the Assignment Agreement, and (vi) the execution and delivery of the Trust Agreement, and the Assignment Agreement and compliance by the Trustee with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Trustee a breach or default under any agreement or other instrument to which the Trustee is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware

after reasonable investigation) or any existing law, regulation, court order or consent decree to which the Trustee is subject;

(7) A certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Trust Agreement, and the Assignment Agreement relating to the Certificates and to execute and deliver the Certificates to the Underwriter pursuant to the Trust Agreement, (ii) when delivered to and paid for by the Underwriter on the Closing Date, the Certificates will have been duly executed and delivered by the Trustee, (iii) the execution and delivery of the Trust Agreement, and the Assignment Agreement and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Trust Agreement under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trust Agreement, and (iv) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or, to the best knowledge of the Trustee, threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Trust Agreement, or the Assignment Agreement or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trust Agreement, or the Assignment Agreement or the ability of the Trustee to perform its obligations thereunder;

(8) A certificate of the District, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the representations and warranties of the District contained in the Purchase Agreement and in the Certificate Documents to which the District is a party are true and correct in all material respects as of the Closing Date as if made on the Closing Date, (ii) neither this Purchase Agreement nor the Certificate Documents to which the District is a party have been amended, modified or rescinded and are in full force and effect as of the Closing Date, and that the District has complied with the terms of this Purchase Agreement and the Certificate Documents to which the District is a party to be complied with to the Closing Date and has satisfied all conditions on its part to be satisfied to the Closing Date under the Certificate Documents to which the District is a party; (iii) there is no legislation, litigation, action, suit, proceeding, inquiry, hearing or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the District, threatened against the District which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificate or any of the Certificate Documents to which the District is a party, or contesting the validity of the Certificates, this Purchase Agreement, or any of the Certificate Documents to

which the District is a party or the powers of the District to enter into or perform its obligations under the Certificate Documents to which the District is a party, or the existence or powers of the District, or which, if adversely determined, will exceed the scope of limits of applicable insurance coverage of the District or could materially adversely affect the financial condition of the District or its ability to perform its obligations under the Certificate Documents to which the District is a party; (iv) such officials of the District have reviewed Official Statement and on such basis certify that the Preliminary Official Statement, as of its dates, and the Official Statement, as of its date and as of the date hereof, do not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (v) since the date of the most recent financial statements of the District, no material adverse change has occurred in the status of the business, operations or conditions (financial or otherwise) of the District or its ability to perform its obligations under this Purchase Agreement or the Certificate Documents to which the District is a party;

(9) A certificate of the Corporation, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California, (ii) the Corporation has all necessary power and authority and has taken all official actions necessary to execute, deliver and perform its duties under each of the Certificate Documents to which it is a party, and each of the Certificate Documents to which the Corporation is a party has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion, (iii) the Corporation is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the Corporation is a party or to which the Corporation or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of the Certificate Documents to which the Corporation is a party, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Certificate Documents to which the Corporation is a party, (iv) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the Corporation required for the execution and delivery of the Certificate Documents to which the Corporation is a party, or the consummation by the Corporation of the transactions contemplated in the Official Statement or in the

Certificate Documents to which the Corporation is a party, which has not been duly obtained or made on or prior to the date hereof, (v) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the Corporation, threatened against the Corporation which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates or any of the Certificate Documents to which the Corporation is a party, or contesting the validity of the Certificates or any of the Certificate Documents or the powers of the Corporation to enter into or perform its obligations under the Certificate Documents to which it is a party or the existence or powers of the Corporation, and (vi) no event affecting the Corporation has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information regarding the Corporation contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein regarding the Corporation not misleading in any material respect;

(10) A certified copy of the Resolution and minutes of the Governing Board of the District authorizing the execution and delivery of the Certificate Documents to which the District is a party and other matters pertaining thereto;

(11) A certified copy of the resolution adopted by the governing board of the Corporation authorizing the execution and delivery of the Certificate Documents to which the Corporation is a party and other matters pertaining thereto;

(12) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of the Certificate Documents to which the Trustee is a party;

(13) Evidence that any ratings described in the Official Statement are in full force and effect as of the Closing Date;

(14) Form 8038-TC;

(15) A tax certificate of the District relating to the Certificates in form and substance acceptable to Special Counsel;

(16) Evidence of arrangements for the issuance of a binder for an CLTA or an ALTA title insurance policy or policies (with western regional exceptions) providing the title insurance required by the Lease Agreement, in form and substance acceptable to the Underwriter;

(17) An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix ___ thereto;

(18) [The Insurance Policy insuring the payment of principal of and interest on the Certificates and the Reserve Policy for deposit into a debt service reserve fund established for the Certificates, both from the Insurer; and

(i) a certificate of the Insurer dated the date of Closing in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the Insurance Policy and the Reserve Policy; and

(ii) an opinion of counsel to the Insurer, dated the date of Closing and addressed to the District and the Underwriter, to the effect that the Insurance Policy is the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms, and the disclosure regarding the Insurer and the Insurance Policy in the Official Statement under the applicable captions and the specimen Insurance Policy included as an appendix to the Official Statement accurately reflect and fairly present the information purported to be shown therein.]

(19) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request to evidence compliance by the Trustee, the Corporation and the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Trustee, the Corporation and the District, and the due performance or satisfaction by the Trustee, the Corporation and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Trustee, the Corporation and the District.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the District and the Underwriter shall have any further obligations hereunder.

8. Fees and Expenses. Except as provided in the following paragraph, the District shall pay all costs and expenses incurred in connection with or relating to the execution and sale of the Certificates, including but not limited to: (a) all fees and expenses of Special Counsel; (b) all expenses and costs of the District incident to the performance of its obligations hereunder and in connection with the authorization, execution, registration and sale of the Certificates to the Underwriter; (c) the costs of printing and distributing the Preliminary Official Statement and the Official Statement; (d) the fees and expenses of the Trustee and its counsel; (e) fees of the rating agencies that are rating the Certificates; (f) fees and expenses associated with obtaining title insurance, (g) [the premiums for the Insurance Policy and the Reserve Policy;] (h) the fees of Government Financial Strategies inc., acting as the District's financial advisor in connection with the issuance and sale of the Certificates; and (i) all other fees and expenses incident to the sale and delivery of the Certificates. The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the execution and delivery of the Certificates.

The Underwriter shall pay any advertising expenses incurred in connection with the public offering of the Certificates, CUSIP fees, California Debt and Investment Advisory Commission and other regulatory bond fees, except as provided in the preceding paragraph, and all other expenses incurred by the Underwriter in connection with the public offering and sale of the Certificates, including the fees of counsel to the Underwriter, if any.

Notwithstanding Section 8 hereof, the District hereby agrees, in the event the purchase and sale of the Certificates does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Section 8 above that are attributable to District personnel.

9. Notices. All notices, certificates and other communications provided for hereunder shall be in writing and, if to the District, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attention: Deputy Superintendent, Business and Support Services

and if to the Underwriter, mailed, certified, return receipt requested, or delivered to it, addressed to them care of the following:

[UNDERWRITER]
Attention:

or such other address as shall be designated by any such party in a written notice to each of the other parties.

10. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of the Certificates hereunder.

11. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

12. Severability. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. Effectiveness. This Purchase Agreement shall become effective upon its execution by duly authorized officers of the Underwriter and the District and shall be valid and enforceable from and after the time of such execution.

[Remainder of this Page Intentionally Left Blank]

14. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[UNDERWRITER]

By: _____
Authorized Officer

The foregoing is hereby agreed to and accepted at
____ p.m. California Time this ____ day of December, 2017:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Deputy Superintendent, Business and Support Services

EXHIBIT A
FORM OF OPINION
OF COUNSEL TO THE DISTRICT

December __, 2017

Ladies and Gentlemen:

We have acted as counsel to the Capistrano Unified School District (the "District") in connection with the execution and delivery of \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the "Series A Certificates") and \$_____ 2017 Certificates of Participation (Series B - Taxable) (the "Series B Certificates" and together with the Series A Certificates, the "Certificates").

In connection with rendering this opinion, we have examined documents, obtained certificates and undertaken other actions as we have determined necessary, including but not limited to the following: a Lease Agreement, dated as of December 1, 2017 (the "Lease"), by and between the District and the Capistrano Unified School District School Facilities Corporation (the "Corporation"); a Site Lease, dated as of December 1, 2017 (the "Site Lease"), by and between the District and the Corporation; a Trust Agreement, dated as of December 1, 2017 (the "Trust Agreement"), by and among U.S. Bank National Association, as trustee (the "Trustee"), the Corporation and the District; a Continuing Disclosure Certificate, dated December __, 2017 (the "Continuing Disclosure Certificate"); a Certificate Purchase Agreement, dated December __, 2017 (the "Purchase Agreement"), by and between the District and _____, as underwriter (the "Underwriter"), a Resolution adopted by the Board of Trustees of the District on November 8, 2017 (the "Resolution"); an Official Statement, dated December __, 2017 (the "Official Statement"), which describes, among other things, the Certificates and the District; the Certificates; and the certificates and certifications of the District, the Trustee, the Corporation and others as to certain factual matters and such other documents and matters to the extent we deemed necessary to render the opinions set forth herein.

Based on and subject to the foregoing, and in reliance thereon, and without any independent investigation, as of the date hereof, we are of the opinion that:

1. The District is a school district and political subdivision duly organized and validly existing under the Constitution and laws of the State of California with full legal right, power and authority to execute, deliver and perform all of its obligations under the Purchase Agreement, the Trust Agreement, the Lease Agreement, the Site Lease and the Continuing Disclosure Certificate (collectively, the "District Documents"), and to participate in the transactions contemplated by the District Documents and Official Statement.

2. The Resolution was duly adopted at a meeting of the Board of Trustees of the District, at which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the Resolution is in full force has not been modified, amended or rescinded.

3. The District Documents have been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights, to the

application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California;

4. To the best of our knowledge, without independent investigation, and in sole reliance on a certificate of the District to such effect, and except as disclosed in the Preliminary Official Statement and Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the District, which would materially adversely impact the District's ability to complete the transactions described in and contemplated by the Official Statement or in any way contesting or affecting the validity of the District Documents; and

5. To the best of our knowledge, without independent investigation, and in sole reliance on a certificate of the District to such effect, no authorization, approval, consent, or other order of any court or governmental body is required for the valid authorization, execution and delivery of the District Documents and the approval of the Official Statement or the consummation by the District of the transactions contemplated in the Certificate Purchase Agreement and in the Official Statement, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Certificates by the Underwriter.

Respectfully submitted,

EXHIBIT B
FORM OF OPINION
OF COUNSEL TO THE CORPORATION

December __ , 2017

Ladies and Gentlemen:

We have acted as counsel to the Capistrano Unified School District School Facilities Corporation (the "Corporation") in connection with the execution and delivery of \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the "Series A Certificates") and \$_____ 2017 Certificates of Participation (Series B - Taxable) (the "Series B Certificates" and together with the Series A Certificates, the "Certificates"). As such, we have examined (i) the Constitution and laws of the State of California, (ii) the Articles of Incorporation and Bylaws of the Corporation, (iii) the Lease, the Trust Agreement, the Assignment Agreement and the Site Lease, each as defined or referenced below or in the Trust Agreement, and (iv) a certified record of the proceedings of the Directors of the Corporation.

The Certificates evidence the fractional interests of the owners thereof in lease payments (the "Lease Payments") to be made by the Capistrano Unified School District (the "District") as rental for a certain facility and the premises thereunder pursuant to that certain Lease Agreement, dated as of December 1, 2017 (the "Lease"), by and between the District and the Corporation. The Certificates have been executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2017 (the "Trust Agreement"), by and among the Corporation, the District and U.S. Bank National Association, as trustee (the "Trustee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Trust Agreement.

In rendering this opinion we have relied on representations and certificates of the Corporation, the District and various public officials as to matters of fact without independent investigation.

Based upon the foregoing and our review of such other information, documents and matters of law as we consider necessary, we are of the opinion that:

1. The Corporation is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California;

2. The Corporation has full corporate power and authority to enter into the Lease, the Site Lease (the "Site Lease"), dated as of December 1, 2017, by and between the District and the Corporation, the Assignment Agreement (the "Assignment Agreement"), dated as of December 1, 2017, by and between the Trustee and the Corporation, and the Trust Agreement.

3. The Lease, the Site Lease, the Assignment Agreement and the Trust Agreement have each been validly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery by and enforceability against the other parties thereto, constitute legal, valid and binding agreements of the Corporation, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, meritorious or

B-1

other laws affecting enforcement of creditors' rights generally and by the application of general principles of equity, including, without limitation concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding of equity or at law;

4. To the best of our knowledge, without independent investigation and in sole reliance on a signed certificate of the Corporation to such effect, there are no legal or governmental proceedings pending or threatened against the Corporation that seek to affect the validity of the Lease, the Site Lease, the Assignment Agreement or the Trust Agreement, or which would materially adversely impact the Corporation's ability to complete the transactions described therein.

Respectfully submitted,

EXHIBIT C

MATURITY SCHEDULES

\$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series
A - Direct Subsidy)

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Rate</u>	<u>Yield</u>
---	-----------------------------------	-------------	--------------

Subsidy Rate:

Maximum Term:

\$_____ 2017 Certificates of Participation (Series B – Taxable)

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Rate</u>	<u>Yield</u>
---	-----------------------------------	-------------	--------------

Prepayment

Optional Prepayment. The Series A Certificates are subject to optional prepayment prior to their stated maturities on any date on or after December 1, 2027, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of \$5,000), at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

[Mandatory Sinking Fund Prepayment. The Certificates are subject to mandatory sinking fund prepayment in part, by lot, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium. The principal amount represented by such Certificates to be so prepaid and the date therefor and the principal amount represented by such Certificates to be paid on the final principal payment date is as indicated in the following tables:]

Term Certificates Due on December 1, 20__

Year
(December 1)

Principal Amount

(Maturity)
Total

Mandatory Prepayment from Net Proceeds of Insurance or Condemnation.
[To come from Trust Agreement]

Extraordinary Optional Prepayment of Series A Certificates – Extraordinary Event. [To come from Trust Agreement]

Extraordinary Mandatory Prepayment of Series A Certificates -- Unexpended Proceeds. [To come from Trust Agreement]

FILING AGENT AGREEMENT

This **FILING AGENT AGREEMENT** (this "Agreement") is entered into as of December 1, 2017, by and between Capistrano Unified School District (the "District") and U.S. Bank National Association (the "Bank"), as Filing Agent.

RECITALS

WHEREAS, the District has duly authorized, sold and provided for the execution and delivery of the Capistrano Unified School District \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the "Series A Certificates") and the \$_____ 2017 Certificates of Participation (Series B - Taxable) (the "Series B Certificates" and together with the Series A Certificates, the "Certificates") to be issued in fully registered form without coupons;

WHEREAS, the District will ensure that all things necessary to make the Certificates the valid obligations of the District, in accordance with their terms, will be done upon the execution and delivery thereof;

WHEREAS, the District and the Bank wish to provide the terms under which the Bank will act as Filing Agent for the purpose of requisitioning from the United States Treasury, Internal Revenue Service (the "IRS"), on a semi-annual basis, the federal subsidy payment equal to the lesser of (i) the amount of such interest payable on the Series A Certificates on such interest payment date, or (ii) 70% of the amount of interest which would have been payable under such Series A Certificates on such date if such interest were determined at the applicable credit rate determined under section 54A(b)(3) of the Internal Revenue Code (the "Direct Payment") pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act");

WHEREAS, the Bank has agreed to serve in such capacity for and on behalf of the District in addition to its service, under a separate agreement, as Trustee for the Certificates; and

WHEREAS, the District has duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America.

"Direct Payment" has the meaning set out in the Recitals.

"Certificate Payment Date" means, with respect to the Certificates, each June 1 and December 1 and, commencing December 1, 2018, through December 1, 2042.

"IRS" has the meaning set out in the Recitals.

"District" means Capistrano Unified School District.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Recovery Act" has the meaning set out in the Recitals.

ARTICLE TWO

APPOINTMENT OF BANK AS FILING AGENT

Section 2.01. Appointment and Acceptance.

The District hereby appoints the Bank to act as Filing Agent with respect to the Series A Certificates for the specific purpose of requisitioning from the IRS on a semiannual basis the Direct Payment pursuant to the Recovery Act, as more specifically described in Article Three.

The Bank hereby accepts its appointment and agrees to act as Filing Agent.

Section 2.02. Compensation.

As compensation for the Bank's services as Filing Agent, the District hereby agrees to pay the Bank the fee set forth on the fee schedule attached hereto as Exhibit A and made a part of this Agreement ("Fee Schedule").

In addition, the District agrees to reimburse the Bank, immediately upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

DUTIES

Section 3.01. Duties of Filing Agent.

As Filing Agent, the Bank agrees to and shall, between the 45th and 90th days prior to each Certificate Payment Date, file with the IRS a completed and executed Form 8038-CP requesting the Direct Payment with respect to the Series A Certificates. After preparing the Form 8038-CP and prior to filing with the IRS, the Bank will submit the Form 8038-CP to the District for review and signature. A blank Form 8038-CP together with the Instructions for Form 8038-CP are attached hereto as Exhibit B and are made a part of this Agreement.

Section 3.02. Duties of District.

The District agrees to cooperate with the Filing Agent, upon its request, in the completion and execution of each Form 8038-CP so filed with the IRS, including without limitation furnishing to the Filing Agent a complete debt service schedule that provides a list of each Certificate Payment Date, the total interest payable on such date, the total principal amount of Series A Certificates expected to be outstanding on such date, the Direct Payment expected to be required from the Internal Revenue Service on such date, and the earliest date that the Series A Certificates can be prepaid.

ARTICLE FOUR

THE DISTRICT

Section 4.01. District Agreements.

The District agrees that:

(a) Within twenty (20) business days following the execution and delivery of the Series A Certificates, it will file with the IRS, and provide a copy to the Filing Agent a completed and executed Form 8038-TC, or applicable IRS form, with an attached complete debt service schedule, titled "Fixed Rate Certificates – Debt Service Schedule," that provides the information described in the debt service schedule provided for in Section 3.02 above;

(b) On each Certificate Payment Date, the District will cause 100% of the interest and/or principal payment then due on the Series A Certificates to be paid to the Bank, as Trustee with respect to the Certificates; and the parties understand and agree the Direct Payment requisitioned by the Filing Agent with respect to such Certificate Payment Date will be paid by the IRS directly to the District in partial reimbursement to the District for payment of interest on the Series A Certificates on such date; and

(c) It will review each Form 8038-CP prior to submission to the IRS by the Filing Agent and will cause it to be signed by an authorized official of the District. The signature of the authorized official of the District shall serve as confirmation to the Filing Agent that the District has reviewed the 8038-CP and confirms that the information contained thereon is complete and accurate.

ARTICLE FIVE

THE BANK

Section 5.01. Agreements of Bank.

The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank.

Section 5.02. Reliance on Documents, etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the District.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder and in no event shall the Bank's liability exceed an amount equal to the Fees paid to the Bank in accordance with the Fee schedule.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Bank shall not be liable for the failure of the IRS to make timely Direct Payment to the District.

Section 5.03. Other Transactions.

The Bank may engage in or be interested in any financial or other transaction with the District.

Section 5.04. Interpleader.

The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.05. Hold Harmless.

To the extent allowed by law, the District shall indemnify and hold the Bank, as Filing Agent, harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction or other final authority to be attributable to the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination or discharge of this Agreement or discharge of the Series A Certificates.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed, faxed, sent pdf or delivered to the District or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attention: Deputy Superintendent, Business & Support Services

If to the Bank: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attn: Corporate Trust

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the District and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Filing Agent.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until either the Bank resigns or the District terminates the agreement in either case as set forth below.

The Bank may resign at any time by giving written notice thereof to the District. If the Bank shall resign, or become incapable of acting, the District shall promptly appoint a successor Filing Agent. If an instrument of acceptance by a successor Filing Agent shall not have been delivered to the Bank within thirty (30) days after the Bank gives notice of resignation, the District shall automatically become the Filing Agent for itself. The provisions of Section 2.02 and Section 5.05 hereof shall survive and remain in full force and effect following the termination of this Agreement. The District may at any time terminate the Agreement with or without cause upon 30 days written notice to the Filing Agent, after which termination the District shall automatically become its own Filing Agent.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of California.

Section 6.12. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the District and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

CAPISTRANO UNIFIED SCHOOL DISTRICT, District

By: _____
Superintendent

U.S. BANK NATIONAL ASSOCIATION, as
Filing Agent

By _____
[Authorized Representative]

Exhibit A

Filing Agent Fee Schedule

Annual fee: \$600

Exhibit B

IRS Form 8038-CP and Instructions

(attached hereto and made a part hereof)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the Capistrano Unified School District (the "District") in connection with the execution and delivery of \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A –Direct Subsidy) (the "Series A Certificates") \$_____ 2017 Certificates of Participation (Series B – Taxable) (the "Series B Certificates" and together with the Series A Certificates the "Certificates"). The Certificates are being executed and delivered pursuant to a Resolution adopted by the Board of Trustees of the District on November 8, 2017 (the "Resolution"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the execution and delivery of the Certificates by the District and the purchase of such Certificates by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Certificate Holders and in order to assist _____ (the "Underwriter") in complying with Rule 15c2-12(b)(5) (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Certificate.

"Certificate Holder" or "Holder" means any holder of the Certificates or any beneficial owner of the Certificates so long as they are immobilized with DTC.

"Dissemination Agent" shall mean Government Financial Strategies inc., or any alternate or successor Dissemination Agent, designated in writing by the Superintendent or Deputy Superintendent, Business & Support Services (or otherwise by the District), which Agent has evidenced its acceptance in writing. In the absence of the specific designation of a successor or alternate Dissemination Agent, the Dissemination Agent shall be the District.

"Listed Event" means any of the events listed in Section 6 of this Disclosure Certificate.

"Material Events Disclosure" means dissemination of a notice of a Material Event as set forth in Section 6.

"MSRB" shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at <http://emma.msrb.org/>, or any repository of disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Certificates have been assigned. The Final Official Statement relating to the Certificates is dated _____, 2017 ("Final Official Statement").

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 245 days after the end of the District's fiscal year (currently ending June 30), commencing with the report for the fiscal year ending June 30, 2017, which is due not later than March 1, 2018, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

SECTION 5. Content of Annual Report. The District's Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited Financial statements of the District for the preceding fiscal year, prepared in accordance with generally accepted accounting principles. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited financial statements of the District, the Annual Report shall also include financial and operating data with respect to the District for the preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Certificates, as follows:

- (i) average daily attendance of the District for the last completed fiscal year;
- (ii) outstanding District indebtedness;
- (iii) tax delinquencies, to the extent the County is no longer on the Teeter Plan;
- (iv) assessed value of real property for the most recent tax year; and

(v) summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year.

(c) Cross References. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on Emma. The District shall clearly identify each such other document so included by reference.

If the document included by reference is an official statement, it must be available from EMMA.

(d) In addition to any of the information expressly required to be provided under paragraph (b) of this Section 5, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Certificates not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.
- (iv) Substitution of or failure to perform by any credit provider.
- (v) Tender Offers;
- (vi) Defeasances;
- (vii) Rating changes; or
- (viii) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Certificates, if material, not later than ten (10) Business Days after the occurrence of the event:

(i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Certificates or other material events affecting the tax status of the Certificates;

(ii) Modifications of rights to Certificate Holders;

- (iii) Optional, unscheduled or contingent Certificate calls;
- (iv) Release, substitution or sale of property securing repayment of the Certificates;
- (v) Non-payment related defaults;
- (vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(vii) or (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate when the District is no longer an obligated person with respect to the Certificates, as provided in the Rule, upon the defeasance, prior prepayment or payment in full of all of the Certificates.

SECTION 8. Dissemination Agent. The District may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent agrees to perform only those duties of the Dissemination Agent specifically set forth in this Disclosure Certificate, and no implied duties, covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Disclosure Certificate, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Certificates, the District, or any other party or person.

The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel.

No provision of this Disclosure Certificate shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Disclosure Certificate upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Disclosure Certificate in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Disclosure Certificate and the Certificates.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate under the following conditions, provided no amendment to this Disclosure Certificate shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Certificate, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Special Counsel) or by the written approval of the Certificate Holders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Certificate.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Certificate Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause

the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Certificates, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Certificate shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: _____, 2017

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Kirsten Vital, Superintendent

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Capistrano Unified School District

Name of Issue: \$_____ 2017 Certificates of Participation _____

Date of Delivery: _____, 2017

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Certificates as required by Section 4(a) of the Continuing Disclosure Certificate dated _____, 2017. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By: _____

NEW ISSUE
FULL BOOK-ENTRY

S&P Insured Rating: “_”
S&P Underlying Rating: “_”
See “RATINGS” herein

In the opinion of Dannis Woliver Kelley, San Diego, California (“Special Counsel”), interest with respect to the Certificates is exempt from State of California personal income tax. In the further opinion of Special Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the Series A Certificates constitute “new clean renewable energy bonds” within the meaning of Section 54C of the Internal Revenue Code of 1986, as amended (the “Tax Code”) and are eligible for the credit payable by the federal government under Section 6431(f)(2) of the Tax Code. Interest with respect to the Certificates is not excludable from gross income of the owners thereof for federal income tax purposes. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates. See “LEGAL MATTERS—Tax Matters” herein.



\$_____,000*
2017 Certificates of Participation
(New Clean Renewable Energy Bonds)
(Series A - Direct Subsidy)

\$_____,000*
2017 Certificates of Participation
(Series B - Taxable)

Evidencing the Fractional and Undivided Interests of the Registered Owners Thereof In Lease Payments to be Made by the
Capistrano Unified School District
(Orange County, California)

DATED: Date of Delivery

DUE: December 1, as shown on the inside cover

The Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the “Series A Certificates”) in the aggregate principal amount of \$_____,000* and the Capistrano Unified School District 2017 Certificates of Participation (Series B - Taxable) (the “Series B Certificates”) and, together with the Series A Certificates, the “Certificates”) in the aggregate principal amount of \$_____,000* are being executed and delivered by Capistrano Unified School District (the “District”) to (i) finance various solar photovoltaic projects of the District, (ii) pay certain delivery costs of the Certificates, including premiums for a municipal bond insurance policy and debt service reserve insurance policy in lieu of cash funding a reserve fund, and (iii) pay capitalized interest of the Certificates through December 1, 2018. See “PLAN OF FINANCE” herein.

The Certificates evidence and represent the fractional and undivided interests of the registered owners thereof in Lease Payments to be made by the District to the Capistrano Unified School District Facilities Corporation (the “Corporation”) for the use and occupancy of the Property (as defined herein) under and pursuant to a lease agreement between the District and the Corporation dated as of December 1, 2017 (the “Lease Agreement”). The Corporation has assigned its right to receive Lease Payments from the District under the Lease Agreement and its right to enforce payment of the Lease Payments when due or otherwise protect its interest in the event of a default by the District thereunder to U.S. Bank National Association as trustee (the “Trustee”) for the benefit of the registered owners of the Certificates. See “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

The District has designated the Series A Certificates as “New Clean Renewable Energy Bonds” (“New CREBs”) under Section 54C of the Tax Code and irrevocably elects under Tax Code Section 6431(f)(2) to receive a direct subsidy from the U.S. Treasury equal to the lesser of (i) the amount of interest payable with respect to the Series A Certificates, or (ii) 70 percent of the amount of interest which would be payable with respect to the Series A Certificates if the interest rates were determined at the applicable credit rate determined by the U.S. Treasury under Tax Code Section 54(A)(b)(3). See “THE CERTIFICATES—Designation of the Series A Certificates as New CREBs” herein.

The Certificates will be executed and delivered in book-entry form only, and will be initially executed and registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”). Purchasers of the Certificates (the “Beneficial Owners”) will not receive physical certificates representing their interest in the Certificates. See “APPENDIX F—BOOK-ENTRY SYSTEM” attached hereto. Interest with respect to the Certificates is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2018. The Certificates are subject to prepayment prior to maturity. See “THE CERTIFICATES—Prepayment Provisions” herein.

The District will covenant in the Lease Agreement to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations for all such Lease Payments. See “SPECIAL RISK FACTORS” herein.

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease Agreement constitutes a debt or indebtedness of the Corporation, the District, the State of California or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation.

[Insurer Logo]

The scheduled payment of principal of and interest with respect to the Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Certificates by _____. See “BOND INSURANCE” herein and “APPENDIX E—SPECIMEN MUNICIPAL BOND INSURANCE POLICY” attached hereto.

This cover page contains certain information for general reference only. It is not a summary of all provisions of the Certificates. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page not otherwise defined will have their meanings set forth herein.

MATURITY SCHEDULES

See Inside Cover

The Certificates will be offered when, as and if executed and delivered and received by the Underwriter, subject to the approval as to their legality by Dannis Woliver Kelley, San Diego, California, Special Counsel. It is anticipated that the Certificates, in definitive form, will be available for delivery through the facilities of DTC on or about December 21, 2017.

This Official Statement is dated _____, 2017.

* Preliminary; subject to adjustment.

MATURITY SCHEDULES

\$ __, ____, 000^{*}
 Capistrano Unified School District
 (Orange County, California)
 2017 Certificates of Participation
 (New Clean Renewable Energy Bonds)
 (Series A - Direct Subsidy)

Maturity Date December 1	Principal Amount [*]	Coupon Interest Rate	Reoffering Yield	Price	CUSIP ⁺
2020	\$	__%	__%	__%	139702 __
2021		__	__	__	139702 __
2022		__	__	__	139702 __
2023		__	__	__	139702 __
2024		__	__	__	139702 __
2025		__	__	__	139702 __
2026		__	__	__	139702 __
2027		__	__	__	139702 __
2028		__	__	__	139702 __
2029		__	__	__	139702 __
2030		__	__	__	139702 __
2031		__	__	__	139702 __
2032		__	__	__	139702 __
2033		__	__	__	139702 __
2034		__	__	__	139702 __
2035		__	__	__	139702 __
2036		__	__	__	139702 __
2037		__	__	__	139702 __
2038		__	__	__	139702 __
2039		__	__	__	139702 __
2040		__	__	__	139702 __
2041		__	__	__	139702 __
2042		__	__	__	139702 __

\$ ____, 000^{*}
 Capistrano Unified School District
 (Orange County, California)
 2017 Certificates of Participation
 (Series B - Taxable)

Maturity Date December 1	Principal Amount [*]	Coupon Interest Rate	Reoffering Yield	Price	CUSIP ⁺
2019	\$	__%	__%	__%	139702 __
2020		__	__	__	139702 __

^{*} Preliminary; subject to adjustment.

⁺ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District, the Corporation nor the Underwriter is responsible for the selection or correctness of the CUSIP numbers set forth herein.

Use of Official Statement. This Official Statement is submitted with respect to the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Certificates.

No Securities Laws Registration. The Certificates have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Certificates have not been registered or qualified under the securities law of any state.

No Unlawful Offers of Solicitations. This Official Statement does not constitute an offer to sell nor the solicitation of an offer to buy nor shall there be any sale of the Certificates by a person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation or sale.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations, other than those contained herein, and if given or made, such other information or representations must not be relied upon as having been authorized by the District.

Information in Official Statement. The information set forth herein has been furnished by the District, and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based change.

Website. The District maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

Statement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. In connection with the offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the Certificates offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Certificates to certain dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

Bond Insurance. _____ (“Insurer”) makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding Insurer, supplied by Insurer and presented under the heading “BOND INSURANCE” herein and “APPENDIX E—SPECIMEN MUNICIPAL BOND INSURANCE POLICY” attached hereto.

\$____,000*
Capistrano Unified School District
(Orange County, California)
2017 Certificates of Participation
(New Clean Renewable Energy Bonds)
(Series A - Direct Subsidy)

\$____,000*
Capistrano Unified School District
(Orange County, California)
2017 Certificates of Participation
(Series B - Taxable)

DISTRICT BOARD OF TRUSTEES

Martha McNicholas, President
Gila Jones, Vice President
Patricia Holloway, Clerk
Judy Bullockus, Member
Amy Hanacek, Member
Dr. Gary Pritchard, Member
Jim Reardon, Member

DISTRICT ADMINISTRATION

Kirsten M. Vital, Superintendent
Clark Hampton, Deputy Superintendent, Business and Support Services
Dr. Susan Holliday, Associate Superintendent, Education Services
Dr. Gregory Merwin, Associate Superintendent, Student Support Services

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
(949) 234-9200

MUNICIPAL ADVISOR

Government Financial Strategies inc.
1228 N Street, Suite 13
Sacramento, California 95814
(916) 444-5100

SPECIAL COUNSEL

Dannis Woliver Kelley
750 B Street, Suite 2310
San Diego, California 92101
(619) 595-0202

TRUSTEE

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
(800) 934-6802

* Preliminary; subject to adjustment.

\$ __, ____, 000^{*}
 Capistrano Unified School District
 (Orange County, California)
 2017 Certificates of Participation
 (New Clean Renewable Energy Bonds)
 (Series A - Direct Subsidy)

\$ ____, 000^{*}
 Capistrano Unified School District
 (Orange County, California)
 2017 Certificates of Participation
 (Series B - Taxable)

TABLE OF CONTENTS

	<u>Page #</u>
INTRODUCTORY STATEMENT	1
The District.....	1
The Corporation	1
Purpose of Issue	2
Authority for Delivery.....	2
Form and Registration	2
Payment of Principal and Interest	2
Prepayment Prior to Maturity	2
Security and Sources of Payment.....	2
Bond Insurance Policy and Debt Service Reserve Insurance Policy	3
Special Risk Factor— Abatement	3
New Clean Renewable Energy Bonds.....	4
Tax Matters.....	4
Continuing Disclosure	4
Professionals Involved	4
Other Information.....	5
THE CERTIFICATES	5
Amount and Purpose	5
Designation of Series A Certificates as New CREBs	5
Form and Registration	6
Payment of Principal and Interest	6
Transfer and Exchange	7
Prepayment Provisions	7
SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES	9
General	9
Lease Payments	10
Lease Payments Schedule	12
Reserve Fund	13
Additional Payments	13
Reserve Replenishment Rent.....	13
Insurance	14
Remedies on Default	14
Additional Certificates	14
Parity Certificates	14
BOND INSURANCE	14
THE PROPERTY	15
PLAN OF FINANCE.....	15
The Project	15
Application and Investment of Certificate Proceeds.....	15
Sources and Uses of Funds.....	16

^{*} Preliminary; subject to adjustment.

SPECIAL RISK FACTORS	16
Payments Not District Debt.....	16
Abatement	17
Additional Certificates and Parity Certificates.....	17
Additional Obligations	17
Substitution of Property	18
No Earthquake Insurance or Flood Insurance Coverage	18
Hazardous Substances	18
Pension Benefit Liability	18
No Acceleration Upon Default	19
Limited Recourse on Default; Insurer Right to Control Remedies	19
Risks Relating to New CREBs	19
State Finances	20
THE CORPORATION	20
THE DISTRICT	20
General Information	20
The District Board of Trustees and Key Administrative Personnel	20
Enrollment	21
Charter Schools	21
Employee Relations.....	22
Pension Plans.....	22
Other Postemployment Benefits (OPEB).....	26
DISTRICT FINANCIAL INFORMATION	27
Accounting Practices	27
Budget and Financial Reporting Process.....	27
Financial Statements.....	29
Revenues	31
Expenditures	33
Short-Term Borrowings	34
Capitalized Lease Obligations.....	34
Long-Term Borrowings.....	34
Non-Obligatory Debt.....	35
Direct and Overlapping Bonded Debt	35
PROPERTY TAXATION SYSTEM.....	37
Assessed Valuation of Property	37
Tax Rates	39
Tax Collections and Delinquencies	40
Alternative Method of Tax Apportionment (Teeter Plan).....	41
REGIONAL ECONOMIC PROFILE.....	42
General Information	42
Population.....	42
Personal Income	42
Labor Force and Employment	44
Major Employers	45
Commercial Activity	45
Construction Activity	46
FUNDING OF PUBLIC EDUCATION IN THE STATE.....	46
Sources of Revenue for Public Education	46
The State Budget Process	49
The 2017-18 State Budget	49
Future Budgets	52

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES ..	53
Background	53
Article XIII A of the State Constitution	53
Constitutional Protection For Owners of Municipal Securities	54
Article XIII B of the State Constitution	54
Articles XIII C and XIII D of the State Constitution	54
Minimum Guarantee of State Funding for Education	55
Community Redevelopment and Revitalization	55
Limits on State Authority Over Local Tax Revenues	56
Temporary State Tax Increases	57
Enacted Budget Required for Disbursement of State Funds	57
State and School District Budgetary Reserves	57
School Facilities Funding	58
Impact of Future Legislation	59
LEGAL MATTERS	59
No Litigation	59
Legal Opinion	59
Tax Matters	59
Legality for Investment	59
RATINGS	59
MUNICIPAL ADVISOR	60
INDEPENDENT AUDITOR	60
UNDERWRITING AND INITIAL OFFERING PRICE	60
CONTINUING DISCLOSURE	60
ADDITIONAL INFORMATION	61

APPENDIX A	SUMMARY OF PRINCIPAL LEGAL DOCUMENTS
APPENDIX B	THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDED JUNE 30, 2016
APPENDIX C	FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX D	FORM OF OPINION OF SPECIAL COUNSEL
APPENDIX E	SPECIMEN MUNICIPAL BOND INSURANCE POLICY
APPENDIX F	BOOK-ENTRY SYSTEM

[THIS PAGE INTENTIONALLY LEFT BLANK]

OFFICIAL STATEMENT

\$_____,000^{*}
Capistrano Unified School District
(Orange County, California)
2017 Certificates of Participation
(New Clean Renewable Energy Bonds)
(Series A - Direct Subsidy)

\$_____,000^{*}
Capistrano Unified School District
(Orange County, California)
2017 Certificates of Participation
(Series B - Taxable)

Evidencing the Fractional and Undivided Interests of the Registered Owners Thereof In Lease Payments to be Made by the
Capistrano Unified School District
(Orange County, California)

INTRODUCTORY STATEMENT

The purpose of this Official Statement, which includes the cover page, inside cover page, table of contents and attached appendices (the “Official Statement”), is to provide certain information concerning the sale and delivery of the Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the “Series A Certificates”) and the Capistrano Unified School District 2017 Certificates of Participation (Series B - Taxable) (the “Series B Certificates” and, together with the Series A Certificates, the “Certificates”).

This INTRODUCTORY STATEMENT is not a summary of this Official Statement. It is only a brief description of and guide to this Official Statement. This INTRODUCTORY STATEMENT is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices attached hereto, and the documents summarized or described herein. A full review of the entire Official Statement should be made by prospective investors in the Certificates. The offering of the Certificates to potential investors is made only by means of the entire Official Statement. Capitalized terms not defined herein have the meaning assigned to such terms in the Trust Agreement or the Lease Agreement, as applicable.

The District

Capistrano Unified School District (the “District”), a political subdivision of the State of California (the “State”) established in 1965, encompasses approximately 195 square miles in the southern portion of Orange County (the “County”). The District serves approximately 361,200 people residing in all or parts of the cities of Aliso Viejo, Dana Point, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Clemente, and San Juan Capistrano, and the communities of Coto de Caza, Dove Canyon, Ladera Ranch, Las Flores, Sendero/Rancho Mission Viejo, and Wagon Wheel. The District operates 59 schools / programs, providing education to approximately 47,500 students in transitional kindergarten through twelfth grade, as well as additional students in preschool and adult education programs. A seven-member Board of Trustees (the “District Board”) governs the District. See “THE DISTRICT” and “DISTRICT FINANCIAL INFORMATION” herein.

The Corporation

The Capistrano Unified School District Facilities Corporation (the “Corporation”) is a nonprofit public benefit corporation duly organized in 1997 at the request of the District and existing under the laws of the State and entitled, by virtue of its articles of incorporation and bylaws, to provide financial assistance to the District by financing and refinancing the acquisition of real property and construction and the acquisition of facilities and improvements. The Corporation is not capitalized and has no assets. The Corporation has no liability to the owners of the Certificates. See “THE CORPORATION” herein.

^{*} Preliminary; subject to adjustment.

Purpose of Issue

The Certificates are being executed and delivered for the benefit of the District to (i) finance various solar photovoltaic projects of the District (the “Project”), (ii) pay certain delivery costs of the Certificates, including the premiums for a municipal bond insurance policy and debt service reserve insurance policy in lieu of cash funding a reserve fund, and (iii) pay capitalized interest of the Certificates through December 1, 2018. Proceeds from the sale and delivery of the Certificates will be deposited into the funds and accounts as established under a trust agreement dated as of December 1, 2017 (the “Trust Agreement”) by and among the District, the Corporation and U.S. Bank National Association as trustee (the “Trustee”). See “PLAN OF FINANCE” herein and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT” attached hereto.

Authority for Delivery

The Certificates are being executed and delivered pursuant to the provisions of the California Government Code (the “Government Code”) and other applicable law, and pursuant to a resolution adopted by the District Board on November 8, 2017 (the “Resolution”) and the Trust Agreement. The Certificates represent the fractional and undivided interests of the registered owners thereof (the “Registered Owners”) in lease payments (the “Lease Payments”) made by the District to the Corporation as the rental for the use and possession of certain property (the “Property,” as described herein) leased from the Corporation pursuant to a lease agreement dated as of December 1, 2017 (the “Lease Agreement”). See “THE PROPERTY” herein and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE AGREEMENT” attached hereto.

Form and Registration

The Certificates are being executed and delivered as fully registered Certificates, without coupons, in book-entry form only in denominations of \$5,000 principal amount, or any integral multiple thereof, and are initially executed and delivered and registered in the name of Cede & Co., or its registered assigns, as nominee of The Depository Trust Company (“DTC”). Payments of the principal of and interest with respect to the Certificates will be made by the Trustee to DTC for subsequent disbursement to the Beneficial Owners (as defined herein). See “APPENDIX F—BOOK-ENTRY SYSTEM” attached hereto.

Payment of Principal and Interest

The Certificates are dated their date of delivery and mature on December 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest with respect to the Certificates is computed on the basis of a 360-day year comprised of 12 months of 30 days each and is payable on June 1 and December 1 of each year, commencing December 1, 2018. See “THE CERTIFICATES—Payment of Principal and Interest” herein.

Prepayment Prior to Maturity

The Series A Certificates are subject to optional prepayment, extraordinary optional prepayment upon the occurrence of an Extraordinary Event (as defined herein), mandatory prepayment from net proceeds of insurance or condemnation, extraordinary mandatory prepayment from unexpended proceeds of the Certificates and mandatory sinking fund prepayment. The Series B Certificates are subject to mandatory prepayment from net proceeds of insurance or condemnation. See “THE CERTIFICATES—Prepayment Provisions” herein.

Security and Sources of Payment

Under the terms of a site lease dated as of December 1, 2017 between the District and the Corporation (the “Site Lease”), the District will lease the Property to the Corporation. Under the terms of the Lease Agreement, the District will lease back the Property from the Corporation and is required to pay Lease Payments from any source of legally available funds for the use and possession of the Property, which amounts are sufficient in both time and aggregate amount to pay the principal of and interest with respect to the Certificates. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES” herein.

Pursuant to an assignment agreement between the Corporation and the Trustee dated as of December 1, 2017 (the "Assignment Agreement"), the Corporation will assign to the Trustee, for the benefit of the Registered Owners, substantially all of its rights under the Lease Agreement and Site Lease including its rights to receive and collect Lease Payments, prepayment of Lease Payments ("Prepayments") and Reserve Replenishment Rent (as defined herein) from the District under the Lease Agreement and rights as may be necessary to enforce payment of Lease Payments, Prepayments and Reserve Replenishment Rent and to exercise all rights and remedies under the Lease Agreement following a default. All rights assigned by the Corporation pursuant to the Assignment Agreement will be administered by the Trustee in accordance with the provisions of the Trust Agreement for the equal and proportionate benefit of all Registered Owners.

The Certificates evidence fractional and undivided interests in the right to receive Lease Payments and Prepayments thereof to be made by the District to the Corporation under the Lease Agreement. The Lease Payments are designed to pay, when due, the principal and interest with respect to the Certificates. The District will covenant take such action as may be necessary to include the Lease Payments, Additional Payments (as defined herein) and Reserve Replenishment Rent (as defined herein) (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) under the Lease Agreement in its annual budgets and to make the necessary annual appropriations therefor. See "THE CERTIFICATES" herein.

Neither the Certificates nor the obligation of the District to make Lease Payments, Additional Payments or Reserve Replenishment Rent under the Lease Agreement constitutes a debt or indebtedness of the Corporation, the District, or the State or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation.

Bond Insurance Policy and Debt Service Reserve Insurance Policy

The scheduled payment of principal of and interest with respect to the Certificates when due will be guaranteed under a municipal bond insurance policy (the "Policy") to be issued concurrently with the delivery of the Certificates by _____ ("Insurer"). See "BOND INSURANCE" herein and "APPENDIX E—SPECIMEN MUNICIPAL BOND INSURANCE POLICY" attached hereto. The District will elect to purchase from Insurer a debt service reserve insurance policy (the "Reserve Policy") to satisfy the initial reserve requirement for the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES—Reserve Fund" herein.

Special Risk Factor—Abatement

The obligation of the District under the Lease Agreement to pay Lease Payments, Additional Payments and Reserve Replenishment Rent is in consideration for the use and possession of the Property. The obligation of the District to make Lease Payments, Additional Payments and Reserve Replenishment Rent (other than to the extent that funds to make Lease Payments are available in the Lease Payment Fund (as defined herein) and the Reserve Fund (as defined herein)) may be abated, in whole or in part, during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation with respect to any portion of the Property there is substantial interference with the District's right to use and possession of such portion of the Property. The amount of such abatement will be determined by the District such that the resulting Lease Payments, Additional Payments and Reserve Replenishment Rent represent fair consideration for the District's right to use and possession of the portion of the Property not damaged, destroyed, or interfered with as a result of title defect or taking. Such abatement will commence with such damage, destruction or interference by title defect or taking and end with the substantial completion of the replacement or work or repair, or the end of the interference by title defect; provided, however, that during abatement, available moneys on deposit in the Reserve Fund and the Lease Payment Fund, and other sources of money that constitute a special fund, including without limitation proceeds of rental interruption or use and occupancy insurance, will be applied to pay the Lease Payments. The District is obligated to maintain rental interruption or use and occupancy insurance in an amount not less than the maximum Lease Payments coming due and payable during any future 24-month period. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE AGREEMENT" attached hereto.

If damage, destruction, title defect or eminent domain or condemnation proceedings results in abatement or adjustment of Lease Payments, Additional Payments and Reserve Replenishment Rent, and the resulting Lease Payments, Additional Payments and Reserve Replenishment Rent, together with other available moneys under the Trust Agreement including the proceeds of rental interruption or use and occupancy insurance, are insufficient to make all payments of principal and interest due with respect to the Certificates during the period that the Property is being replaced, repaired or reconstructed, then such

payments of principal and interest due with respect to the Certificates may not be made and no remedy is available to the Trustee or the Registered Owners under the Lease Agreement or Trust Agreement for nonpayment under such circumstances. However, if Lease Payments are abated, the term of the Lease Agreement will be extended until all Certificates, all Reserve Replenishment Rent and all other such amounts due to Insurer are fully paid, up to 10 years. See “SPECIAL RISK FACTORS—Abatement” herein.

New Clean Renewable Energy Bonds

The District received an allocation from the Internal Revenue Service (the “IRS”) to finance the Project through the issuance of “New Clean Renewable Energy Bonds” (“New CREBs”) pursuant to Section 54C of the Internal Revenue Code of 1986, as amended (the “Tax Code”). The proceeds of the Series A Certificates, as New CREBs, may be applied solely to capital expenditures for qualified renewable energy projects and to pay delivery costs not in excess of two percent of the issue price of the Series A Certificates. The District has designated the Series A Certificates as New CREBs under Tax Code Section 54C, and the expenditure of the proceeds of the Series A Certificates will be subject to the limitations set forth in the Tax Code. The District will irrevocably elect, under Tax Code Section 6431(f)(2), to receive a direct subsidy from the United States Treasury, equal to the lesser of (i) the amount of interest payable with respect to the Series A Certificates or (ii) 70 percent of the amount of interest which would be payable with respect to the Series A Certificates if the interest rates were determined at an applicable credit rate determined under Tax Code Section 54A(b)(3). The owners of the Series A Certificates are not entitled to receive a credit against tax imposed by the Tax Code with respect to the Series A Certificates. The direct subsidy, payable directly to the District, is not pledged to the owners of the Series A Certificates as security therefore. See “THE CERTIFICATES—Designation of Series A Certificates as New CREBs” herein.

Tax Matters

In the opinion of Dannis Woliver Kelley, San Diego, California (“Special Counsel”), interest with respect to the Certificates is exempt from State of California personal income tax. In the further opinion of Special Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the Series A Certificates constitute “new clean renewable energy bonds” within the meaning of the Tax Code and are eligible for the credit payable by the federal government under Section 6431(f)(2) of the Tax Code. Interest with respect to the Certificates is not excludable from gross income of the owners thereof for federal income tax purposes. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates. See “LEGAL MATTERS—Tax Matters” herein. A complete copy of the proposed opinion of Special Counsel is included with this Official Statement. See “APPENDIX D—FORM OF OPINION OF SPECIAL COUNSEL” attached hereto.

Continuing Disclosure

The District will covenant for the benefit of the Registered Owners and Beneficial Owners (as defined herein) to make available annually certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Securities and Exchange Commission (the “SEC”) Rule 15c2-12(b)(5). The specific nature of the annual information to be made available and of the enumerated events for which notice will be given are set forth in “APPENDIX C—FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. See also “CONTINUING DISCLOSURE” herein.

Professionals Involved

Government Financial Strategies inc., Sacramento, California, has acted as municipal advisor (the “Municipal Advisor”) to the District with respect to the sale and delivery of the Certificates. See “MUNICIPAL ADVISOR” herein. Certain proceedings in connection with the sale and delivery of the Certificates are subject to the approving legal opinion of Dannis Woliver Kelley, Special Counsel, with respect to the Certificates. U.S. Bank National Association will act as trustee, registrar, and transfer agent with respect to the Certificates. Dannis Woliver Kelley and U.S. Bank National Association will receive compensation contingent upon the execution and delivery of the Certificates.

Other Information

This Official Statement may be considered current only as of its dated date affixed to the cover page hereof, and the information contained herein is subject to change. Brief descriptions of the Certificates, the security for the Certificates and the District are included in this Official Statement, together with summaries of certain provisions relating to the Site Lease, the Lease Agreement, the Trust Agreement and the Assignment Agreement (collectively, the "Legal Documents"). Such descriptions do not purport to be comprehensive or definitive, and all references made herein to the Legal Documents approved by the District are qualified in their entirety by reference to such documents, and all references herein to the Certificates are qualified in their entirety by reference to the form thereof included in the Legal Documents.

Information concerning this Official Statement, the Certificates, the District, the Legal Documents or any other information relating to the sale and delivery of the Certificates is available for public inspection and may be obtained by contacting Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, telephone (949) 234-9200, Attention: Deputy Superintendent, Business and Support Services, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

THE CERTIFICATES

Amount and Purpose

The Series A Certificates in the aggregate principal amount of \$____,000* and the Series B Certificates in the aggregate principal amount of \$____,000* are being executed and delivered to (i) finance the Project, (ii) pay certain delivery costs of the Certificates, including the premiums for the Policy and the Reserve Policy and (iii) pay capitalized interest of the Certificates through December 1, 2018. See "PLAN OF FINANCE" herein.

Designation of Series A Certificates as New CREBs

The District has designated the Series A Certificates as New CREBs under Tax Code Section 54C, and the expenditure of the proceeds of the Series A Certificates will be subject to the limitations set forth in the Tax Code. Proceeds of the Series A Certificates may be applied solely to capital expenditures for one or more qualified renewable energy projects and to pay delivery costs not in excess of two percent of the issue price of the Series A Certificates.

Direct Subsidy Election. The issuer of New CREBs may irrevocably elect, prior to issuance, either a tax credit to investors or a direct subsidy to the issuer. The District irrevocably elects, under Tax Code Section 6431(f)(2), to receive a direct subsidy from the United States Treasury, equal to the lesser of (i) the amount of interest payable with respect to the Series A Certificates or (ii) 70 percent of the amount of interest which would be payable with respect to the Series A Certificates if the interest rates were determined at an applicable credit rate determined under Tax Code Section 54A(b)(3).

To receive direct subsidy, the District must make certain filings with the IRS not less than 45 days nor more than 90 days before each interest payment date that the District expects to receive a direct subsidy. Failure to timely file the required form could result in the delay or denial of receipt of the direct subsidy.

The District is obligated to make all Lease Payments whether or not direct subsidies are received. It is possible that the direct subsidy could be reduced or discontinued or the timing of the receipt could be changed as a result of changes in the federal law. The owners of the Series A Certificates are not entitled to receive a credit against tax imposed by the Tax Code with respect to the Series A Certificates. The direct subsidy, payable directly to the District, is not pledged to the owners of the Series A Certificates as security therefore.

Maximum Term. The maximum term for a New CREB is determined under Tax Code Section 54A(d)(5) by using a discount rate equal to 100 percent of the long-term adjusted applicable federal rates compounded semi-annually for the month in which the issue is sold.

Qualified Issuer. Under Tax Code Section 54C(d)(6), a qualified issuer includes a governmental body, defined in Tax Code Section 54C(d)(3), and includes any political subdivision of a state, such as the District.

* Preliminary; subject to adjustment.

Use of Proceeds. The District must use 100 percent of the “available project proceeds,” as defined in Tax Code Section 54A(e)(4), for capital expenditures incurred for one or more qualified renewable energy facilities. Investments of available project proceeds are unrestricted during the prescribed three-year spending period. Available project proceeds may not be used to finance a reserve or debt service fund, nor may such proceeds be used to finance the cost of acquiring an existing facility or to refinance. “Available project proceeds” means the sum of the excess of the proceeds of the sale of the Series A Certificates over delivery costs paid out of such proceeds (to the extent such costs do not exceed two percent of such proceeds) and any investment earnings on such excess.

Qualified Project. Under Tax Code Section 54C(d)(1), the project must constitute a “qualified renewable energy facility,” which includes a facility that will use solar energy to produce electricity under Tax Code Section 45(d)(4) certified by an independent, licensed engineer as qualified under the section. See “PLAN OF FINANCE” herein.

Form and Registration

Pursuant to the Trust Agreement, the Trustee will keep or cause to be kept at its principal office registration books (the “Registration Books”) for the registration and transfer of the Certificates which shall, during normal working hours and upon reasonable notice, be open to inspection by the District and the Corporation.

The Certificates will be initially executed and delivered as one fully registered certificate without coupons for each maturity in the name of Cede & Co. as nominee of DTC. Purchases of Certificates under the DTC book-entry system must be made by or through a DTC participant in the principal amount of \$5,000 and integral multiples thereof for each maturity, and ownership interests in Certificates will be recorded as entries on the books of said participants. Except in the event that use of this book-entry system is discontinued for the Certificates, purchasers of the Certificates (the “Beneficial Owners”) will not receive physical certificates representing their ownership interests in the Certificates. See “APPENDIX F—BOOK-ENTRY SYSTEM” attached hereto.

So long as the Certificates are registered in the name of Cede & Co., or its registered assigns, as nominee for DTC, references in this Official Statement to the Registered Owners mean Cede & Co., or its registered assigns, and do not mean the purchasers or Beneficial Owners of the Certificates.

Payment of Principal and Interest

The Certificates evidence and represent the fractional and undivided interests of the Registered Owners thereof in Lease Payments to be made by the District pursuant to the Lease Agreement. The Certificates are dated their date of delivery and mature on December 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest with respect to the Certificates is payable on June 1 and December 1 of each year (each, a “Certificate Payment Date”), commencing December 1, 2018. Interest with respect to the Certificates is computed on the basis of a 360-day year comprised of 12 months of 30 days each.

If a Certificate is executed: (i) as of a Certificate Payment Date, interest will be payable from such Certificate Payment Date; (ii) after the close of business on the fifteenth day of the month preceding each Certificate Payment Date (whether or not a business day) (each, a “Record Date”) and before the following Certificate Payment Date, interest will be payable from such following Certificate Payment Date and (iii) on or prior to November 15, 2018, interest evidenced thereby will be payable from the date of execution and delivery.

The principal of the Certificates is payable in lawful money of the United States of America by wire transfer on each principal and prepayment date to Cede & Co., or its registered assigns, so long as Cede & Co. or its registered assigns, is the sole Registered Owner, or if the book-entry system is no longer in use, to the Registered Owners thereof upon surrender thereof at the office of the Trustee.

Interest with respect to the Certificates is payable in lawful money of the United States of America by wire transfer on each Certificate Payment Date or prepayment date to Cede & Co., or its registered assigns, so long as Cede & Co., or its registered assigns, is the sole Registered Owner. In the event the book-entry system is no longer in use, interest with respect to each Certificate due on any Certificate Payment Date or prepayment date is payable by check mailed, on the applicable Certificate Payment Date or prepayment date, by first class mail to such Registered Owner on the Certificate Payment Date at his address as it appears on the Registration Books. Interest evidenced by the Certificates may, at the option of any Registered Owner of

Certificates in an aggregate principal amount of \$1,000,000 or more evidenced by the written request of such Registered Owner to the Trustee, be paid to such Registered Owner by wire transfer to the bank and account number within the United States on file with the Trustee as of the Record Date.

Transfer and Exchange

If the book-entry system as described herein is no longer used with respect to the Certificates, the provisions in the Trust Agreement summarized below will govern the transfer and exchange of the Certificates. See “APPENDIX F—BOOK-ENTRY SYSTEM” attached hereto.

Any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation at the principal office of the Trustee accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates is surrendered for transfer, the Trustee will execute and deliver a new Certificate or Certificates of the same series, maturity and interest rate, for like aggregate principal amount in authorized denominations. Certificates may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity and interest rate.

The Trustee may require the payment by the Registered Owner requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any transfer and exchange will be paid by the District.

The Trustee will not be obligated to transfer or exchange any Certificate during the period in which it is selecting Certificates for prepayment, or after notice of prepayment has been given.

Prepayment Provisions

Optional Prepayment. The Series A Certificates maturing on or before December 1, 2027, are not subject to prepayment prior to their respective stated maturities. Series A Certificates maturing on or after December 1, 2028, are subject to optional prepayment prior to their stated maturities on any date on or after December 1, 2027, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease Agreement to prepay the principal component of the Lease Payments (in integral multiples of \$5,000), at the prepayment price of the principal component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. The Series B Certificates are not subject to optional prepayment.

Mandatory Prepayment From Net Proceeds of Insurance and Condemnation. The Certificates are subject to mandatory prepayment, in whole on any business day, or in part on any Certificate Payment Date among maturities on a *pro rata* basis and by lot within a maturity, from the net proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under the Lease Agreement and Trust Agreement, at a prepayment price equal to 100 percent of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

Mandatory Sinking Fund Prepayment. The Certificates are subject to mandatory sinking fund prepayment in part, by lot, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium. The principal amount represented by such Certificates to be so prepaid and the date therefor and the principal amount represented by such Certificates to be paid on the principal payment date is as indicated in the following table[s].

Mandatory Sinking Fund Prepayment \$ _____ 20__ Series A Term Certificate	
December 1	Principal Amount
20__	\$ _____
20__	\$ _____ ¹

¹Indicates maturity of the \$ _____ 20__ Series A Term Certificate.

If some but not all of the principal evidenced by the Certificates is prepaid, the principal evidenced by such Certificates to be prepaid pursuant to mandatory prepayments on any subsequent December 1 will be reduced by the aggregate principal evidenced by such Certificates so prepaid, such reduction to be allocated among prepayment dates in proportion to the amount by which the principal components of the Lease Payments evidenced by such Certificates payable on such prepayment dates are prepaid, in denominations of \$5,000 or any integral multiple thereof.

Extraordinary Mandatory Prepayment of Series A Certificates from Unexpended Proceeds. In the event and to the extent that the District fails to expend all of the proceeds of the Series A Certificates for qualified renewable energy facilities within the period ending three years after the date of the execution and delivery of the Series A Certificates or such later date if extended by the IRS (the “Expenditure Period”), the Series A Certificates are subject to extraordinary mandatory prepayment, in whole or in part, on any date that is not more than 90 days following the Expenditure Period, at a prepayment price equal to 100 percent of the principal amount of the Series A Certificates to be redeemed, together with accrued interest thereon to the prepayment date, without premium. The prepayment price of any Series A Certificates to be redeemed is payable solely from the amounts held by the Trustee in the Project Fund (as defined herein) at the expiration of the Expenditure Period. For a description of the Project to be funded with the proceeds of the Series A Certificates and the expected completion date, see “PLAN OF FINANCE” herein.

The Series B Certificates are not subject to extraordinary mandatory prepayment from unexpended proceeds.

Extraordinary Optional Prepayment of Series A Certificates. The Series A Certificates are subject to extraordinary optional prepayment prior to maturity at the option of the District upon the occurrence of an Extraordinary Event (as defined herein) from any source of available funds, as a whole or in part by lot, as designated by the District, on any date at the “Make-Whole Prepayment Price,” which is equal to the greater of (i) 100 percent of the principal amount of the Series A Certificates to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Series A Certificates to be redeemed to the maturity date of such Certificates, based on a 360-day year of 12 months of 30 days each, at the U.S. Treasury Rate (as defined herein) plus 100 basis points, plus accrued interest on the Series A Certificates to be redeemed to the prepayment date. An “Extraordinary Event” will have occurred if the District determines that a material adverse change has occurred or is likely to occur to Tax Code Sections 54A, 54C or 6431, as in effect on the date of issuance of the Series A Certificates, or there is any guidance published by the IRS or the U.S. Treasury with respect to such Sections of the Tax Code or any other determination by the IRS or the U.S. Treasury, which determination is not the result of an act or omission by the District to satisfy the requirements to receive the direct subsidy, pursuant to which the direct subsidy is eliminated or reduced below the amount of interest payable on the Series A Certificates. The U.S. Treasury Rate means with respect to any prepayment date for a particular Series A Certificate, the yield to maturity as of such prepayment date of U.S. Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) (the “Statistical Release”) that has become publicly available at least two business days prior to the prepayment date, excluding inflation-indexed securities, or, if the Statistical Release is no longer published, any publicly available source of similar market data, most nearly equal to the period from the prepayment date to the maturity date of the Series A Certificates to be redeemed, provided, however that if the period from the prepayment date to the maturity date is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year shall be used.

The Series B Certificates are not subject to extraordinary optional prepayment.

Selection of Certificates for Prepayment. Whenever provision is made for the optional prepayment of Certificates and less than all outstanding Certificates are called for optional prepayment, the Trustee will select Certificates for optional prepayment, from among maturities selected by the District and by lot within any maturity. For extraordinary prepayment of the Certificates, the Trustee will select Certificates for prepayment *pro rata* among maturities of all Certificates outstanding and by lot within any maturity. The Trustee will promptly notify the District and the Corporation in writing of the Certificates so selected for prepayment by mailing to the District and the Corporation copies of the notice of prepayment provided.

Notice of Prepayment. Notice of prepayment will be mailed by first-class mail, postage prepaid, not less than 20 nor more than 60 days before the prepayment date, to the respective Registered Owners designated for prepayment at their addresses appearing on the Registration Books; provided that neither failure to receive such notice nor any defect in any notice so mailed will affect the sufficiency of the proceedings for prepayment. In addition, notice of prepayment will be sent to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System ("EMMA"). Neither failure to send such notice nor any defect in any notice so sent will affect the sufficiency of the proceedings for the prepayment of the Certificates. Such notice will specify: (i) the prepayment date, (ii) the prepayment price, (iii) if less than all of the outstanding Certificates are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts), (iv) the CUSIP numbers of the Certificates to be prepaid, (v) the place or places where the prepayment will be made, (vi) the original date of execution and delivery of the Certificates, (vii) the rate of interest payable with respect to each Certificate being prepaid, (viii) any other descriptive information regarding the Certificates needed to identify accurately the Certificates being prepaid, and (ix) if the notice is conditional, a statement to that effect. Such notice will further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable.

Conditional Notice. Any notice of prepayment for an optional prepayment of the Certificates may be conditional, and, if any condition stated in the notice of prepayment has not been satisfied on or prior to the prepayment date: (i) the notice of prepayment shall be of no force and effect, (ii) the Trustee shall not be required to prepay such Certificates, (iii) the prepayment shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

Effect of Prepayment. Notice having been given to the Registered Owners in accordance with the Trust Agreement, and the moneys for the prepayment (including the interest to the applicable date of prepayment) having been set aside in the Prepayment Fund, the Certificates will become due and payable on said date of prepayment, and, upon presentation and surrender thereof at the principal office of the Trustee, said Certificates will be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to said date of prepayment, are held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof has been given as provided in the Trust Agreement, then, from and after said date of prepayment, interest evidenced by the Certificates to be prepaid will cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates will be held in trust for the account of the Registered Owners of the Certificates so to be prepaid, without liability for interest thereon.

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

General

Each Certificate represents a fractional and undivided interest of the Registered Owner thereof in Lease Payments and Prepayments to be made by the District for the use and occupancy of the Property pursuant to the Lease Agreement. The District is obligated to pay Lease Payments from any source of legally available funds, and will covenant take such action as may be necessary to include the Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) under the Lease Agreement in its annual budgets and to make the necessary annual appropriations therefor.

Pursuant to the Assignment Agreement, the Corporation will assign to the Trustee, for the benefit of the Registered Owners of the Certificates, substantially all of its rights under the Lease Agreement and Site Lease including its rights to receive and

collect Lease Payments, Prepayments and Reserve Replenishment Rent from the District under the Lease Agreement and rights as may be necessary to enforce payment of Lease Payments, Reserve Replenishment Rent and Prepayments and to exercise all rights and remedies under the Lease Agreement following a default. All rights assigned by the Corporation pursuant to the Assignment Agreement will be administered by the Trustee in accordance with the provisions of the Trust Agreement for the equal and proportionate benefit of all Registered Owners.

By the fifteenth day of each May and November (or if such day is not a business day, the next succeeding business day), the District must pay to the Trustee a Lease Payment (to the extent required under the Lease Agreement) which is equal to the amount necessary to pay the principal, if any, and interest due with respect to the Certificates on the next succeeding Certificate Payment Date.

The District is responsible for repair and maintenance of the Property during the term of the Lease Agreement. The District may at its own expense in good faith contest such taxes, assessments and utility and other charges if certain requirements set forth in the Lease Agreement are satisfied, including obtaining an opinion of counsel that the Property will not be subjected to loss or forfeiture.

In accordance with the Lease Agreement, the District will certify to the Trustee on or before September 1 of each year that the District has included all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) due under the Lease Agreement for the applicable fiscal year covered by its annual budget and the amount so included. If the District fails to certify that it has included all such Lease Payments, Additional Payments and Reserve Replenishment Rent in its annual budget, the Trustee will promptly provide the District written notice specifying that the District has failed to observe and perform its covenant and agreement in the Lease Agreement and requesting that such failure be remedied within 30 days, or such failure shall constitute an Event of Default under the Lease Agreement.

The District's obligation to make Lease Payments will be abated in the event of, and to the extent of, substantial interference with use and possession of the Property arising from damage, destruction, title defect, or taking by eminent domain or condemnation of the Property. Abatement does not constitute a default under the Lease Agreement and the Trustee will not be entitled in such event to pursue remedies against the District. See "SPECIAL RISK FACTORS — Abatement" herein.

Should the District default under the Lease Agreement, the Trustee, as assignee of the Corporation, may terminate the Lease Agreement and re-lease the Property or may continue the Lease Agreement in effect and hold the District liable for all Lease Payments thereunder on an annual basis. So long as it is not in default under its Policy, Insurer will have the right to control the exercise all remedies following an Event of Default by the District. Under no circumstances will the Trustee or Insurer have the right to accelerate Lease Payments. See "SPECIAL RISK FACTORS — No Acceleration Upon Default" and "— Limited Recourse on Default; Insurer Right to Control Remedies" herein.

Lease Payments

Subject to the provisions of the Lease Agreement regarding abatement in the event of loss of use and possession of any portion of the Property (see "SPECIAL RISK FACTORS—Abatement" herein) and prepayment of Lease Payments (see "THE CERTIFICATES—Prepayment Provisions" herein), the District agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Property, the Lease Payments to be due and payable on June 1 and December 1 of each year. Under the Lease Agreement, the District is required to deposit the Lease Payments with the Trustee on May 15 and November 15 of each year, or, if such day is not a business day, the next succeeding business day (each, a "Lease Payment Deposit Date").

Any amounts held in the Lease Payment Fund on any Lease Payment Deposit Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to the Lease Agreement and amounts required for payment of past due principal or interest with respect to any Certificates not presented for payment) will be credited to the payment of Lease Payments due and payable on such Lease Payment Deposit Date.

The Trust Agreement requires that Lease Payments be deposited in the Lease Payment Fund maintained by the Trustee. Pursuant to the Trust Agreement, on each Certificate Payment Date, the Trustee will apply such amounts in the Lease Payment Fund as are necessary to make interest and principal payments, respectively, with respect to the Certificates as the same shall become due and payable.

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease Agreement constitutes a debt or indebtedness of the Corporation, the District, the State or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation.

Lease Payments Schedule

Pursuant to the Lease Agreement, Lease Payments are required to be made on the Lease Payment Deposit Date immediately preceding each Certificate Payment Date. On each Certificate Payment Date, the Trustee will withdraw from the Lease Payment Fund the aggregate amount necessary to make annual principal and semiannual interest payments with respect to the Certificates, as shown in the following table (without regard to prepayment prior to maturity).

Payment Schedule^{*}
2017 Certificates of Participation
Series A Certificates and Series B Certificates

<u>Interest Payment Date</u>	<u>Series A</u>			<u>Series B</u>			<u>Total</u>
	<u>Principal</u>	<u>Interest</u>	<u>Semiannual Debt Service</u>	<u>Principal</u>	<u>Interest</u>	<u>Semiannual Debt Service</u>	
December 1, 2018	\$____	\$____	\$____	\$____	\$____	\$____	\$____
June 1, 2019							
December 1, 2019							
June 1, 2020							
December 1, 2020							
June 1, 2021							
December 1, 2021							
June 1, 2022							
December 1, 2022							
June 1, 2023							
December 1, 2023							
June 1, 2024							
December 1, 2024							
June 1, 2025							
December 1, 2025							
June 1, 2026							
December 1, 2026							
June 1, 2027							
December 1, 2027							
June 1, 2028							
December 1, 2028							
June 1, 2029							
December 1, 2029							
June 1, 2030							
December 1, 2030							
June 1, 2031							
December 1, 2031							
June 1, 2032							
December 1, 2032							
June 1, 2033							
December 1, 2033							
June 1, 2034							
December 1, 2034							
June 1, 2035							
December 1, 2035							
June 1, 2036							
December 1, 2036							
June 1, 2037							
December 1, 2037							
June 1, 2038							
December 1, 2038							
June 1, 2039							
December 1, 2039							
June 1, 2040							
December 1, 2040							
June 1, 2041							
December 1, 2041							
June 1, 2042							
December 1, 2042							
June 1, 2043							
December 1, 2043							
Total	\$____	\$____	\$____	\$____	\$____	\$____	\$____

* Preliminary; subject to adjustment.

Reserve Fund

The Trust Agreement provides that a Reserve Fund will be established for the Certificates and any Additional Certificates in an amount equal to the lesser of (i) the maximum aggregate annual Lease Payments (in any twelve month period ending on December 1) then payable under the Lease Agreement with respect to the Certificates and Additional Certificates, (ii) 125 percent of the average annual aggregate Lease Payments (calculated based on fiscal years) then payable under the Lease Agreement with respect to the Certificates and Additional Certificates, or (iii) 10 percent of the original face amount of the Certificates and Additional Certificates (less original issue discount if in excess of two percent of the stated principal component amount at maturity) (collectively, the “Reserve Requirement”). The full amount available in the Reserve Fund may be used by the Trustee in the event that amounts in the Lease Payment Fund are not sufficient to pay the principal or interest due with respect to the Certificates due to abatement or failure by the District to make Lease Payments.

The Reserve Fund initially will be funded with the Reserve Policy in the amount of \$_____, the initial Reserve Requirement, issued by Insurer upon the closing of the Certificates. Under the Trust Agreement, the Trustee is obligated to draw on the Reserve Policy in the event the amounts held under the Trust Agreement are insufficient to pay the interest and principal represented by the Certificates when due. The amounts available to be drawn under the Reserve Policy will be automatically reduced by the amount of any payment on the Reserve Policy and will be reinstated only to the extent that Reserve Replenishment Rent is paid to Insurer to reimburse it for previous draws together with interest thereon and expenses. See “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT” attached hereto.

Additional Payments

In addition to the Lease Payments, the District will also pay such amounts (“Additional Payments”) as required for the payment of all administrative costs of the Corporation relating to the Property or the Certificates, including without limitation all expenses, compensation and indemnification of the Trustee payable by the District under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its ownership of the Property or undertaking of the transactions contemplated under the Lease Agreement or Trust Agreement, fees of auditors, accountants, attorneys or engineers, any and all amounts due to Insurer under the Trust Agreement (other than amounts paid by Insurer to Registered Owners under the Policy and the Reserve Policy, which are considered Lease Payments or Reserve Replenishment Rent, as applicable), and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates or of the Trust Agreement, including premiums on insurance maintained pursuant to the Lease Agreement or to indemnify the Corporation, the Trustee and their respective employees, officers, agents and directors.

Reserve Replenishment Rent

The District has agreed to pay to the Trustee from its first legally available moneys, after payment of the Lease Payments, amounts sufficient to replace amounts withdrawn from the Reserve Fund in order to pay interest or principal represented by the Certificates (“Reserve Replenishment Rent”); provided, however, that such obligation to pay will only occur if (i) the Lease Payments are not in abatement, and (ii) the amount of the Lease Payments and Additional Payments due in each year is less than the fair market rental value of the Property.

The District’s obligation to fund Reserve Replenishment Rent is subject to the District’s right to pay such Reserve Replenishment Rent over a period of not more than 12 months, in substantially equal monthly payments, in the event of a deficiency from a withdrawal of amounts from the Reserve Fund to pay principal and interest with respect to the Certificates; provided, however, if such payments would cause the sum of the Lease Payments and the Reserve Replenishment Rent to exceed the fair rental value in a fiscal year, then the amount of the Reserve Replenishment Rent will be reduced so that such fair rental value amount is not exceeded and the remainder of the Reserve Replenishment Rent will be paid in equal monthly installments in the subsequent fiscal year until fully paid.

Insurance

Pursuant to the Lease Agreement, the District will obtain an ALTA leasehold title insurance policy (with certain exceptions) on the Property in an amount equal to the aggregate principal component of unpaid Lease Payments. The Lease Agreement also requires that the District maintain rental interruption insurance to insure against loss of Lease Payments from the Property in an amount not less than the maximum remaining scheduled Lease Payments in any future two-year period. The District is obligated to obtain a standard comprehensive general public liability and property damage insurance policy or policies and workers' compensation insurance or to self-insure against such risks as permitted by the Lease Agreement. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS —THE LEASE AGREEMENT—Insurance" attached hereto.

The proceeds of any rental interruption or use and occupancy insurance will be deposited to (i) the Reserve Fund to make up any deficiency therein, and (ii) in the Lease Payment Fund to be credited towards the payment of the Lease Payments in the order in which such Lease Payments become due and payable. The Lease Agreement requires the District to apply the net proceeds of any insurance or condemnation award either to replace or repair the Property or to prepay Certificates if certain certifications with respect to the adequacy of the net proceeds to make repairs, and the timing thereof, cannot be made. The amount of Lease Payments will be abated and Lease Payments due under the Lease Agreement may be reduced during any period in which a title defect, condemnation, material damage or destruction to all or part of the Property substantially interferes with the District's use and possession thereof. See "SPECIAL RISK FACTORS—Abatement" herein.

Remedies on Default

If the District defaults in performance of its obligations under the Lease Agreement, the Trustee, as assignee of the Corporation, may, among other things, elect either (i) to terminate the Lease Agreement and re-enter and re-lease the Property or (ii) without terminating the Lease Agreement enforce the Lease Agreement and hold the District liable for all Lease Payments on an annual basis whether or not it has re-entered and re-leased the Property. So long as Insurer is not in default under the Policy, it will have the right to control all remedies under the Lease Agreement and the Trust Agreement. See "SPECIAL RISK FACTORS—Limited Recourse on Default; Insurer Right to Control Remedies" herein and "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Events of Default and Remedies" attached hereto.

Additional Certificates

Pursuant to the Trust Agreement, the District may cause Additional Certificates to be executed and delivered without the consent of the Registered Owners if certain conditions precedent are satisfied. See "SPECIAL RISK FACTORS—Additional Certificates and Parity Certificates" herein and "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Additional Certificates" attached hereto.

Parity Certificates

Subsequent to the execution and delivery by the Trustee of the Certificates, with the written consent of Insurer, the District may execute and deliver from time to time one or more series of certificates of participation, lease revenue bonds or other indebtedness secured on a parity basis with the Certificates and any Additional Certificates ("Parity Certificates") and evidenced by lease payments ("Parity Lease Payments") to be made under a lease (a "Parity Lease") for the Property, provided that the aggregate principal amount of the Certificates, Additional Certificates and Parity Certificates does not exceed the fair market value of the Property. Pursuant to the Trust Agreement, the District may cause Parity Certificates to be executed and delivered without the consent of the Registered Owners. See "SPECIAL RISK FACTORS—Additional Certificates and Parity Certificates" herein and "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Parity Certificates" attached hereto.

BOND INSURANCE

[To Come]

THE PROPERTY

Pursuant to the Site Lease and the Lease Agreement, respectively, the District will lease the Property to the Corporation and the Corporation will, in turn, lease the Property to the District. See “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE SITE LEASE” and “—THE LEASE AGREEMENT” attached hereto. During the period the Certificates are outstanding, the District will retain title to the Property and all structural additions thereto, and the Corporation will have a leasehold estate in the Property.

The Property consists of the real property (the legal description of which is included in the Lease Agreement) and the improvements located thereon at 25862 Antonio Parkway, Rancho Santa Margarita, California 92688, on which Las Flores Middle School is located. The Property is comprised of 146,274 square feet of school facilities, including 35 buildings, originally constructed in 1998. In fiscal year 2016-17, total enrollment at Las Flores Middle School was approximately 568 students in kindergarten through fifth grade.

The Property has an insured value, exclusive of the value of the land, of \$30,933,000.

PLAN OF FINANCE

The Project

The net proceeds of the Series A Certificates are expected to be used to finance various solar photovoltaic projects of the District, which constitute qualified renewable energy facilities, referred to herein as the Project. The Project is estimated to cost \$____. In the event that costs are higher than estimated, the District intends to use available moneys in the District’s general fund (the “General Fund”) and capital facilities funds to cover the additional costs. The District expects that the Project will be completed on or before _____. The failure of the District to complete the Project within the Expenditure Period will not constitute an Event of Default nor a ground for the diminution, abatement or termination of the obligation of the District to pay Lease Payments when due. However, any amounts remaining from the proceeds of the Series A Certificates on deposit in the Project Fund at the end of the Expenditure Period will be applied to the extraordinary mandatory prepayment of the Certificates. See “THE CERTIFICATES—Prepayment Provisions” herein.

Application and Investment of Certificate Proceeds

Series A Certificates. A portion of the proceeds from the sale of the Series A Certificates will be paid to Insurer for a portion of premiums of the Policy and the Reserve Policy. The remaining proceeds from the sale of the Series A Certificates will be paid to the Trustee who will: (i) deposit a portion of the proceeds into a fund established and maintained for the payment of certain costs of the Project (the “Project Fund”) and (ii) deposit into a fund established with the Trustee proceeds sufficient to pay certain delivery costs of the Certificates (the “Delivery Costs Fund”). The funds deposited into the Project Fund and the Delivery Costs Fund will be accounted for as separate and distinct from all other District funds. The proceeds deposited in the Project Fund will be expended by the District according to the Resolution for the purposes authorized under Tax Code Section 54C.

Series B Certificates. A portion of the proceeds from the sale of the Series B Certificates will be paid to Insurer for a portion of the premiums of the Policy and the Reserve Policy. The remaining proceeds from the sale of the Series B Certificates will be paid to the Trustee who will: (i) deposit into a special fund designated as the “Capistrano Unified School District Capitalized Interest Fund” (the “Capitalized Interest Fund”) proceeds sufficient to pay interest on the Series A Certificates and Series B Certificates through December 1, 2018, and (ii) deposit into the Delivery Costs Fund proceeds sufficient to pay certain delivery costs of the Certificates.

Moneys deposited in the Project Fund, the Delivery Costs Fund and the Capitalized Interest Fund as well as moneys in the Lease Payment Fund and Reserve Fund, will be invested in any one or more investments generally permitted to school districts under the laws of the State. Interest earned on the investment of the moneys in the Project Fund, Lease Payment Fund, the Delivery Costs Fund and the Capitalized Interest Fund will be retained within the respective fund.

Sources and Uses of Funds

The sources and uses of funds in connection with the sale and delivery of the Certificates are set forth in the following schedule.

Sources and Uses of Funds 2017 Certificates of Participation Series A Certificates and Series B Certificates

	Series A Certificates	Series B Certificates	Total
SOURCES OF FUNDS			
Par Amount of the Certificates	\$	\$	\$
Net Original Issue Premium / (Discount)			
TOTAL SOURCES OF FUNDS	\$	\$	\$
USES OF FUNDS			
Deposit to Project Fund	\$	\$	\$
Deposit to Capitalized Interest Fund			
Deposit to Delivery Costs Fund ¹			
Underwriting Discount			
TOTAL USES OF FUNDS	\$	\$	\$

¹Delivery Costs include the fees and expenses of Special Counsel, Corporation Counsel, the Municipal Advisor, the Trustee and the rating agency, the premiums for the Policy and the Reserve Policy, and other costs.

SPECIAL RISK FACTORS

The following factors, which represent major risk factors that have been identified at this time, should be considered along with all other information in this Official Statement by potential investors in evaluating the credit quality of the Certificates. There can be no assurance that other major risk factors do not exist or will not become evident at any future time regarding the credit quality of the Certificates. The discussion below does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect the financial condition of the District, the District's ability to make Lease Payments in the future, the effectiveness of any remedies that the Trustee may have or the circumstances under which Lease Payments may be abated. Furthermore, no representations are made as to the future financial condition of the District. The District is obligated to make Lease Payments from any lawfully available funds of the District, and the ability of the District to make Lease Payments may be adversely affected by the District's financial condition as of any particular time.

Payments Not District Debt

The full faith and credit of the District, the Corporation, the State and other political subdivisions thereof have not been pledged to the payment of the Lease Payments or any other payments due under the Lease Agreement. The District is not obligated to levy any form of taxation to pay Lease Payments. Neither Lease Payments nor the Certificates constitute a debt of the District, the Corporation, the State, or any other political subdivision thereof.

The Lease Payments, Additional Payments and Reserve Replenishment Rent are not secured by any pledge of taxes or other revenues of the District. In the event that the General Fund revenues are less than its total obligations, the District may choose to fund other costs or expenses before making Lease Payments.

The District is obligated under the Lease Agreement to pay Lease Payments from any source of legally available funds (subject to the exceptions under which the Lease Payments may be abated) including from moneys within the General Fund. The General Fund finances the legally authorized activities of the District not provided for by other funds of the District that are restricted to the specific purposes for which those moneys were received. The District will covenant in the Lease Agreement that, for as long as the Property are available for its use, it will make the necessary annual appropriations within its budget for all Lease Payments. See “SPECIAL RISK FACTORS—Abatement” herein.

Abatement

The obligation of the District under the Lease Agreement to pay Lease Payments is in consideration for the use and possession of the Property. The obligation of the District to make Lease Payments (other than to the extent that funds to make Lease Payments are then available in the Lease Payment Fund and the Reserve Fund) may be abated in whole or in part if the District does not have full use and possession of the Property.

The amount of Lease Payments due under the Lease Agreement will be adjusted or abated during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation, there is substantial interference with the use and possession of any portion of the Property. The amount of such abatement will be determined by the District such that the resulting Lease Payments and Additional Payments represent fair consideration for the District’s right to use and possession of the portion of the Property not damaged, destroyed or interfered with as a result of title defect or taking. The Reserve Fund will be funded on the date of execution and delivery of the Certificates with the Reserve Policy, in an amount equal to the initial Reserve Requirement, and amounts available in the Reserve Fund are to be used by the Trustee to make payments in the event Lease Payments received by the Trustee are insufficient to pay principal and interest with respect to the Certificates as such amounts become due.

If damage or destruction, title defect or taking of the Property results in abatement or adjustment of Lease Payments and the resulting Lease Payments, together with moneys in the Reserve Fund, are insufficient to make all payments of principal and interest with respect to the Certificates during the period that the Property is being replaced, repaired or reconstructed, then such payments of principal and interest may not be made, and the only source of funds available to the Trustee or Registered Owners will be any proceeds of rental interruption insurance. Such insurance is required to provide coverage of Lease Payments for up to two years following damage or destruction of the Property with respect to an insured loss. Rental interruption insurance does not cover a loss of use due to uninsured events such as earthquake and flood.

Notwithstanding the provisions of the Lease Agreement and the Trust Agreement specifying the extent of abatement in the event of the District’s failure to have use and possession of the Property, such provisions may be superseded by operation of law and, in such event, the resulting Lease Payments may not be sufficient to pay all of the remaining principal and interest with respect to the Certificates.

Additional Certificates and Parity Certificates

The Trust Agreement permits Additional Certificates and Parity Certificates, both secured on a parity with the Certificates, to be executed and delivered upon compliance with the provisions in the Trust Agreement. In connection with the execution and delivery of any Additional Certificates, the Lease Payments due under the Lease Agreement would be increased. In connection with the issuance of Parity Certificates, the District’s aggregate outstanding indebtedness would be increased. The Certificates and any Additional Certificates will be secured on a parity under the Trust Agreement by Lease Payments and other amounts held in the funds established thereunder, other than the Project Fund. Parity Certificates would be secured on a parity basis with the Certificates and any Additional Certificates from any lawfully available moneys of the District. See “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Additional Certificates” and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Parity Certificates” attached hereto.

Additional Obligations

The District may enter into additional obligations that constitute charges against its general revenues. To the extent that additional obligations are incurred by the District, the funds available to make Lease Payments may be decreased.

Substitution of Property

The Lease Agreement provides that, upon the satisfaction of certain conditions specified therein, the District may substitute other public facilities or real property for all or any portion of the Property and may release a portion of the Property from the Lease Agreement. Although the Lease Agreement requires, among other things, that the Property, as constituted after such substitution or release, have an annual fair rental value at least equal to the maximum Lease Payments payable by the District in any fiscal year, it does not require that such Property have an annual fair rental value equal to the annual fair rental value of the Property at the time of substitution or release. Thus, a portion of the Property could be replaced with less valuable real property, or could be released altogether. Such a replacement or release could have an adverse impact on the security for the Certificates, particularly if an event requiring abatement of Lease Payments were to occur subsequent to such substitution or release. See “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE AGREEMENT—Substitution or Release of the Property” herein.

No Earthquake Insurance or Flood Insurance Coverage

The District is not obligated under the Lease Agreement to procure and maintain, or cause to be procured and maintained, earthquake insurance or flood insurance on the Property for the duration of the Lease Agreement term. Should an earthquake or flood cause damage to the Property such that there results substantial interference with the use and occupancy of the Property, Lease Payments would be abated but the policy of rental interruption insurance would not cover the abatement. See “SPECIAL RISK FACTORS” herein and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE AGREEMENT” attached hereto. The District expects that it would, however, promptly apply for federal disaster aid or State disaster aid, if available, in the event that the Property is damaged or destroyed as a result of an earthquake or flood. Any moneys received as a result of such disaster aid will be used to repair, reconstruct, restore or replace the damaged or destroyed portions of the Property or, at the option of the District, to redeem all outstanding Certificates if such use of such disaster aid is permitted. See “THE CERTIFICATES—Prepayment Provisions” herein. The Property is not in a 100-year flood plain.

Hazardous Substances

Owners and operators of real property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. In addition, State laws impose particular requirements with regard to hazardous substances. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the affected property or adjacent property.

The valuation of the Property did not take into account the possible reduction in marketability and value of the Property by reason of the possible existence of a hazardous substance condition of the parcel. While the District is not aware of any such condition, it is possible that such hazardous substance conditions do currently exist and that the District is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to the Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the Property.

Pension Benefit Liability

Many factors influence the amount of the District’s pension benefit liabilities, including, without limitation, inflationary factors, changes in statutory provisions of STRS and PERS retirement system laws, changes in the level of benefits provided or in the contribution rates of the District, increases or decreases in the number of covered employees, changes in actuarial assumptions or methods (including but not limited to the assumed rate of return), and differences between actual and

anticipated investment experience of STRS and PERS. Any of these factors could give rise to additional liability of the District to its pension plans as a result of which the District would be obligated to make additional payments to its pension plans in order to fully fund the District's obligations to its pension plans.

No Acceleration Upon Default

In the case of an Event of Default as defined in the Lease Agreement, there is no available remedy of acceleration of the total Lease Payments due over the term of the Lease Agreement. The District will only be liable for Lease Payments on an annual basis, and the Trustee would be required to seek a separate judgment each year for that year's Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against school districts in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE AGREEMENT" attached hereto.

Limited Recourse on Default; Insurer Right to Control Remedies

The Lease Agreement and the Trust Agreement provide that the Trustee may take possession of the Property and re-lease it if there is a default by the District and that, in the event such re-leasing occurs, the District would be liable for any resulting deficiency in the Lease Payments. The Lease Agreement provides that the Trustee may have such rights of access to the Property as may be necessary to exercise any remedies. If the Property is determined to be of an essential nature to the District by a court, it is not certain whether such court would permit the exercise of the remedies of repossession and re-leasing of the Property. The Trustee is not empowered to sell the Property for the benefit of the Registered Owners.

Alternatively, the Lease Agreement provides that, following an event of default, the Trustee may terminate the Lease Agreement with respect to the Property and proceed against the District to recover damages pursuant to the Lease Agreement. Any suit for money damages would be subject to limitations on legal remedies against school districts in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest.

The enforceability of the rights and remedies of the Registered Owners, and the obligations incurred by the District, may become subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of servicing a significant and legitimate public purpose.

Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, would subject the Registered Owners to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently entail risks of delay, limitation, or modification of their rights with respect to the Certificates. In a bankruptcy case, a plan of adjustment for the District could be confirmed that would allow for enforcement of the Lease Agreement, but the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants and other terms or provisions of the Lease Agreement and the Certificates may be altered by the bankruptcy court. Such a plan could be confirmed even over the objections of the Trustee and the Registered Owners, and without their consent. In addition, if the Lease Agreement is determined to constitute a "true lease" by the bankruptcy court (rather than a financing lease providing for the extension of credit), the District could choose not to perform under the Lease Agreement and the claim of the Registered Owners could be substantially limited. An allowable claim could be substantially less than the amount of the Certificates outstanding, resulting in the Registered Owners not receiving the full amount of the principal and interest due with respect to the Certificates.

So long as the Policy remains in effect and Insurer is not in default of its obligations thereunder, Insurer shall have the right to control all remedies for default under the Lease Agreement and the Trust Agreement and shall not be required to obtain the consent of the Owners with respect to the exercise of remedies.

Risks Relating to New CREBs

The District must comply with certain requirements of the Tax Code in order for the Series A Certificates to continue to be treated as New CREBs and for the continued receipt by the District of the direct subsidy. The District has covenanted to comply with such requirements. However, a failure by the District or any third party to comply with such requirements may

result in a delay or forfeiture of all or a portion of the subsidy, or the Series A Certificates may cease to be treated as New CREBs. The District makes no representation regarding whether the subsidy will be received at any time or in any given amount. In the event that the Certificates are no longer treated as New CREBs, or the receipt of the subsidy is forfeited or delayed in whole or in part, the District will be required to make all Lease Payments under the Lease Agreement from available District funds.

State Finances

A significant source of unrestricted revenue for the District consists of revenues it receives from the State. This State revenue is utilized by the District in its normal course of operation, including the discharging of obligations, such as will be the case for the payment of Lease Payments. Changes to the prevailing economic conditions within the State or the State's funding priorities could substantially alter the General Fund revenues available to the District in any fiscal year. The District cannot predict whether such changes may occur or how such changes may affect the District's finances. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES" and "FUNDING OF PUBLIC EDUCATION IN THE STATE" herein.

THE CORPORATION

The Corporation is a nonprofit public benefit corporation duly organized in 1997 at the request of the District and existing under the laws of the State and entitled, by virtue of its articles of incorporation and bylaws, to provide financial assistance to the District by financing and refinancing the acquisition of real property and construction and the acquisition of facilities and improvements. The Corporation is not capitalized and has no assets. The Corporation has no liability to the owners of the Certificates.

THE DISTRICT

General Information

The District, established in 1965, occupies approximately 195 square miles in the southern portion of the County. The District serves a population of approximately 361,150 people residing in all or parts of the cities of Aliso Viejo, Dana Point, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, and the communities of Coto de Caza, Dove Canyon, Ladera Ranch, Las Flores, Sendero/Rancho Mission Viejo, and Wagon Wheel. The District provides education to approximately 47,500 students in transitional kindergarten through twelfth grade as well as additional students in preschool and adult education. The District operates 59 schools / programs, including 33 elementary schools serving students in kindergarten through fifth grade, 14 of which also offer transitional kindergarten programs; two elementary / middle schools serving students in kindergarten through eighth grade, 10 middle schools serving students in sixth through eighth grade, six comprehensive high schools serving students in ninth through twelfth grade and eight alternative schools / programs.

The District Board of Trustees and Key Administrative Personnel

The District Board governs all activities related to public education within the jurisdiction of the District. The District Board has decision-making authority, the power to designate management, the responsibility to significantly influence operations and is accountable for all fiscal matters relating to the District.

The District Board consists of seven members. Each District Board member is elected by the public for a four-year term of office. Elections for the District Board are held every two years, alternating between three and four positions available. A president of the District Board is elected by members each year.

The current members of the District Board, together with their office and the date their term expires, are set forth in the following table.

**District Board of Trustees
Capistrano Unified School District**

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Martha McNicholas	President	December 2018
Gila Jones	Vice President	December 2018
Patricia Holloway	Clerk	December 2020
Judy Bullockus ¹	Member	December 2018
Amy Hanacek	Member	December 2020
Dr. Gary Pritchard	Member	December 2020
Jim Reardon	Member	December 2020

¹Appointed in June 2017 to fill the seat of an outgoing Board member.

The Superintendent of the District is appointed by and reports to the District Board. The Superintendent is responsible for managing the District's day-to-day operations and supervising the work of other key District administrators. The current members of the District's administration and positions held are set forth on page "iv" of this Official Statement.

Enrollment

Student enrollment determines to a large extent the amount of funding a State public school district receives for program, facilities and staff needs. Average daily attendance ("ADA") is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. Enrollment can fluctuate due to factors such as population growth, competition from private, parochial, and public charter schools, inter-district transfers in or out, and other causes. Losses in enrollment will cause a school district to lose operating revenues, without necessarily permitting the school district to make adjustments in fixed operating costs. The ADA as of the last day of the last full attendance month concluding prior to April 15 ("P-2 ADA") is used by the State as the basis for State apportionments.

Set forth in the following table is the historical and projected P-2 ADA for the District (excluding District-funded Orange County Department of Education program ADA).

**Average Daily Attendance
Capistrano Unified School District**

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17¹</u>	<u>2017-18²</u>
Total P-2 ADA	48,354	47,933	47,235	46,477	45,665

¹Unaudited.

²Budgeted.

Charter Schools

There are six charter schools operating in the District, all of which are directly funded by the State and fiscally independent of the District: Capistrano Connections Academy Charter, serving approximately 3,336 students in kindergarten through twelfth grade in fiscal year 2016-17; Community Roots Academy, serving approximately 631 students in kindergarten through eighth grade in fiscal year 2016-17; Journey Charter School, serving approximately 470 students in kindergarten through eighth grade in fiscal year 2016-17; Opportunities for Learning Public Charter School, serving approximately 104 students in seventh through twelfth grade in fiscal year 2016-17; Orange County Academy of Sciences and Arts, serving approximately 256

students in kindergarten through sixth grade in fiscal year 2016-17; and Oxford Preparatory Academy Charter, serving approximately 816 students in transitional kindergarten through eighth grade in fiscal year 2016-17.

Charter schools can adversely affect school district funding, either by reducing funded enrollment at the school district or, for basic aid districts, by increasing the in-lieu property tax transfer. However, certain per-pupil expenditures of a school district also decrease based upon the number of students enrolled in charter schools. Pursuant to Proposition 39, school districts are required to provide facilities reasonably equivalent to those provided to regular district students for charter schools having a projected average daily attendance of at least 80 or more students from that district.

Employee Relations

State law provides that employees of public school districts of the State are to be divided into appropriate bargaining units which then may be represented by an exclusive bargaining agent. The District has three recognized bargaining agents for its employees. The Capistrano Unified Education Association (“CUEA”) represents certain non-management certificated staff. The California Employees Association, Chapter #224 (“CSEA #224”) and Teamsters Local 952 (“Teamsters 952”) represent the District’s classified non-management employees.

Set forth in the following table are the District’s bargaining units, number of full-time equivalents (“FTEs”) budgeted for fiscal year 2017-18, and contract status.

**Bargaining Units, Number of Employees and Contract Status
Capistrano Unified School District**

<u>Bargaining Unit</u>	<u>Full-Time Equivalents</u>	<u>Contract Status</u>
CUEA	2,147	Unsettled for fiscal years 2016-17 and 2017-18
CSEA #224	—	Unsettled for fiscal years 2016-17 and 2017-18
Teamsters 952	—	Unsettled for fiscal years 2016-17 and 2017-18

Contract negotiations between the District and CUEA for fiscal years 2016-17 and 2017-18 reached an impasse in June 2017, and a mediator from the Public Employment Relations Board (“PERB”) was assigned to help resolve the negotiations. After three rounds of mediation ending in October 2017, an agreement was not reached, and the mediator stated that the negotiations would proceed to fact-finding. As part of the fact-finding process, a three-person panel reviews the arguments and proposals from both the District and CUEA. The panel is comprised of one member selected by the District, one member selected by CUEA and a third member appointed by PERB or mutually-agreed upon by the District and CUEA. Following a mandated process, the panel will prepare a report that contains findings of fact and advisory recommendations. If the fact-finding process does not result in an agreement, the District would be able to impose its last, best and final offer, and CUEA employees would maintain the right to strike. Negotiations with CSEA #224 and Teamsters 952 for fiscal years 2016-17 and 2017-18 are expected to follow completion of negotiations with CUEA.

The District has an additional 213 FTEs not represented by a bargaining unit budgeted for fiscal year 2017-18.

Pension Plans

All full-time employees of the District, as well as certain part-time employees, are eligible to participate under defined benefit retirement plans maintained by agencies of the State. Qualified certificated employees are eligible to participate in the cost-sharing multiple-employer State Teachers’ Retirement System (“STRS”). Qualified classified employees are eligible to participate in the agent multiple-employer Public Employees’ Retirement Fund of the Public Employees’ Retirement System (“PERS”), which acts as a common investment and administrative agent for participating public entities within the State.

The District accounts for its pension costs and obligations pursuant to *Governmental Accounting Standards Board* (“GASB”) *Statement No. 67, Financial Reporting for Pension Plans* (“GASB 67”) and *Statement No. 68, Accounting and Financial Reporting for Pensions* (“GASB 68”) which replaced GASB Statements Nos. 25 and 27, respectively. GASB 68 requires an

employer that provides a defined benefit pension, such as the District, to recognize and report its long-term obligation for pension benefits as a liability as it is earned by employees. The District implemented the new reporting standards as reflected in the District's financial statements for fiscal year 2014-15. See "APPENDIX B—THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDED JUNE 30, 2016" attached hereto.

STRS—Description and Contributions. STRS operates under the California Education Code (the "Education Code") sections commonly known as the State Teachers' Retirement Law. Membership is mandatory for all certificated employees of State public schools meeting the eligibility requirements. STRS provides retirement, disability and death benefits based on an employee's years of service, age and final compensation. Employees vest after five years of service and may receive early retirement benefits as early as age 50 or normal retirement either at age 60 or 62 depending on their hire date. Except as required for employees hired after January 1, 2013, STRS employee contribution rates are established by the State Legislature. The fiscal year 2016-17 contribution requirement for active plan members with an enrollment date prior to January 1, 2013 is 10.25 percent of salary. For active plan members with an enrollment date on or after January 1, 2013, the employee contribution rate is at least 50 percent of the total annual normal cost of their pension benefit each year as determined by an actuary (9.205 percent in fiscal year 2016-17). Because STRS contribution rates are established by statute, unlike typical defined benefit programs, the District's contribution rate does not vary annually to make up funding shortfalls or assess credits based on actuarial determinations.

State Assembly Bill 1469, signed into law as part of the fiscal year 2014-15 State budget (the "2014-15 State Budget"), established a plan to eliminate the unfunded STRS liability over a period of approximately 30 years through a combination of State funding and increased school district and employee payments. Employee contributions increase to 10.25 percent of pay by fiscal year 2016-17, employer contributions increase to 19.1 percent of eligible pay by fiscal year 2020-21, and State contributions increase by 4.311 percent by fiscal year 2016-17.

The District's actual STRS contributions for fiscal years 2011-12 through 2015-16, unaudited contributions for fiscal year 2016-17 and budgeted contributions for fiscal year 2017-18 are set forth in the following table.

**STRS Employer Contributions
Capistrano Unified School District**

<u>Fiscal Year</u>	<u>District Contribution Rate</u>	<u>District Contributions¹</u>	<u>Total District Governmental Funds Expenditures</u>	<u>District Contributions as Percentage of Total Governmental Funds Expenditures</u>
2011-12	8.25%	\$16,147,369	\$430,465,568	3.75%
2012-13	8.25	14,727,500	397,875,053	3.70
2013-14	8.25	15,679,891	419,950,970	3.73
2014-15	8.88	17,782,182	445,243,205	3.99
2015-16	10.73	23,450,408	498,997,767	4.70
2016-17 ²	12.58	44,570,484 ³	499,074,717	8.93
2017-18 ⁴	14.43	50,151,821 ⁵	525,929,224	9.54

¹In each instance equal to 100 percent of the required contribution.

²Unaudited.

³Includes State on-behalf payment of \$_____. Excluding the State on-behalf payment would reduce the District contribution as percentage of total governmental funds expenditures in fiscal year 2016-17 to ____ percent.

⁴Projected as of the fiscal year 2017-18 adopted budget.

⁵Includes State on-behalf payment of \$_____. Excluding the State on-behalf payment would reduce the District contribution as percentage of total governmental funds expenditures in fiscal year 2017-18 to ____ percent.

PERS—Description and Contributions. All full-time classified employees of the District as well as certain part-time classified employees participate in PERS, which provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries based on an employee's years of service, age and final compensation. Employees hired before January 1, 2013 fully vest after five years of service and may receive retirement benefits at age 50; employees hired after that date fully vest at age 52. These benefit provisions and all other requirements are established by State statute and District resolution. Active plan members with an enrollment date prior to January 1, 2013 are required to contribute seven percent of their salary, while active plan members with an enrollment date on or after January 1, 2013 are required to

contribute the greater of 50 percent of normal costs or six percent of their salary. The District is required to pay an actuarially determined rate.

The District's actual PERS contributions for fiscal years 2011-12 through 2016-17 and budgeted contributions for fiscal year 2017-18 are set forth in the following table.

**PERS Employer Contributions
Capistrano Unified School District**

<u>Fiscal Year</u>	<u>District Contribution Rate</u>	<u>District Contributions¹</u>	<u>Total District Governmental Funds Expenditures</u>	<u>District Contributions as Percentage of Total Governmental Funds Expenditures</u>
2011-12	10.923%	\$5,661,881	\$430,465,568	1.32%
2012-13	11.417	5,642,008	397,875,053	1.42
2013-14	11.442	5,654,959	419,950,970	1.35
2014-15	11.771	6,198,896	445,243,205	1.39
2015-16	11.847	7,048,597	498,997,767	1.41
2016-17 ²	13.888	8,518,639	499,074,717	1.71
2017-18 ³	15.531	9,874,347	525,929,224	1.88

¹In each instance equal to 100 percent of the required contribution.

²Unaudited.

³Projected as of the fiscal year 2017-18 adopted budget.

Unfunded Liabilities and Pension Expense Reporting. Both STRS and PERS have substantial statewide, unfunded liabilities. The amount of these liabilities will vary depending on actuarial assumptions, returns on investment, salary scales and participant contributions. The actuarial funding method used in the STRS actuarial valuation as of June 30, 2016 is the entry age normal cost method, and assumes, among other things, a 7.25 percent investment rate of return, 7.25 percent interest on member accounts, projected 2.75 percent inflation, and projected payroll growth of 3.5 percent. Beginning in 2017, a 7.0 percent investment rate of return will be used for the STRS actuarial valuation.

The following table shows the statewide funding progress of the STRS plan for the previous six years.

**Funding Progress
California State Teachers' Retirement System (STRS)¹**

<u>Actuarial Valuation Date as of June 30</u>	<u>Actuarial Value of Plan Assets</u>	<u>Actuarial Accrued Liability</u>	<u>Total Unfunded Actuarial Liability</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>Unfunded Liability as a Percentage of Payroll</u>
2011	\$143,930	\$208,405	\$64,475	69%	\$26,592	242%
2012	144,232	215,189	70,957	67	26,404	269
2013	148,614	222,281	73,667	67	26,483	278
2014	158,495	231,213	72,718	69	26,398	275
2015	165,553	241,753	76,200	69	28,640	266
2016	169,976	266,704	96,728	64	n/a	n/a

¹Dollars in millions.

Source: California State Teachers' Retirement System, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016; California State Teachers' Retirement System, Defined Benefit Program Actuarial Valuation for Fiscal Year Ended June 30, 2016.

Pursuant to Government Code Section 20840 *et seq.*, PERS is authorized to create risk pools for public agencies, combining assets and liabilities across employers in large risk-sharing pools to help reduce the large fluctuations in the employer's contribution rate caused by unexpected demographic events. The "Schools Pool" provides identical retirement benefits to nearly all classified school employees in the State. The actuarial funding method used in the PERS Schools Pool actuarial valuation as of June 30, 2015 is the individual entry age normal cost method, and assumes, among other things, a 7.5 percent investment rate of return and projected 2.75 percent inflation; projected payroll growth varies by entry age and service.

The following table shows the statewide funding progress of the PERS plan for the past six years. Actuarial valuation as of June 30, 2016 is not yet available.

**Funding Progress
Public Employees' Retirement System (PERS) Schools Pool¹**

<u>Actuarial Valuation Date as of June 30</u>	<u>Market Value of Plan Assets</u>	<u>Actuarial Accrued Liability</u>	<u>Total Unfunded Actuarial Liability</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>Unfunded Liability as a Percentage of Payroll</u>
2010	\$38,435	\$55,307	\$16,872	70%	\$11,283	150%
2011	45,901	58,358	12,457	79	10,540	118
2012	44,854	59,439	14,585	76	10,242	142
2013	49,482	61,487	12,005	81	10,424	115
2014	56,838	65,600	8,761	87	11,294	78
2015	56,814	73,325	16,510	78	12,098	136

¹Dollars in millions.

Source: California Public Employees' Retirement System, Schools Pool Actuarial Valuation as of June 30, 2015.

For the year ended June 30, 2016 the District's combined recognized pension expense was \$32,084,069. The District's total net pension liability as of June 30, 2016 was \$370,721,675.

The District's recognized pension expenses and net pension liability as reported financial statements for fiscal years 2014-15, the first year for which the data was provided, and 2015-16 are set forth in the following tables.

**Proportionate Share of the Net Pension Liability—STRS
Capistrano Unified School District**

<u>Fiscal Year</u>	<u>Proportion of Net Pension Liability¹</u>	<u>Proportionate Share of Net Pension Liability¹</u>	<u>Covered Employee Payroll</u>	<u>Proportionate Share of Net Pension Liability as Percentage of Covered Employee Payroll</u>	<u>Fiduciary Net Position as Percentage of Total Pension Liability</u>
2014-15	0.4236%	\$247,568,061	\$190,051,460	130.26%	77%
2015-16	0.4442	299,046,251	203,198,773	147.17	74

¹Excludes State's proportionate share of the net pension liability associated with the District.

**Proportionate Share of the Net Pension Liability—PERS
Capistrano Unified School District**

<u>Fiscal Year</u>	<u>Proportion of Net Pension Liability</u>	<u>Proportionate Share of Net Pension Liability</u>	<u>Covered Employee Payroll</u>	<u>Proportionate Share of Net Pension Liability as Percentage of Covered Employee Payroll</u>	<u>Fiduciary Net Position as Percentage of Total Pension Liability</u>
2014-15	0.4712%	\$53,496,722	\$49,422,822	108.24%	83%
2015-16	0.4863	71,675,424	53,396,092	134.23	79

The District is unable to predict the future amount of State pension liabilities and the amount of required District contributions. Pension plan, annual contribution requirements and liabilities are more fully described in “APPENDIX B—THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDED JUNE 30, 2016” attached hereto.

Other Postemployment Benefits (OPEB)

In addition to the pension benefits described above, the District provides postemployment health care benefits (known as “other postemployment benefits,” or “OPEB”) to retirees meeting certain eligibility requirements through the Postemployment Benefits Plan (the “PBP”), a single-employer defined benefit healthcare plan administered by the District. The PBP provides medical and dental insurance benefits to eligible retirees and their spouses. Eligible retirees are those individuals who retired on or after attaining the age of 53 for classified retirees or 55 for certificated retirees and have at least 10 years of service with the District. Benefits continue for these retirees until they reach the age of 65. As of June 30, 2016, 284 retirees and beneficiaries were receiving benefits through the PBP.

The contribution requirements of plan members and the District are established and may be amended by the District and CUEA, CSEA #224, and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually through the agreements between the District, CUEA, CSEA #224 and the unrepresented groups. For fiscal year 2015-16, the District contributed \$3,016,717 to the PBP, all of which was used for current premiums (approximately 79 percent of total premiums). PBP members receiving benefits contributed \$806,290, or approximately 21 percent of the total premiums. The District contributed \$2,958,913 (unaudited) to the PBP in fiscal year 2016-17 and budgets contributing \$2,997,567 to the PBP in fiscal year 2017-18.

Governmental Accounting Standards Board Statement No. 45, Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions (“GASB 45”) requires public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits, in order to quantify a government agency’s current liability for future benefit payments. GASB 45 is directed at quantifying and disclosing OPEB obligations, and does not impose any requirement on public agencies to fund such obligations.

The District completed an actuarial study assessing the PBP’s OPEB liability as of July 1, 2015. Based on the study, the PBP’s actuarial accrued liability (the “AAL”), which can also be considered to be the present value of all benefits earned to date assuming that an employee accrues retiree healthcare benefits ratably over his career, was \$52,818,201. The AAL is an actuarial estimate that depends on a variety of assumptions about future events, such as health care costs and beneficiary mortality. Every year, active employees earn additional future benefits, an amount known as the “normal cost,” which is added to the AAL. To the extent that the PBP has not set aside moneys in an irrevocable trust with which to pay these accrued and accruing future liabilities, there is an unfunded actuarial accrued liability (“UAAL”). As of July 1, 2015, an irrevocable trust to fund its future obligations had not been established; as a result, the PBP’s UAAL was \$52,818,201. While an irrevocable trust to fund its future obligations has not been established, the District has established a special fund to pay future OPEB, the Special Reserve Fund for Postemployment Benefits. As of June 30, 2017, the balance in the Special Reserve Fund for Postemployment Benefits was \$79,958.

The annual required contribution (“ARC”) is the amount required if the PBP were to fund each year’s normal cost plus an annual amortization of the unfunded actuarial accrued liability, assuming the UAAL will be fully funded over a 30-year period. If the amount budgeted and funded in any year is less than the ARC, the difference reflects the amount by which the UAAL is growing. The actuarial study calculated the ARC to be \$6,192,662 in fiscal year 2015-16. See “APPENDIX A—

THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDED JUNE 30, 2016” for additional information regarding the District’s OPEB.

DISTRICT FINANCIAL INFORMATION

Accounting Practices

The District accounts for its financial transactions in accordance with the policies and procedures of the State Department of Education’s *California School Accounting Manual*, which, pursuant to Education Code Section 41010, is to be followed by all school districts in the State. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants.

The District’s financial statements consist of government-wide statements and fund-based financial statements. Government-wide statements, consisting of a statement of net assets and a statement of activities, report all the assets, liabilities, revenue and expenses of the District and are accounted for using the economic resources measurement focus and accrual basis of accounting. The fund-based financial statements consist of a series of statements that provide information about the District’s major and non-major funds. Governmental funds, including the General Fund, special revenues funds, capital project funds and debt service funds, are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available, while expenditures are recognized in the period in which the liability is incurred, if measurable. Proprietary funds and fiduciary funds are accounted for using the economic resources measurement focus and accrual basis of accounting. See “NOTE 1” in “APPENDIX B” attached hereto for a further discussion of applicable accounting policies.

The independent auditor for the District in fiscal year 2015-16 was Vavrinek, Trine, Day & Co, LLP, Fresno, California (the “Auditor”). The financial statements of the District as of and for the year ended June 30, 2016, are set forth in “APPENDIX B” attached hereto. The District has not requested nor did the District obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. The Auditor has not been engaged to perform and has not performed, since the date of its report attached hereto, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement.

Budget and Financial Reporting Process

The General Fund finances the legally authorized activities of the District for which restricted funds are not provided. General Fund revenues are derived from such sources as federal and State school apportionments, taxes, use of money and property, and aid from other governmental agencies.

The District is required by provisions of the Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed revenues plus the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting format for all school districts.

The fiscal year for all State school districts is July 1 to June 30. The same calendar applies to county offices of education, although their budgets and reports are reviewed by the State Superintendent of Public Instruction (the “State Superintendent”). Because most school districts depend on State funds for a substantial portion of revenue, the State budget is an extremely important input in the school district budget preparation process. However, there is very close timing between final approval of the State budget (legally required by June 15), the adoption of the associated school finance legislation, and the adoption of local school district budgets. In some years, the State budget is not approved by the legal deadline which forces school districts to begin the new fiscal year with only estimates of the amount of funding they will actually receive.

The school district budgeting process involves continuous planning and evaluation. Within the deadlines, school districts work out their own schedules for considering whether or not to hire or replace staff, negotiating contracts with all employees, reviewing programs, and assessing the need to repair existing or acquire new facilities. Decisions depend on the critical estimates of enrollment, fixed costs, commitments in contracts with employees as well as best guesses about how much money will be available for elementary and secondary education. The timing of some decisions is forced by legal deadlines. For example, preliminary layoff notices to teachers must be delivered in March, with final notices in May. This necessitates

projecting enrollments and determining staffing needs long before a school district will know either its final financial position for the current year or its revenue for the next year.

School districts must adopt an annual budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. The governing board of the school district must not adopt a budget before the governing board adopts a local control and accountability plan (the "LCAP") for that budget year. See "FUNDING OF PUBLIC EDUCATION IN THE STATE" herein.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the school district to meet its current obligations, will determine if the budget is consistent with a financial plan that will enable the school district to meet its multi-year financial commitments, and will determine if the budget ensures the fiscal solvency and accountability for the goals outlined in the LCAP. On or before September 15, the county superintendent will approve or disapprove the adopted budget for each school district within its jurisdiction based on these standards. The school district board must be notified by September 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than September 20. Any recommendations made by the county superintendent must be made available by the school district for public inspection. The law does not provide for conditional approvals; budgets must be either approved or disapproved. No later than October 22, the county superintendent must notify the State Superintendent of all school districts whose budget may be disapproved, and no later than November 8, the county superintendent must notify the State Superintendent of all school district budgets that have been disapproved or budget committees waived.

For school districts whose budgets have been disapproved, the school district must revise and readopt its budget by October 8, reflecting changes in projected income and expense since July 1, and responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final school district budgets and not later than November 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a school district's budget is approved, the school district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Under the provisions of State Assembly Bill 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent two fiscal years. Each school district is required by the Education Code to file two interim reports each year—the first report for the period ending October 31 by not later than December 15, and the second report for the period ending January 31 by not later than March 15. Each interim report shows fiscal year-to-date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or subsequent two fiscal years. If either the first or second interim report is not positive, the county superintendent may require the school district to provide a third interim report by June 1 covering the period ending April 30. If not required, a third interim report is generally not prepared (though may be at the election of the school district).

The county superintendent must annually present a report to the governing board of the school district and the State Superintendent of Public Instruction regarding the fiscal solvency of any school district with a disapproved budget, qualified interim certification, or negative interim certification, or that is determined at any time to be in a position of fiscal uncertainty, pursuant to Education Code Section 42127.6. Any school district with a qualified or negative certification must allow the county office of education at least 10 working days to review and comment on any proposed agreement made between its bargaining units and the school district before it is ratified by the school district board (or the state administrator). The county superintendent will notify the school district, the county board of education, the school district governing board and the school district superintendent (or the state administrator), and each parent and teacher organization of the school district within those 10 days if, in his or her opinion, the agreement would endanger the fiscal well-being of the school district. Also, pursuant to Education Code Section 42133, a school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or the next succeeding fiscal year, non-voter approved debt unless the county superintendent of schools determines that the repayment of that debt by the school district is probable.

The filing status of the District's interim reports for the past five years appears in the following table.

**Certifications of Interim Financial Reports
Capistrano Unified School District**

<u>Fiscal Year</u>	<u>First Interim</u>	<u>Second Interim</u>
2012-13	Qualified	Qualified
2013-14	Qualified	Positive
2014-15	Positive	Positive
2015-16	Positive	Positive
2016-17	Positive	Positive

Financial Statements

Figures presented in summarized form herein have been gathered from the District's financial statements. The audited financial statements of the District for the fiscal year ending June 30, 2016, have been included in "APPENDIX B" attached hereto. Audited financial statements and other financial reports for prior fiscal years are on file with the District and available for public inspection during normal business hours. Copies of financial statements relating to any year are available to prospective investors and or their representatives upon request by contacting Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, telephone (949) 234-9200, Attention: Deputy Superintendent, Business and Support Services, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

The following table sets forth the District's audited General Fund balance sheet data for fiscal years 2012-13 through 2015-16.

**General Fund Balance Sheet
Capistrano Unified School District**

	2012-13 <u>Audited</u>	2013-14 <u>Audited</u>	2014-15 <u>Audited</u>	2015-16 <u>Audited</u>
ASSETS				
Deposits and Investments	\$30,697,045	\$29,102,085	\$44,289,714	\$57,181,799
Receivables	31,601,839	34,870,024	18,618,468	30,268,446
Due from Other Funds	595,109	544,638	891,475	605,070
Prepaid Expenditures	8,382	192,784	20,828	455,655
Stores Inventories	<u>104,455</u>	<u>94,214</u>	<u>137,654</u>	<u>139,546</u>
TOTAL ASSETS	\$63,006,830	\$64,803,745	\$63,958,139	\$88,650,516
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts Payable	\$22,904,925	\$27,046,170	\$24,981,125	\$24,058,300
Due to Other Funds	528,355	848,188	3,087,666	1,780,327
Current Loans	15,000,000	0	0	0
Unearned Revenue	<u>235,026</u>	<u>63,501</u>	<u>863,462</u>	<u>842,789</u>
TOTAL LIABILITIES	\$38,668,306	\$27,957,859	\$28,932,253	\$26,681,416
FUND BALANCES				
Nonspendable	\$287,837	\$461,998	\$333,482	\$770,201
Restricted	6,076,172	14,569,301	7,747,917	12,939,854
Assigned	5,639,810	6,458,594	13,904,141	23,152,559
Unassigned	<u>12,334,705</u>	<u>15,355,993</u>	<u>13,040,346</u>	<u>25,106,486</u>
TOTAL FUND BALANCES	\$24,338,524	\$36,845,886	\$35,025,886	\$61,969,100
TOTAL LIABILITIES AND FUND BALANCES	\$63,006,830	\$64,803,745	\$63,958,139	\$88,650,516

The following table sets forth the District's audited General Fund activity for fiscal years 2013-14 through 2015-16, unaudited activity for fiscal year 2016-17 and budgeted activity for fiscal year 2017-18.

General Fund Activity¹
Capistrano Unified School District

	2013-14 <u>Audited</u>	2014-15 <u>Audited</u>	2015-16 <u>Audited</u>	2016-17 <u>Unaudited</u>	2017-18 <u>Budgeted</u>
BEGINNING BALANCE	\$24,338,524	\$36,845,886	\$35,025,886	\$61,969,100	\$76,630,462
Balance, Adult Education Fund ¹	n/a	n/a	n/a	0	0
Balance, Deferred Maintenance Fund ¹	n/a	n/a	n/a	(2,007,567)	(1,809,648)
Balance, Special Reserve for OPEB ¹	n/a	n/a	n/a	(79,315)	(79,958)
ADJUSTED BEGINNING BALANCE	\$24,338,524	\$36,845,886	\$35,025,886	\$59,882,217	\$74,740,856
REVENUES					
Revenue Limit / LCFF	\$308,800,663	\$337,689,119	\$371,953,222	\$381,598,559	\$385,131,884
Federal Revenue	17,002,692	17,393,147	18,216,709	17,132,192	16,765,704
Other State Revenues	62,847,211	52,102,238	87,628,083	74,552,609	63,726,888
Other Local Revenues	<u>7,523,848</u>	<u>8,470,883</u>	<u>10,485,301</u>	<u>8,372,588</u>	<u>4,960,863</u>
TOTAL REVENUES	\$396,174,414	\$415,655,387	\$488,283,315	\$481,655,948	\$470,585,340
EXPENDITURES					
Certificated Salaries	\$188,422,539	\$201,467,689	\$219,546,954	\$215,158,478	\$214,498,795
Classified Salaries	54,747,933	59,873,215	66,997,357	68,632,090	68,174,112
Employee Benefits	85,110,966	88,163,157	99,279,403	109,354,702	114,889,402
Books and Supplies	10,409,111	11,088,253	18,299,009	14,662,994	21,434,108
Services/Other Oper. Exp.	32,820,379	37,030,958	41,352,163	42,601,284	45,037,030
Capital Outlay	156,392	6,296,055	4,717,117	4,180,460	8,769,495
Other Outgo	<u>11,999,732</u>	<u>13,056,060</u>	<u>10,648,098</u>	<u>12,191,933</u>	<u>13,704,410</u>
TOTAL EXPENDITURES	\$383,667,052	\$416,975,387	\$460,840,101	\$466,781,941	\$486,507,352
OTHER FINANCING SOURCES	\$0	(\$500,000)	(\$500,000)	(\$15,368)	\$0
NET INCREASE (DECREASE)	\$12,507,362	(\$1,820,000)	\$26,943,214	\$14,858,639	(\$15,922,012)
ENDING BALANCE	\$36,845,886	\$35,025,886	\$61,969,100	\$74,740,856	\$58,818,844
Balance, Adult Education Fund ¹	n/a	n/a	n/a	0	0
Balance, Deferred Maintenance Fund ¹	n/a	n/a	n/a	\$1,809,648	\$1,809,648
Balance, Special Reserve for OPEB ¹	n/a	n/a	n/a	<u>\$79,958</u>	<u>\$80,758</u>
ENDING BALANCE, GAAP BASIS	\$36,845,886	\$35,025,886	\$61,969,100	\$76,630,462	\$60,709,250

¹The District has implemented *Government Accounting Standard Board Statement No. 54, Fund Balance Reporting and Government Type Definitions* ("GASB 54"), the effect of which was to reclassify and restate the District's Adult Education Fund, Deferred Maintenance Fund and Special Reserve Fund for Postemployment Benefits within the General Fund. However, the District's internal reporting, including the fiscal year 2016-17 unaudited actuals and 2017-18 budget, does not reflect the implementation of GASB 54.

Totals may not foot due to rounding.

Revenues

The District categorizes its General Fund revenues into four primary sources: revenue limit / LCFF sources, federal revenues, other State revenues and other local revenues.

Revenue Limit / Local Control Funding Formula (LCFF). For nearly half a century, State school districts operated under general purpose revenue limit funding based on a district's average daily student attendance, much of which was restricted by category as to how each dollar could be spent. Revenue limit funding was calculated by multiplying a school district's ADA (using the greater of the current or prior year P-2 ADA) by the school district's revenue limit funding per ADA, with certain adjustments.

In landmark legislation effective fiscal year 2013-14, the State introduced a new formula, the local control funding formula ("LCFF"), to be phased in through fiscal year 2020-21. LCFF consolidates most categorical programs in order to give school districts more control over how to spend their revenues. At full implementation of LCFF, school districts will receive a uniform base grant per student based on grade span, a supplemental grant based on an unduplicated count of the targeted disadvantaged students ("unduplicated students") in the school district, and an additional concentration grant based on the number of unduplicated students in the school district above 55 percent, with qualifying schools receiving an additional necessary small school allowance. Approximately 23.28 percent of the District's students were unduplicated students for fiscal year 2016-17 based on P-2 ADA. The base, supplemental, and concentration grant amounts per student were set in fiscal year 2012-13 and are subject to cost-of-living adjustments thereafter. School districts that would otherwise receive less funding at full implementation of LCFF than they did under the revenue-limit system are also guaranteed an additional Economic Recovery Target ("ERT") grant to restore funding to at or above their pre-recession funding, adjusted for inflation. The ERT add-on is paid incrementally over the LCFF implementation period. In fiscal year 2016-17, the District's LCFF funding at full implementation was calculated to be \$400,410,183, comprised of \$378,217,565 in base grant funding, \$17,609,810 in supplemental grant funding, and \$4,582,808 in add-on funding. See "FUNDING OF PUBLIC EDUCATION IN THE STATE—Sources of Revenue for Public Education" herein.

To calculate LCFF funding during the phase-in period, school districts calculate their "funding gap," the difference between LCFF funding calculated at full implementation and their "funding floor," an amount based on fiscal year 2012-13 funding levels under the revenue limit system adjusted for prior LCFF phase-in adjustments. School districts receive their funding floor plus a percentage of their funding gap as specified in the State budget. In fiscal year 2016-17, the State budgeted funding 55 percent of the remaining funding gap. In fiscal year 2016-17, the District received \$366,912,870 as its floor entitlement and \$18,784,221 in gap funding under LCFF. See "FUNDING OF PUBLIC EDUCATION IN THE STATE" herein for more information about LCFF.

Set forth in the following table is the District's funded ADA by grade span and the percentage of unduplicated student enrollment for fiscal years 2013-14 through 2017-18.

**Funded ADA and Unduplicated Student Enrollment Percentage
Capistrano Unified School District**

Fiscal Year	P-2 ADA Grades TK-3 ¹	P-2 ADA Grades 4-6 ¹	P-2 ADA Grades 7-8 ¹	P-2 ADA Grades 9-12 ¹	Total P-2 ADA ¹	Unduplicated Student Enrollment Percentage ¹
2013-14	14,025.90	11,339.85	7,836.35	16,021.36	49,223.46	23.98
2014-15	13,880.06	11,162.80	7,830.26	16,130.46	49,003.58	23.55
2015-16	13,337.85	11,256.06	7,750.45	16,040.28	48,384.64	23.48
2016-17	12,927.94	10,958.35	7,759.64	16,009.19	47,655.12	23.28
2017-18 ²	—, —, —	—, —, —	—, —, —	—, —, —	—, —, —	—, —

¹For purposes of calculating supplemental and concentration grants, a school district's fiscal year 2013-14 percentage of unduplicated students is determined solely as the percentage of its fiscal year 2013-14 total enrollment. For fiscal year 2014-15, the percentage of unduplicated students is based on the two-year average of unduplicated student enrollment in fiscal years 2013-14 and 2014-15. Beginning in fiscal year 2015-16, a school district's percentage of unduplicated student enrollment is based on a rolling average of such district's unduplicated student enrollment for the then-current fiscal year and the two immediately preceding fiscal years.

²Projected as of the fiscal year 2017-18 budget.

Set forth in the following table is the District's actual LCFF funding per ADA for fiscal years 2013-14 through 2017-18.

**LCFF Funding per ADA
Capistrano Unified School District**

<u>Fiscal Year</u>	<u>Funded ADA¹</u>	<u>Average LCFF Funding per ADA²</u>	<u>Average LCFF Funding per ADA at Full Implementation</u>
2013-14	49,223.46	\$6,273.70	\$8,247.29
2014-15	49,003.58	6,891.69	8,315.32
2015-16	48,384.64	7,688.17	8,398.81
2016-17	47,655.12	8,070.55	8,402.25
2017-18 ³	—, —, —	—, —, —	—, —, —

¹Funded ADA is the greater of current year P-2 ADA and prior year P-2 ADA.

²Represents average LCFF funding per ADA across grade spans.

³Projected as of the fiscal year 2017-18 budget.

Funding of the District's revenue limit and LCFF is accomplished by a mix of a) local taxes (composed predominantly of property taxes, and including miscellaneous taxes and community redevelopment funds, if any) and b) State apportionments. The majority of the District's revenue limit / LCFF funding comes from local taxes.

LCFF revenues were 76.2 percent of General Fund revenues in fiscal year 2015-16, were 79.2 percent of General Fund revenues in fiscal year 2016-17 (unaudited), and are budgeted to be 81.8 percent of General Fund revenues in fiscal year 2017-18.

Federal Revenues. The federal government provides funding for several District programs. These federal revenues, most of which historically have been restricted, were 3.7 percent of General Fund revenues in fiscal year 2015-16, were 3.6 percent of General Fund revenues in fiscal year 2016-17 (unaudited), and are budgeted to be 3.6 percent of General Fund revenues in fiscal year 2017-18.

Other State Revenues. In addition to apportionment revenues, the State provides funding to the District for categorical programs. Many categorical programs previously classified as other State revenues were incorporated under LCFF in fiscal year 2013-14, causing a reduction in other State revenues. These other State revenues were 17.9 percent of General Fund revenues in fiscal year 2015-16, were 15.5 percent of General Fund revenues in fiscal year 2016-17 (unaudited), and are budgeted to be 13.5 percent of General Fund revenues in fiscal year 2017-18. Included in other State revenues are proceeds received from the State from the State lottery.

Other Local Revenues. Revenues from other local sources were 2.1 percent of General Fund revenues in fiscal year 2015-16, were 1.7 percent of General Fund revenues in fiscal year 2016-17 (unaudited), and are budgeted to be 1.1 percent of General Fund revenues in fiscal year 2017-18.

Expenditures

The largest components of a school district's general fund expenditures are certificated and classified salaries and employee benefits. Changes in salary and benefit expenditures from year to year are generally based on changes in staffing levels, negotiated salary increases, and the overall cost of employee benefits. Even with no negotiated salary increases or changes in staffing levels, normal "step and column" advancements on the salary scale result in increased salary expenditures.

The District has not completed negotiations with its certificated or classified bargaining units to finalize salary and benefit increases for fiscal years 2016-17 or 2017-18. As a result, the District did not include certificated and classified employee salary and benefit increases in its fiscal year 2017-18 budget. Each one percent increase in salary for certificated and classified staff is budgeted to increase fiscal year 2017-18 expenditures by \$2,193,000 and \$725,000 respectively.

Employee salaries and benefits were 83.7 percent of General Fund expenditures in fiscal year 2015-16, were 84.2 percent of General Fund expenditures in fiscal year 2016-17 (unaudited), and are budgeted to 81.7 percent of General Fund expenditures in fiscal year 2017-18.

Short-Term Borrowings

The District has no short-term debt outstanding.

The District has in the past issued short-term tax and revenue anticipation notes. Proceeds from the issuance of notes by the District have been used to reduce inter-fund dependency and to provide the District with greater overall efficiency in the management of its funds. The District has never defaulted on any of its short-term borrowings.

Capitalized Lease Obligations

The District has made use of various capital lease arrangements in the past under agreements that provide for title of items and equipment being leased to pass to the District upon expiration of the lease period. As of June 30, 2016, the present value of future minimum lease payments on the District's outstanding capital lease arrangements was \$94,132.

The District's outstanding certificates of participation are set forth in the following table.

Outstanding Certificates of Participation Capistrano Unified School District

<u>Issue</u>	<u>Date Issued</u>	<u>Amount Issued</u>	<u>Final Maturity</u>	<u>Outstanding as of September 30, 2017</u>	<u>Debt Service in Fiscal Year 2017-18</u>
2012 Refunding Certificates	November 2012	\$19,635,000	August 1, 2025	\$8,800,000	\$1,351,170

Long-Term Borrowings

The Capistrano Unified School District School Facilities Improvement District No. 1 ("SFID No. 1"), established in 1999 pursuant to a District Board resolution, is comprised of approximately 173 square miles of territory located within the boundaries of the District, accounting for approximately 89 percent of the District, excluding noncontiguous territory located within the boundaries of existing Mello-Roos community facilities districts formed by the District. At an election held on November 2, 1999, more than two-thirds of voters in the District approved the issuance of not-to-exceed \$65,000,000 in general obligation bonds for authorized school purposes (the "1999 Election").

In March 2000, the District issued the first series of bonds authorized by the 1999 Election, the Capistrano Unified School District School Facilities Improvement District No. 1 (Orange County, California) Election of 1999 General Obligation Bonds, Series A in the aggregate principal amount of \$17,400,000. In February 2001, the District issued the second series of bonds authorized by the 1999 Election, the Capistrano Unified School District, School Facilities Improvement District No. 1 (Orange County, California) Election of 1999 General Obligation Bonds, Series B (the "1999B Bonds") in the aggregate principal amount of \$29,999,930. In December 2012, the District issued the Capistrano Unified School District, School Facilities Improvement District No. 1 (Orange County, California) 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds") in the aggregate principal amount of \$27,455,000, refunding a portion of the 1999B Bonds.

The following table sets forth the outstanding long-term general obligation bond indebtedness of the District.

**Outstanding General Obligation Bonds
Capistrano Unified School District**

<u>Authorization</u>	<u>Issue</u>	<u>Final Maturity</u>	<u>Principal Issued</u>	<u>Principal Outstanding as of September 30, 2017¹</u>	<u>Debt Service in Fiscal Year 2017-18</u>
1999 Election	1999B Bonds	August 1, 2025	\$29,999,930	\$7,408,787	\$2,560,000
1999 Election	2012 Refunding Bonds	August 1, 2026	27,455,000	<u>17,090,000</u>	<u>2,300,650</u>
			Total	\$24,498,787	\$4,860,650

¹Excludes accreted value of capital appreciation bonds.

The District has never defaulted on any of its long-term bonded indebtedness.

Non-Obligatory Debt

Non-obligatory debt relates to debt issuances by community facilities districts within the District as authorized by the Mello-Roos Community Facilities Act of 1982 as amended, and the Mark-Roos Local Bond Pooling Act of 1985, and are payable from special taxes levied on property within the community facilities districts according to a methodology approved by the voters within the District. Neither the faith and credit nor taxing power of the District is pledged to the payment of the bonds. Reserves have been established from the bond proceeds to meet delinquencies should they occur. If delinquencies occur beyond the amounts held in those reserves, the District has no duty to pay the delinquency out of any available funds of the District. The District acts solely as an agent for those paying taxes levied and the bondholders, and may initiate foreclosure proceedings. Special assessment debt of \$235,407,031 as of June 30, 2016, does not represent debt of the District and, as such, does not appear in the District's financial statements.

The District has never defaulted on any of its non-obligatory bonded indebtedness.

Direct and Overlapping Bonded Debt

The statement of direct and overlapping bonded debt relating to the District, which is set forth in the following table, was prepared by California Municipal Statistics, Inc. It has been included for general information purposes only. The District has not reviewed the statement for completeness or accuracy and makes no representations in connection with the statement.

Contained within the District's boundaries are numerous overlapping local entities providing public services which may have outstanding long-term obligations in the form of general obligation, lease revenue and special assessment bonds. Such obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The following table generally includes long-term obligations sold in the public credit markets by the public agencies listed. The first column in the table names each public agency which has outstanding debt as of November 1, 2017 and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (not shown) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District. Property owners within the District may be subject to other special taxes and assessments levied by other taxing authorities providing services within the District. Such non-*ad valorem* special taxes and assessments (which are not levied to fund debt service) are not represented in the statement of direct and overlapping bonded debt.

Statement of Direct and Overlapping Bonded Debt (As of November 1, 2017)
Capistrano Unified School District

<u>2017-18 Assessed Valuation: \$86,300,777,904</u>	<u>Percent Applicable¹</u>	<u>Debt as of November 1, 2017</u>
<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>		
Metropolitan Water District	3.147%	\$2,357,260
Capistrano Unified School District School Facilities Improvement District	100.000	24,498,787
Santa Margarita Water District Improvement Districts	12.527-100.000	53,431,331
Moulton-Niguel Water District Improvement Districts	100.000	2,830,000
City of San Juan Capistrano	100.000	28,030,000
Orange County Community Facilities Districts	100.000	405,665,000
Capistrano Unified School District Community Facilities Districts	100.000	200,599,491
Cities and Special District Community Facilities Districts	100.000	253,835,000
City of San Clemente 1915 Act Bonds	100.000	9,015,000
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$980,261,869
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Orange County General Fund Obligations	15.489%	\$34,374,118
Orange County Pension Obligation Bonds	15.489	43,177,042
Orange County Board of Education Certificates of Participation	15.489	2,236,612
Capistrano Unified School District General Fund Obligations	100.000	9,945,000²
City of Mission Viejo Certificates of Participation	57.362	21,130,627
Other City General Fund Obligations	Various	5,320,319
Moulton-Niguel Water District Certificates of Participation	75.483	54,547,790
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$170,731,508
<u>OVERLAPPING TAX INCREMENT DEBT:</u>		
Successor Agency to San Juan Capistrano Redevelopment Agency	100.000%	\$16,570,000
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$16,570,000
COMBINED TOTAL DEBT		\$1,167,563,377³
<u>Ratios to 2017-18 Assessed Valuation:</u>		
Combined Direct Debt (\$24,498,787)0.03%		
Total Direct and Overlapping Tax and Assessment Debt 1.14%		
Combined Direct Debt (\$34,443,787)0.04%		
Combined Total Debt 1.35%		
<u>Ratios to Redevelopment Incremental Valuation (\$2,104,808,294):</u>		
Tax Increment Debt 0.79%		

¹Based on fiscal year 2016-17 ratios.

²Excludes the Certificates to be sold.

³Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

PROPERTY TAXATION SYSTEM

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease Agreement constitutes a debt or indebtedness of the Corporation, the District, the State of California or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation. See "THE CERTIFICATES" herein.

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed one percent of the full cash value of the property, a portion of which is provided to local school districts for general operating purposes. The levy of special *ad valorem* property taxes in excess of the one percent levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

Various County officers are responsible for the performance of each function in the property taxation system. Property tax revenues result from the application of the appropriate tax rate to the total net assessed value of taxable property in the District. All property, including real, personal and intangible property, is taxable, unless granted an exemption by the State Constitution or United States law. Under the State Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The California Legislature (the "State Legislature") may create additional exemptions for personal property, but not for real property. Taxes on property in a school district with boundaries extending into more than one county are administered separately by each county in which the property is located (the District is located solely in the County).

Taxes on real property located within the District are assessed and collected by the County in the same manner, at the same time, and in the same installments as other *ad valorem* taxes on real property located in the County. Such taxes have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property located in the County. See "—Assessed Valuation of Property," "—Tax Rates," and "—Tax Collections and Delinquencies" herein.

Assessed Valuation of Property

The Orange County Assessor (the "County Assessor") must annually assess all taxable property in the County (except for "utility" property, assessed by the State) to the person, business or legal entity owning, claiming, possessing or controlling the property on January 1, the lien date. Property assessed by the County Assessor is subject to the reappraisal provisions set forth in the State Constitution. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES—Article XIII A of the State Constitution" herein. The duties of the County Assessor are to discover all assessable property, to inventory and list all taxable property, to value the property, and to enroll the property on the local assessment roll. Locally assessed taxable property is classified as either "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The secured roll contains real property sufficient, in the opinion of the County Assessor, to secure the payment of the taxes as a lien on real property. All other property is unsecured and assessed on the unsecured roll. The District can make no predictions as to the changes in assessed values that might result from pending or future appeals of assessed valuation by taxpayers or temporary reductions in assessed valuation allowed under the State Constitution. Any refund of paid taxes triggered by a successful assessment appeal will be debited by the Orange County Treasurer (the "County Treasurer") against all taxing agencies receiving tax revenues, including the District.

The secured roll also includes the "utility roll," a property tax assessment roll for property (also referred to as "unitary" property) located in the County but assessed by the State Board of Equalization (the "SBE") rather than by the County Assessor. Such property includes property owned or used by State-regulated transportation and communications utilities such as railways, telephone and telegraph companies, companies transmitting or selling gas or electricity, and pipelines, flumes, canals and aqueducts lying within two or more counties. Property assessed by the SBE is not subject to the provisions of Proposition 13 (1978) and is annually reappraised at its market value as of January 1 and then allocated by formula among all the taxing jurisdictions in the County, including the District. The growth or decline in the assessed valuation of utility property is shared by all jurisdictions in the County. The District can make no predictions regarding the impact of the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies on the amount of tax revenue collected. In general, the transfer of State-assessed property located in the District to non-utility companies will increase the assessed value of property in the District, since the property's value will no longer be divided among taxing jurisdictions in

the County; the transfer of property located and taxed in the District to a State-assessed utility will, in general, reduce the assessed value in the District, as the value is shared among the other jurisdictions in the County.

Shown in the following table are 10 years of the District's historical assessed valuation. Total local secured assessed value includes net local secured and secured homeowner exemption. Total unsecured assessed value includes net local unsecured and unsecured homeowner exemption value.

**Historical Total Local Secured, Utility and Unsecured Assessed Valuation
Capistrano Unified School District**

<u>Year Ended June 30</u>	<u>Total Local Secured Assessed Value</u>	<u>Total Unsecured Assessed Value</u>	<u>Total Assessed Value</u>	<u>Percentage Change</u>
2009	\$66,175,013,529	\$1,641,233,363	\$67,816,246,892	--
2010	64,424,729,358	1,619,119,220	66,043,848,578	(2.61)%
2011	63,978,946,800	1,576,544,439	65,555,491,239	(0.74)
2012	64,001,022,586	1,530,195,552	65,531,218,138	(0.04)
2013	64,706,881,274	1,354,016,730	66,060,898,004	0.81
2014	66,451,932,556	1,405,236,473	67,857,169,029	2.72
2015	71,224,190,886	1,488,847,809	72,713,038,695	7.16
2016	75,835,411,729	1,388,574,341	77,223,986,070	6.20
2017	79,962,371,818	1,360,988,161	81,323,359,979	5.31
2018	84,584,980,295	1,715,797,609	86,300,777,904	6.12

Source: Orange County Assessor.

Shown in the following table is the distribution of total assessed value among the cities and unincorporated areas encompassed by the District for fiscal year 2017-18.

**Assessed Valuation by Jurisdiction
Capistrano Unified School District**

<u>Jurisdiction</u>	<u>Assessed Valuation in District</u>	<u>Percent of District</u>	<u>Assessed Valuation of Jurisdiction</u>	<u>Percent of Jurisdiction in District</u>
City of Aliso Viejo	\$9,190,342,971	10.65%	\$9,757,602,814	94.19%
City of Dana Point	12,184,560,468	14.12	12,184,560,468	100.00
City of Laguna Beach	6,195,974	0.01	14,441,041,875	0.04
City of Laguna Hills	13,317,560	0.02	6,744,151,507	0.20
City of Laguna Niguel	15,314,583,313	17.75	15,341,993,870	99.82
City of Laguna Woods	31,198,092	0.04	2,949,710,076	1.06
City of Mission Viejo	9,493,301,730	11.00	16,538,594,766	57.40
City of Rancho Santa Margarita	2,752,830,415	3.19	8,247,182,511	33.38
City of San Clemente	16,078,964,868	18.63	16,078,964,868	100.00
City of San Juan Capistrano	7,600,134,619	8.81	7,600,134,619	100.00
Unincorporated Orange County	<u>13,635,347,894</u>	<u>15.80</u>	28,230,719,718	48.30
Total District	\$86,300,777,904	100.00%		
Orange County	\$86,300,777,904	100.00%	\$557,618,502,185	15.48%

Source: California Municipal Statistics, Inc.

Shown in the following table is a distribution of taxable real property located in the District by principal purpose for which the land is used along with the local secured assessed valuation (excludes homeowners' exemption) and number of parcels for each use for fiscal year 2017-18.

**Assessed Valuation and Parcels by Land Use
Capistrano Unified School District**

	2017-18 <u>Assessed Valuation</u> ¹	Percent of <u>Total</u>	Number of <u>Parcels</u>	Percent of <u>Total</u>
Non-Residential:				
Rural/Undeveloped	\$314,990,291	0.37%	18	0.01%
Commercial/Office	7,641,931,663	9.03	5,155	3.39
Industrial	1,764,903,179	2.09	743	0.49
Government/Social/Institutional	615,615	0.00	1,840	1.21
Miscellaneous	<u>7,830,503</u>	<u>0.01</u>	<u>18</u>	<u>0.01</u>
Subtotal Non-Residential	\$9,730,271,251	11.50%	7,774	5.12%
Residential:				
Single Family Residence	\$57,431,905,537	67.90%	80,771	53.15%
Condominium	12,994,057,598	15.36	32,131	21.14
Mobile Home	109,716,774	0.13	1,522	1.00
2+ Residential Units/Apartments	4,292,020,402	5.07	2,723	1.79
Timeshare Properties	<u>24,071,153</u>	<u>0.03</u>	<u>15,747</u>	<u>10.36</u>
Subtotal Residential	\$74,851,771,464	88.50%	132,894	87.45%
\$0 Value Parcels	\$0	0.00%	11,305	7.44%
Total	\$84,582,042,715	100.00%	151,973	100.00%

¹Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Tax Rates

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed one percent of the property's full cash value, plus the amount necessary to make annual payments due on general obligation bonds or other indebtedness incurred prior to July 1, 1978, any bonded indebtedness for the acquisition or improvement of real property approved by a two-thirds majority of voters on or after July 1, 1978, and certain bonded indebtedness for school facilities approved by 55 percent of the voters. The Orange County Auditor-Controller (the "County Auditor-Controller") computes the additional rate of tax necessary to pay such scheduled debt service and presents the tax rates for all taxing jurisdictions in the County to the County Board of Supervisors (the "County Board").

The more property (by assessed value) that is owned by a single taxpayer, the more tax collections are exposed to weakness in the taxpayer's financial situation and their ability or willingness to pay property taxes. In fiscal year 2017-18, the largest single taxpayer owned 0.46 percent of the total secured taxable property in the District. Each taxpayer listed is a unique name on the tax rolls. The District cannot determine from assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the list of largest taxpayers identified in the following table.

The 20 taxpayers in the District with the greatest combined secured assessed valuation of taxable property on the fiscal year 2017-18, tax roll own property that comprises 4.05 percent of the local assessed valuation of secured property in the District. These taxpayers, ranked by aggregate assessed value of taxable property as shown on the fiscal year 2017-18, secured tax roll and the amount of each owner's assessed valuation for all taxing jurisdictions within the District are shown in the following table.

**Largest Secured Taxpayers
Capistrano Unified School District**

<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2017-18 Assessed Valuation</u>	<u>Percent of Total¹</u>
1. SHC Laguna Niguel 1 LLC	Commercial	\$389,744,953	0.46%
2. Monroe MBR LLC	Commercial	315,132,095	0.37
3. Sequoia Equities	Apartments	251,823,282	0.30
4. MMB Management LLC	Residential	249,420,096	0.29
5. Regency Laguna LP	Commercial	184,761,483	0.22
6. Shops at Mission Viejo LLC	Commercial	183,145,900	0.22
7. BRE-FMCA LLC	Apartments	175,353,852	0.21
8. Pacific Point Development	Residential	167,612,092	0.20
9. DMB San Juan Investment North LLC	Residential	157,034,523	0.19
10. Ladera WNG	Apartments	148,025,352	0.18
11. HTA-Mission MOB LLC	Commercial	139,998,998	0.17
12. Nichols Institute Corning	Commercial	127,423,314	0.15
13. Applied Medical Resources Corp.	Industrial	127,015,034	0.15
14. Monarch Coast I LLC	Apartments	117,901,754	0.14
15. Rreef America REIT II Corp. FFF	Commercial	117,127,193	0.14
16. City Lights-Aliso Viejo LLC	Apartments	117,059,740	0.14
17. Moritz Associates LLC	Apartments	116,189,765	0.14
18. Villa San Clemente LLC	Commercial	113,886,801	0.13
19. Las Flores Apartments RSM	Apartments	113,177,486	0.13
20. Summit Office LLC	Commercial	<u>111,943,495</u>	<u>0.13</u>
		\$3,423,777,208	4.05%

¹Fiscal year 2017-18 local secured assessed valuation: \$84,582,042,715.
Source: California Municipal Statistics, Inc.

Tax Collections and Delinquencies

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction assessed as of January 1, at which time the tax lien attaches. The county tax collector is presented with a tax roll created from the combined rolls of the county assessor and the SBE. The county tax collector prepares and mails tax bills to taxpayers and collects the taxes.

Property taxes on the regular secured assessment roll of the County are due in two equal installments. The first installment is due on November 1, and becomes delinquent at 5:00 p.m. December 10, after which time a 10 percent penalty attaches. The second installment is due on February 1 and becomes delinquent at 5:00 p.m. April 10, after which time a 10 percent penalty and \$23 collection fee attach. If taxes remain unpaid by 12:00 a.m. July 1, the tax is deemed to be in default and a \$15 redemption fee is immediately added and the delinquent bill accrues redemption penalties of 1.5 percent per month until paid. After five years, generally, the County has the power to sell tax-defaulted property that is not redeemed.

Annual bills for property taxes on the unsecured roll are mailed no later than August 1. Taxes on the unsecured roll as of July 31, if unpaid are delinquent at 5:00 p.m. on August 31, and thereafter subject to a 10 percent penalty as well as an additional \$75 collection fee and 1.5 percent per month penalty. Taxes added to the unsecured roll after July 31, if unpaid are delinquent and subject to a penalty at 5:00 p.m., or the close of business, whichever is later, on the last day of the month succeeding the month of enrollment. The County may collect delinquent taxes due on unsecured personal property by a civil action against

the taxpayer; a judgment lien on certain property belonging to the taxpayer obtained by filing a certificate with the county clerk; a lien on certain property belonging to the taxpayer obtained by filing a certificate of delinquency with the county recorder; or seizure and sale of personal property, improvements, or possessory interests belonging or assessed to the taxpayer.

As long as the Teeter Plan remains in effect in the County, discussed below, the District will be credited with the full amount of the tax levy no matter the delinquency rate within the District. See “— Alternative Method of Tax Apportionment” herein.

The following table shows a five-year history of real property tax collections and delinquencies in the District.

**Secured Tax Charges and Delinquencies
Capistrano Unified School District**

	Secured Tax Charge ¹	Amount Delinquent As of June 30	Percent Delinquent As of June 30
2012-13	\$234,654,910.14	\$2,273,118.32	0.97%
2013-14	241,419,634.26	1,816,530.21	0.75
2014-15	258,983,230.20	1,799,327.38	0.69
2015-16	276,553,098.51	1,866,672.77	0.67
2016-17	292,004,646.09	1,916,321.14	0.66

¹One percent general fund levy.

Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment (Teeter Plan)

The County Board approved implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”) pursuant to California Revenue and Taxation Code (the “Revenue and Taxation Code”) Section 4701, *et seq.* The Teeter Plan guarantees distribution to each local agency an amount equal to 100 percent of the taxes levied on their behalf on the secured *ad valorem* roll within the County, with the County retaining all penalties and interest affixed upon delinquent properties and redemptions of subsequent collections.

The cash position of the County Treasurer is protected by a special fund, known as the “Tax Loss Reserve Fund,” which accumulates moneys from interest and penalty collections. In each fiscal year, when the amount in the Tax Loss Reserve Fund exceeds a specified amount as prescribed by law, such excess amounts may be credited for the remainder of that fiscal year to the County's general fund. Amounts required to be maintained in the Tax Loss Reserve Fund may be drawn on to the extent of the amount of uncollected taxes credited to each agency in advance of receipt.

The Teeter Plan is to remain in effect unless the County Board orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the County Board receives a petition for its discontinuance from two-thirds of the participating revenue districts in the County. The County Board may also, after holding a public hearing on the matter, discontinue the procedures with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds three percent of the total of all taxes and assessments levied on the secured rolls in that agency.

If the Teeter Plan were discontinued, only those secured property taxes actually collected would be allocated to political subdivisions, including the District. Further, the District's tax revenues would be subject to taxpayer delinquencies, and the District would realize the benefit of interest and penalties collected from delinquent taxpayers, pursuant to law.

REGIONAL ECONOMIC PROFILE

General Information

The County, founded in 1889 and located in the southern coastal portion of the State, is comprised of approximately 798 square miles which include 42 miles of coastline. The County, the third most populous county in the State and the sixth most populous county in the nation, is a major metropolitan area with 34 incorporated cities. The County's principal industries include tourism, business and professional services, technology and biomedical industries, education and healthcare. Based on data compiled by CoreLogic, the median sale price of a single-family home in the County was \$685,000 in August 2017, an increase of approximately 5.5 percent from \$649,000 in August 2016.

The District is located in the southern portion of the County, operating schools in all or parts of seven incorporated cities, Aliso Viejo, Dana Point, Laguna Niguel, Mission Viejo, Rancho Margarita, San Clemente, and San Juan Capistrano, as well as in additional unincorporated areas. The principal industries of the southern portion of the County include education, healthcare, retail, manufacturing, hospitality and real estate.

The following table shows the median sale price of a single-family home, for the most recent month for which data is available, in the cities in which the District operates schools.

**Median Home Price
Southern Orange County—Cities in the District**

<u>City</u>	<u>Number of Homes Sold</u>	<u>Median Price August 2017</u>	<u>Median Price August 2016</u>	<u>Percent Change</u>
Aliso Viejo	92	\$550,000	\$497,500	10.6%
Dana Point	61	857,500	985,000	(12.9)
Laguna Niguel	121	815,000	720,000	13.2
Mission Viejo	152	710,000	643,250	10.4
Rancho Santa Margarita	95	490,000	519,000	(5.6)
San Clemente	107	875,000	865,000	1.2
San Juan Capistrano	45	800,000	806,500	(0.8)

Source: CoreLogic inc., California Home Sale Activity by City, October 5, 2017.

Population

The following table displays estimated population data as of January 1 for the past five years for the County and the State.

**Historical Population
Orange County and the State of California**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Orange County	3,102,606	3,127,083	3,152,376	3,172,152	3,194,024
State of California	38,238,492	38,572,211	38,915,880	39,189,035	39,523,613

Source: State Department of Finance.

Personal Income

Personal income is a significant indicator of future consumer demand. Total personal income includes income from all sources including net earnings, dividends, interest and rent, and personal current transfer receipts received by residents in the region. *Per capita* personal income ("PCPI") was \$57,749 in the County in 2015, an increase of 4.1 percent from 2014 levels,

compared to an increase of 5.4 percent statewide and 3.6 percent nationally. The following table shows PCPI for the County as well as for the State for the past five years data is available. Data for calendar year 2016 is not yet available.

Per Capita Personal Income
Orange County, State of California and United States

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u> ¹
Orange County	51,383	54,893	53,321	55,470	57,749
State of California	45,820	48,312	48,471	50,988	53,741
United States	42,453	44,267	44,462	46,414	48,112

¹Last available year of data.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Labor Force and Employment

The following table contains a summary of the historical unemployment data for the past four years and for the current year as of the most recent month available, not seasonally adjusted, of the seven cities in which the District operates schools.

Historical Unemployment Cities of Southern Orange County

	Annual 2013	Annual 2014	Annual 2015	Annual 2016	August 2017 ¹
<u>Aliso Viejo</u>					
Total Labor Force	28,100	28,900	29,300	29,400	28,900
Number of Employed	27,200	27,600	28,300	28,500	27,900
Number of Unemployed	900	1,200	1,000	900	1,000
Unemployment Rate	3.3%	4.3%	3.5%	3.1%	3.3%
<u>Dana Point</u>					
Total Labor Force	22,400	19,000	19,000	19,000	18,700
Number of Employed	21,400	18,000	18,200	18,300	18,000
Number of Unemployed	1,000	1,000	800	700	700
Unemployment Rate	4.5%	5.1%	4.2%	3.8%	4.0%
<u>Laguna Niguel</u>					
Total Labor Force	37,900	34,600	35,000	35,200	34,800
Number of Employed	36,000	32,900	33,600	33,900	33,400
Number of Unemployed	1,800	1,700	1,400	1,300	1,300
Unemployment Rate	4.8%	5.0%	4.1%	3.7%	3.9%
<u>Mission Viejo</u>					
Total Labor Force	55,400	49,800	50,600	50,800	49,900
Number of Employed	52,900	47,300	48,500	48,900	47,900
Number of Unemployed	2,500	2,600	2,100	1,900	2,000
Unemployment Rate	4.5%	5.1%	4.2%	3.8%	4.0%
<u>Rancho Santa Margarita</u>					
Total Labor Force	29,300	27,600	27,900	28,000	27,500
Number of Employed	28,200	26,700	27,100	27,400	26,800
Number of Unemployed	1,200	900	700	700	700
Unemployment Rate	4.0%	3.2%	2.6%	2.3%	2.5%
<u>San Clemente</u>					
Total Labor Force	29,300	31,600	31,900	32,000	31,500
Number of Employed	28,200	30,200	30,700	30,900	30,400
Number of Unemployed	1,200	1,400	1,200	1,100	1,100
Unemployment Rate	4.0%	4.6%	3.7%	3.3%	3.5%
<u>San Juan Capistrano</u>					
Total Labor Force	17,800	17,200	17,500	17,500	17,300
Number of Employed	16,800	16,200	16,600	16,800	16,500
Number of Unemployed	1,000	1,000	900	800	800
Unemployment Rate	5.5%	6.1%	5.0%	4.4%	4.7%

¹Preliminary.

Source: State Employment Development Department.

The following table contains a summary of the County's historical unemployment data for the past four years and for the current year as of the most recent month available, not seasonally adjusted.

**Historical Unemployment
Orange County**

	<u>Annual 2013</u>	<u>Annual 2014</u>	<u>Annual 2015</u>	<u>Annual 2016</u>	<u>August 2017¹</u>
Total Labor Force	1,610,900	1,573,800	1,597,100	1,602,400	1,587,100
Number of Employed	1,510,600	1,487,400	1,525,600	1,538,400	1,519,700
Number of Unemployed	100,400	86,400	71,500	64,300	67,400
Unemployment Rate	6.2%	5.5%	4.5%	4.0%	4.2%

¹Preliminary.

Source: State Employment Development Department.

Major Employers

The following table provides a list of the 10 largest employers in the County, corresponding number of employees and percent of total employment in the County.

**Major Employers
Orange County**

<u>Rank</u>	<u>Employer</u>	<u>Number of Employees</u>	<u>Percent of Total County Employment</u>
1	Walt Disney Co.	27,000	1.67%
2	University of California, Irvine	22,385	1.39
3	County of Orange	18,190	1.13
4	St. Joseph Health System	12,227	0.76
5	Kaiser Permanente	7,000	0.43
6	Boeing Co.	6,890	0.43
7	Wal-Mart	6,000	0.37
8	Memorial Care Health System	5,650	0.35
9	Bank of America	5,500	0.34
10	Target Corporation	5,400	0.33
		116,242	7.20%

Source: Orange County, Comprehensive Annual Financial Report for the Year Ended June 30, 2016.

Commercial Activity

Total taxable sales reported during calendar year 2015 in the County were reported to be \$61,358,087,000, a 2.1 percent increase from the total taxable sales of \$60,097,128,000 reported during calendar year 2014.

The number of establishments selling merchandise subject to sales tax and the valuation of taxable transactions in the County for the past five years is presented in the following table. Data for calendar year 2016 is not yet available.

**Taxable Retail Sales
Orange County**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u> ¹
Sales Tax Permits	92207	93,183	94,862	97,943	n/a ²
Taxable Sales (000's)	\$4,862,182	\$55,230,612	\$57,591,217	\$60,097,128	\$61,358,087

¹Last available year of data.

²Beginning in 2015, the reporting criteria for the number of permits/outlets changed, making the data not comparable to prior years.

Source: State Board of Equalization.

Construction Activity

The number of residential building permits, which are required for all new residential construction, is an indicator of residential building activity in the near future. Estimated new privately owned residential housing units authorized by building permits and total construction costs in the County for the past five years are shown in the following table.

**New Residential Building Permits
Orange County**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Single-Family Residential Units	2,271	3,670	3,714	3,809	4,357
Multi-Family Residential Units	<u>3,811</u>	<u>6,752</u>	<u>5,577</u>	<u>6,962</u>	<u>7,166</u>
Total New Building Permits (All Types)	6,082	10,422	9,291	10,771	11,523
Total Construction Costs (000s)	\$1,143,571	\$2,288,094	\$1,923,311	\$2,227,919	\$2,445,261

Data is for new privately owned residential housing units authorized by building permits.

Source: U.S. Bureau of the Census, Building Permit Estimates.

FUNDING OF PUBLIC EDUCATION IN THE STATE

Sources of Revenue for Public Education

There are four general sources of funding for K-12 public education in the State: the federal government, local property taxes, other local funding sources and State funding, the principal source of funding for most school districts. Proposition 13 eliminated the possibility of raising additional *ad valorem* property taxes above one percent for general-purpose school support, and the courts have declared that school districts may not charge fees for school-related activities, unless the charge is specifically authorized by law for a particular program or activity. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES" herein.

State Funding. Many school districts in the State receive the majority of their funds from the State. In fiscal year 2016-17, State funds accounted for approximately 60 percent of State K-12 public education funding. There are three sources of State funds for K-12 public education: the Proposition 98 minimum guarantee, comprised of a combination of State general fund revenues and local property tax revenues, representing the majority (approximately 85 percent in fiscal year 2016-17) of State funding; additional State funds for targeted programs such as facilities and remaining categorical programs such as special education, nutrition, afterschool programs, and home-to-school transportation; and State lottery funds, a portion of which may

only be used for instructional purposes. The Proposition 98 guaranteed minimum amount is set forth each year in the State budget. See “—The 2017-18 State Budget” herein.

More than 60 percent of the State’s general fund revenue comes from personal income taxes, with capital gains taxes representing more than 10 percent of the State’s general fund revenue, so a downturn in the stock market may significantly impact the State’s general fund. Because funding for education in the State depends on the amount of money available in the State general fund, the linkage can result in significant volatility in education funding. For instance, during the recession in fiscal year 2011-12, State general fund revenues available for education funding were approximately eight percent less than the amount available four years prior. Provisions added to the State Constitution and statutes in 2013 and 2014 attempt to provide funding stability to public education by capturing spikes in capital gains revenue to use for paying down debts and obligations and to create reserves. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES” herein.

Revenue Limit Funding. The State Revenue Limit was instituted in fiscal year 1973-74 to provide a mechanism to calculate the total amount of general-purpose revenue a school district, community college district or county office of education is entitled to receive from combined State and local sources per average daily attendance, known as its “revenue limit,” and the funding from this calculation formed the bulk of school districts’ income, and was annually increased to adjust for changes in the cost of living. The revenue limit for each school district or county office of education was funded first by the property tax revenue available to that entity, with the remaining balance filled by State funds. “Basic aid” districts, whose local property tax revenues exceeded their calculated revenue limit, did not receive State revenue limit funding, although such districts did receive the constitutionally required minimum funding, or “basic aid” per pupil, and categorical State and federal aid that was restricted to specific programs and purposes.

Local Control Funding Formula (LCFF). In landmark legislation, the fiscal year 2013-14 State budget replaced revenue limit funding with the LCFF. The LCFF transfers control over spending decisions to local authorities, requiring community input about those spending decisions along with increased transparency and accountability for the outcomes of those decisions. The general-purpose funds for school districts are now funneled through LCFF, and funds received through categorical programs are greatly reduced. As under the revenue limit system, the amount a school district is entitled to receive for general-purpose LCFF funds is financed through the local property tax revenue available to the school district, with the remaining balance funded by the State.

Most public education funding from the State is provided through the LCFF, including approximately 80 percent of Proposition 98 funding for K-12 public education. As under the revenue limit, school districts continue to receive funds based on the greater of prior year or current year ADA figures. Under LCFF, school districts across the State receive the same base grants for each grade span, based on ADA. In fiscal year 2017-18, the base grants are \$7,941 for kindergarten through third grade, \$7,301 for fourth through sixth grade, \$7,518 for seventh through eighth grade, and \$8,937 for ninth through twelfth grade. These figures include increases for class size reduction for kindergarten through third grade and career technical education for ninth through twelfth grade.

School districts receive a supplemental grant of 20 percent of the base grant for each student in the school district who is low-income, English-learner, or foster youth. Enrollment counts are “unduplicated,” such that students may not be counted as both English-learner and low-income (foster youth automatically meet the eligibility requirements for free or reduced-price meals, and are therefore not discussed separately). School districts with more than 55 percent enrollment of unduplicated students receive a concentration grant, an additional 50 percent of the base grant for each unduplicated student above the threshold, intended to address the additional academic challenges faced by such students when their peers are similarly disadvantaged. The supplemental and concentration grants are allocated so that as a school district’s proportion of unduplicated students increases, so does its total funding allocation. A school district in which 100 percent of enrollment is unduplicated students will receive 42.5 percent more total funding than a school district with no unduplicated students. The supplemental and concentration grant amounts are based on the unduplicated count of pupils divided by the total enrollment in the school district, based on the fall P-1 certified enrollment report. School districts have broad discretion to decide how to spend the base grant. The supplemental and concentration grants must be used to increase or improve services to the population they are intended to serve, although some services may be provided district- or site-wide.

The implementation of LCFF began in fiscal year 2013-14, with full implementation planned by fiscal year 2020-21. Until full implementation has occurred, the difference between the actual amount districts receive in a year and the target amount they will receive as of full implementation is referred to as the “funding gap.” The funding gap is determined by the difference between the “funding floor,” or amount of funding a school district received the prior year, and the target amount of funding the school district will receive at full implementation. The funding floor consists of fiscal year 2012-13’s deficated revenue limit divided by ADA multiplied by current year ADA, plus the sum of any categorical funding. Sufficient funding

was available to fund 12 percent of the funding gap in fiscal year 2013-14, 33 percent of the gap in fiscal year 2014-15, 53 percent of the gap in fiscal year 2015-16, 55 percent of the gap in fiscal year 2016-17, and is budgeted to fund 44 percent of the gap in fiscal year 2017-18, the fifth year of implementation of LCFF, bringing LCFF to 97 percent of full implementation.

Under the “hold harmless” provision, no school district will receive less State aid than it received in fiscal year 2012-13. Most districts will receive more funding at full implementation of LCFF than they did previously under the revenue-limit system. For some school districts, their per-pupil undeficit fiscal year 2012-13 funding was higher than their LCFF entitlement at full implementation. Such districts will have their undeficit funding level restored through a supplemental ERT add-on payment. School districts that are eligible for ERT funding will receive the difference between their LCFF target and their LEA’s fiscal year 2012-13 undeficit funding, adjusted for cost-of-living increases.

Basic aid districts continue to receive at least the amount of State funding they received in fiscal year 2012-13. Although basic aid districts do not receive LCFF funding grants, they must comply with the regulations and accountability requirements of LCFF. Basic aid districts also continue to receive the constitutionally guaranteed \$120 per-pupil minimum as well the \$200 per-pupil minimum from the EPA pursuant to Proposition 30 as additional revenue.

The State provides additional funding for small school districts that must necessarily be smaller than is efficient because of sparse population or other geographical features. The eligibility requirements and funding amounts, which were updated under LCFF, allow a school district to opt to receive Necessary Small Schools (“NSS”) funding in lieu of the adjusted grade-span base grant. Elementary schools in one-school districts are eligible if they have an average daily attendance (“ADA”) of less than 97 and meet travel-distance eligibility requirements under Education Code Section 82240 *et seq.* High school districts that previously qualified for the NSS supplement prior to LCFF and meet ADA requirements will continue to qualify until the end of fiscal year 2017-18. The amount of funding provided under NSS is based on a combination of ADA and, for an elementary district, the number of full-time teachers, or, in a high school district, the number of certificated employees.

The State funds school districts in monthly installments based on calculations made in a series of three apportionments throughout the fiscal year. Each apportionment includes funding for the LCFF and for other State programs. The amount of each apportionment is based on calculations made by each school district and reviewed by its county office of education. The Advance Principal Apportionment (“Advance Apportionment”), certified by July 20, sets forth the amount the school district will receive for the year, paid in a series of installments from August through January. The First Principal Apportionment (“P-1 Apportionment”), certified by February 20, set forth a new calculation based on the school district’s first period ADA determined as of December, for installments that will be paid to the school district from February through June. The Second Principal Apportionment (“P-2 Apportionment”), certified July 2, based on second period ADA determined as of April, recalculates the amount of the final installment for the fiscal year paid to the school district in July. At the close of the fourth quarter, a final annual recalculation (“Annual Apportionment”) provides an updated estimate of the prior year’s adjustment.

In addition, school districts receive a quarterly allocation of the tax revenue deposited in the EPA from the temporary tax increases associated with Proposition 30 and extended under Proposition 55. The funds in the EPA are allocated between K-12 school districts and community college districts by 89 percent and 11 percent, respectively, and entitlements are calculated based on the adjusted LCFF entitlement of the district. The EPA funds received by an LCFF-funded school district count towards the district’s LCFF funding entitlement; basic aid districts also receive the \$200 per-pupil EPA funding. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES” herein.

The LCFF requires each school district to demonstrate that its spending decisions are producing the desired results of increased student performance as stated in each school district’s own LCAP. Each school district must create its own annually updated LCAP with input from teachers, parents and the community, including the parents or guardians of unduplicated students. School districts must review and share the results to determine whether spending achieved the goals stated in the LCAP, for each school site and for the school district as a whole. All school districts must use the State’s LCAP template beginning fiscal year 2014-15. The LCAP must include a description of the annual goals to be achieved for each student group for each State priority, including the content standards adopted by the State Board of Education. The LCAP of each school district is overseen and approved by the county superintendent.

Charter schools must comply with LCFF and receive mostly the same funds as public schools, although calculation of targeted disadvantaged students differs somewhat to prevent abuse of the system. There are also differences in the process of LCAP adoption and assessment. In the case of a charter school that fails to perform according to its LCAP, the State is not required to provide the same support that a public school district or county office of education receives, and its charter can be revoked.

Federal Funding. In fiscal year 2016-17, federal revenues accounted for less than 10 percent of funding for school districts in the State. Most of these funds are designated for particular purposes. There are no unfunded federal education mandates; each is conditioned on a state's voluntary decision to accept federal program funds. The primary source of federal supplemental education funding is the Elementary and Secondary Education Act ("ESEA") (1965), enacted to address inequality in education. The previous authorization of ESEA, the No Child Left Behind Act ("NCLB") (2001), expanded the federal government's role and increased testing requirements to measure improvement. Most recently reauthorized under the Every Student Succeeds Act ("ESSA") (2015), responsibility for school improvement has been shifted to the states. ESSA provides funding through six programs: Title I grants, tied to student assessment, to assist economically disadvantaged children; Title II grants for professional development; Title III grants for ancillary student services; Title IV grants for research and training; Title V grants for state departments; and Title VI grants for special education. Another significant source of federal funding for school districts is the Education for All Handicapped Children Act ("EHA") (1975), enacted to support special education and related services, reauthorized by the Individuals with Disabilities Education Act ("IDEA") (1990). The largest of the law's three sections, Part B, authorizes grants to states and local school districts to offset special education costs. As of fiscal year 2014, IDEA federal funding covered 16 percent of the estimated excess cost of educating students with disabilities; the shortfall is assumed by states and local school districts.

Local Property Tax Revenue. In fiscal year 2016-17, local property taxes accounted for approximately 25 percent of K-12 public education funding within the State. Property taxes are constitutionally limited to one percent of the property's value, except to repay voter-approved debt.

Other Local Funds. In fiscal year 2016-17, miscellaneous local sources accounted for approximately five percent of K-12 public education funding within the State. There are several types of revenue a school district may receive from other local sources, including developer fees, parcel taxes, property lease revenues, and private donations. A school district may levy developer fees on new residential or commercial development within the school district's boundaries to finance the construction or renovation of school facilities. A school district may, with two-thirds approval from local voters, levy special taxes on parcels to fund specific programs within the school district. A school district may lease or sell its unused sites or facilities as another source of revenue. A school district may also seek contributions, sometimes channeled through private foundations established to solicit donations from local families and businesses.

The State Budget Process

Under the State Constitution, money may be drawn from the California Centralized Treasury System (the "State Treasury") only by an appropriation authorized by law. The primary source of annual appropriations authorizations is the budget act approved by the State Legislature and signed by the Governor (the "Budget Act"), which can provide for projected expenditures only to the amount of projected revenues and balances available from prior fiscal years.

The annual budget cycle begins when the Governor releases a proposed budget in January for the next fiscal year, which starts each July 1 and ends June 30. The Governor releases a revised budget in May based on new projections regarding State revenues and feedback from the State Legislature and other constituents. The State Constitution requires that the State Legislature pass the Budget Act by June 15 by majority approval from both Houses. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each House of the State Legislature.

Appropriations may also be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each House of the State Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each House of the State Legislature, and be signed by the Governor. The State Constitution or a State statute may also provide for continuing appropriations that are available without regard to fiscal year. Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

The 2017-18 State Budget

On June 27, 2017, the Governor signed the 2017 Budget Act and associated trailer bills to enact the fiscal year 2017-18 State budget (the "2017-18 State Budget"), a \$180 billion total spending plan representing an increase of seven percent over revised levels for fiscal year 2016-17.

The 2017-18 State Budget estimates that State general fund revenues exceed total general fund expenditures. The 2017-18 State Budget projects State general fund revenues and transfers to total \$125.9 billion, an increase of six percent over revised 2016-17 estimates. The State's largest three sources of general fund tax revenue – personal income taxes, sales and use taxes, and corporate taxes – are projected to increase five percent. State general fund expenditures are projected to be \$125.1 billion, an increase of \$3.7 billion (three percent) over revised 2016-17 levels. The State's general fund balance is budgeted to be \$2.4 billion at the end of fiscal year 2017-18. State special fund expenditures are increased by \$8.5 billion (18 percent) over revised 2016-17 levels, largely due to increased special fund spending on transportation and Medi-Cal. The 2017-18 State Budget provides for year-end total reserves of \$9.9 billion, comprised of \$1.4 billion in the discretionary Special Fund for Economic Uncertainties (SFEU) reserve and \$8.5 billion in the Proposition 2 mandatory Budget Stabilization Account reserve fund.

The 2017-18 State Budget includes \$3.1 billion in additional funding for a total of \$74.5 billion in K-14 education funding as required by Proposition 98, including \$1.4 billion additional funds for LCFF, bringing its implementation to 97 percent; increased funding for transportation and infrastructure projects from revenues from fuel and vehicle-related taxes and fees; expansion of State earned-income tax credit to approximately one million additional low-wage families; increased funding for Medi-Cal provider rates and growth in Medi-Cal program from Proposition 56 tobacco tax revenues; increased funding to counties for cost sharing agreement for provision of in-home supportive services; increased funding for public universities and student financial aid; and increased funding for child care and preschool. In addition, the 2017-18 State Budget provides for a \$6 billion pension loan from the State's cash balances (from the Surplus Money Investment Fund) to PERS, based on estimates that such action will save \$11 billion over the next two decades and stabilize the State's contributions to PERS.

The following table identifies historical and budgeted State general fund revenues, expenditures and fund balances.

**State General Fund
2017-18 State Budget**

	2015-16 <u>Revised</u> (Millions)	2016-17 <u>Revised</u> (Millions)	2017-18 <u>Budget</u> (Millions)
Prior-year Fund Balance	\$3,508	\$4,504	\$1,622
Revenues and Transfers	115,500	118,539	125,880
Expenditures	<u>113,983</u>	<u>121,421</u>	<u>125,096</u>
Ending Fund Balance	\$5,024	\$1,622	\$2,406
Encumbrances	980	980	980
Special Fund for Economic Uncertainties	4,044	642	1,426
Reserves			
Special Fund for Economic Uncertainties	\$4,044	\$642	\$1,426
Budget Stabilization Account	<u>3,529</u>	<u>6,713</u>	<u>8,486</u>
Total Reserves	\$7,574	\$7,355	\$9,912

Source: The State Legislative Analyst's Office.

Education Funding. The Proposition 98 minimum guarantee for K-14 education funding continues to increase after reaching a low of \$47.3 billion in fiscal year 2011-12. The 2017-18 State Budget provides for funding at the minimum guarantee level of \$74.5 billion for fiscal year 2017-18, an increase of \$3.1 billion (4.4 percent) over the three-year fiscal period of 2015-16 through 2017-18, combined with revisions and adjustments of the minimum guarantee for fiscal years 2015-16 and 2016-17, in investment in K-14 education across all segments. The \$3.1 billion increase is required due to the spending levels provided in the past two budget years exceeding the minimum guarantee, as spending above the minimum guarantee in one year becomes part of the base calculation of the minimum guarantee for the following year.

The Proposition 98 maintenance factor, created in years in which State general fund revenue growth is slow or decreases compared to growth in *per capita* personal income, is calculated as the difference between the funding level that would have been budgeted had revenue growth been stronger and the lesser amount that is actually budgeted. The maintenance factor is carried over from year to year until the State's economy is strong enough to restore the difference by accelerating Proposition 98 funding. The maintenance factor was approximately \$11 billion in fiscal year 2011-12. Fiscal year 2017-18 is a Test 2 year (since the increase in the minimum guarantee is due to a 3.7 percent increase in *per capita* personal income and a 0.05

percent decline in K-12 attendance) which results in funding at the minimum guarantee level with a maintenance factor payment of \$536 million. The projected year-end outstanding maintenance factor obligation is \$900 million.

Of the total Proposition 98 spending budgeted for fiscal year 2017-18, \$52.6 billion is State general fund and \$21.9 billion is local property tax revenue. The 2017-18 State Budget includes a \$603 million settle-up payment to K-14 educational agencies (allocated to LCFF and Career Technical Education (“CTE”) funding), considered as a Proposition debt repayment, reducing the State’s outstanding settle-up obligation from over \$1 billion to \$440 million.

For K-12 education specifically, the 2017-18 State budget provides \$64.7 billion in Proposition 98 funds, \$2.7 billion (4.3 percent) more than the revised 2016-17 level, and \$2.2 billion (3.6 percent) more than the enacted 2016-17 level. The 2017-18 State Budget increases per-pupil funding by \$450 (4.3 percent) from the enacted 2016-17 level, bringing total Proposition 98 per-pupil funding to \$10,863. This total funding includes \$2.4 billion in adjustments to K-12 education funding, of which \$1.5 billion is for on-going increases, \$933 million is for one-time initiatives, and \$328 million is for one-time initiatives funded from other sources. The 2017-18 State Budget also authorizes \$593 million in bond issuance from Proposition 51 general obligation bonds proceeds for school facilities.

The 2017-18 State Budget provides an additional \$1.4 billion in funding to school districts and charter schools for LCFF, bringing total LCFF spending to \$57.4 billion in fiscal year 2017-18 (a 2.7 percent increase over the revised 2016-17 level), bringing the LCFF target level to approximately 97 percent of full implementation.

The 2017-18 State Budget provides for certain adjustments in education spending, including the following:

Per-Pupil Discretionary Grants: One-time funding of \$877 million that local educational agencies may use for any educational purpose, distributed based on average daily attendance; reduces the mandates backlog to \$799 million at the end of fiscal year 2017-18.

Cost-of-Living-Adjustment: Additional ongoing funding of \$65 million to provide for a 1.56 percent cost-of-living adjustment (“COLA”) for mandates block grants to K-14 educational agencies (\$3.5 million for K-12 and \$500,000 for community colleges) and \$61 million to provide for the 1.56 percent COLA for certain categorical programs, including special education, child nutrition, foster youth services, and American Indian education.

After School and Education Safety (ASES) Program: Additional ongoing funding of \$50 million, bringing total spending for ASES to \$600 million, for increased provider reimbursement rates, implementation of new minimum wage obligations.

Classified Employee Teacher Certification: One-time funding of \$25 million in grants to support up to 1,250 classified employees in completing teacher certification education.

CTE Pathways: Additional ongoing funding of \$15 million to support efforts linking secondary and postsecondary CTE; \$200 million for the third and final year of CTE incentive grant program as required by legislation.

Refugee Student Support: One-time funding of \$10 million for supportive services to refugee students transitioning to new learning environments, to be allocated over the next three fiscal years by the California Department of Social Services to school districts impacted by significant numbers of refugee students.

Mandated Reporter Training: Additional ongoing funding of \$8.5 million to add mandated reporter training on the detection and reporting of child abuse to the K-12 mandates block grant.

County Offices of Education: Additional ongoing funding of \$7 million to increase LCFF funding to county offices of education for school district services.

Bilingual Teacher Training: One-time funding of \$5 million in Proposition 98 funds to provide professional development for bilingual teachers.

Online Educational Resources: Additional ongoing funding of \$3 million to fund online educational resources.

California-Grown Fresh School Meals Grants: One-time funding of \$1.5 million in grants to local educational agencies with high proportions of low-income or English-learner students, for the purchase of food grown in the State and expand the number of freshly prepared meals using State-grown ingredients.

Proposition 56 Tobacco Prevention: Funding of \$32 million in new cigarette tax revenue to support the tobacco use prevention education in schools as statutorily required.

Proposition 39 Energy Efficiency: Funding of \$423 million for energy efficiency projects at K-14 schools as statutorily required for the fifth and final year of such funding, with trailing legislation extending the grant opportunity for an additional year.

The following table identifies Proposition 98 budgeted funding levels for fiscal year 2017-18, revised levels for fiscal year 2016-17, and final levels for fiscal year 2015-16, both by segment of educational level and by source of funding.

**Proposition 98 Funding
2017-18 State Budget**

	2015-16 <u>Final</u> (Millions)	2016-17 <u>Revised</u> (Millions)	2017-18 <u>Enacted</u> (Millions)
By Segment			
K-12 Schools			
General Fund	\$43,074	\$43,955	\$45,763
Local Property Tax Revenue	<u>17,047</u>	<u>18,133</u>	<u>18,981</u>
Subtotal	\$60,121	\$62,089	\$64,745
Community Colleges			
General Fund	\$5,384	\$5,473	\$5,654
Local Property Tax Revenue	<u>2,631</u>	<u>2,768</u>	<u>2,911</u>
Subtotal	\$8,016	\$8,242	\$8,565
Preschool	\$885	\$975	\$1,122
Other Agencies	<u>82</u>	<u>85</u>	<u>91</u>
Total	\$69,103	\$71,390	\$74,523
By Fund Source			
General Fund	\$49,425	\$50,488	\$52,631
Local Property Tax Revenue	<u>19,678</u>	<u>20,902</u>	<u>21,892</u>
Total	\$69,103	\$71,390	\$74,523

Source: The State Legislative Analyst's Office.

Future Budgets

The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools as budgeted. State budget shortfalls in future fiscal years could have an adverse financial impact on the District.

For more information on the State budget, please refer to the State Department of Finance's website at www.dof.ca.gov and to the State Legislative Analyst's Office's website at www.lao.ca.gov. The District takes no responsibility for the continued accuracy of these Internet addresses or for the accuracy, completeness or timeliness of the information presented therein, and such information is not incorporated herein by such reference.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES

Background

From the Separation of Sources Act (1910) until Proposition 13 (1978), local governments had control over property tax rates and revenues within their jurisdiction. Voter approval was not required for most taxes, charges or fees imposed by local governments. Each school district in the State raised revenue by taxing local property owners according to a tax rate established by its governing board, subject to voter approval, and received some supplemental funds from the State. The State's role in providing for public education and education facilities was limited during this time. Local school districts relied largely on general obligation bonds as the primary source of funding for school facilities.

The passage of Proposition 13 brought this local property tax system to an end, fundamentally changing local government finance. Local government entities are no longer authorized to levy a general tax rate. Instead, they share in the revenues generated by Proposition 13's countywide tax rate. In the year following the passage of Proposition 13, local property tax revenue across the State fell approximately 60 percent. In order for school districts to continue operating, the State had to assume primary responsibility for public school funding, replacing the lost property tax revenue with moneys from the State general fund. As a result of Proposition 13, control over revenues shifted away from local school districts to the State government. Proposition 13 also eliminated the ability of school districts to issue bonds; for a decade, the State provided some of the cost of school facilities projects until the passage of Proposition 46 (1986) restored the ability of school districts to issue such bonds.

Article XIII A of the State Constitution

Article XIII A, added to the State Constitution by Proposition 13 and amended over time, limits the *ad valorem* tax rate that can be levied on real property to one percent of its "full cash value" except to pay debt service, discussed below. "Full cash value" is defined as the property's assessed value as of the fiscal year 1975-76 tax bill, annually increased by the lesser of either two percent or the rate of inflation. Subsequently, the property is reappraised for tax purposes upon a change in ownership or new construction. Several types of changes in ownership and construction have been exempted from the reassessment requirement by amendment, including improvements for seismic retrofit, solar energy, fire prevention, disability access, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property is destroyed in a declared disaster, and certain transfers of property between family members.

In most years, the market value of a property increases at a rate greater than the maximum two percent increase a county is allowed to calculate. As amended by Proposition 8 (1978), Article XIII A allows for a county to temporarily reduce the assessed value to current market value when the market value of the property falls below the property's adjusted acquisition value due to an economic recession, natural disaster or other cause of damage. In years in which reduced reassessments are widespread, property tax revenue available to local governments such as school districts is reduced. Pursuant to interpretation of the Revenue and Taxation Code and upheld by State courts, once the market has rebounded or the property has been repaired to substantially its original condition, a county may increase the assessed value of the property at a rate greater than two percent annually until it has reached the property's pre-decline assessed value.

As a result of these laws, real property that has been owned by the same taxpayer for many years can have an assessed value that is much lower than the market value of the property and of similar properties more recently sold. Likewise, changes in ownership of property and reassessment of such property to market value commonly lead to increases in aggregate assessed value even when the rate of inflation or consumer price index would not permit the full two percent increase on any property that has not changed ownership. Any increase or decrease in assessed valuation is allocated among the various jurisdictions.

The one percent tax is levied and collected by each county, and the revenue is apportioned by the county to each local government agency in the taxing area roughly in proportion to the relative shares of taxes as levied prior to 1979. Local government agencies, including school districts, may not directly levy any *ad valorem* tax, unless the tax is levied to pay debt service (interest and redemption charges) on a local government's indebtedness approved by voters prior to July 1, 1978 or thereafter, as amended by Proposition 46 (1986), bonded indebtedness for the acquisition or improvement of real property approved by a two-thirds majority. In addition, Proposition 39 (2000) added a provision allowing for a lowered voter approval rate specifically for bonds to fund school facilities projects. A school district or community college district may levy *ad valorem* taxes in excess of one percent with 55 percent voter approval if the bonds will be used for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities. The measure must include the specific list of projects to be funded and certification that the school district's governing board

has evaluated safety, class size reduction, and information technology needs in developing the list, and must conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Pursuant to legislation, the projected tax rate per \$100,000 of taxable property value levied as the result of any single election may be no more than \$60 in a unified school district, \$30 in a high school or elementary school district, or \$25 in a community college district.

Constitutional Protection For Owners of Municipal Securities

State law imposes a duty on the county tax collector to levy a property tax sufficient to pay debt service on voter-approved indebtedness as discussed above. The initiative power cannot be used to reduce or repeal the authority and obligation of a local government, such as a school district, to levy taxes pledged as security for payment of general obligation bonds or to otherwise interfere with performance of the duty of a local government, such as a school district, and the county with respect to such taxes. Although the initiative power may be used to reduce or repeal other types of charges or taxes imposed by local governments under Article XIIC, discussed below, the law may not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Article XIIB of the State Constitution

Article XIIB, added to the State Constitution by Proposition 4 (1979) (the “Gann Limit”), amended by Proposition 111 (1990), limits the amount of certain funds, including tax revenues, that may be annually appropriated by the State and local governments, including school districts, to the amount appropriated the prior year, adjusted to reflect the rate of economic growth by measuring the change in *per capita* personal income and population. Certain payments are exempt from the appropriations limit calculation, including debt service payments; certain benefit payments, mandated expenses, State payments to school districts and community college districts, increases in revenues gained from fuel, vehicle and tobacco taxes, emergency appropriations; and qualified capital outlay projects (projects involving fixed assets such as land or construction that have an expected life of more than 10 years and a value greater than \$100,000).

Tax revenues in excess of the appropriation limit are shared between increased education funding and taxpayer rebates. Calculated over two years, half of any excess is transferred to K-14 school districts and half is returned to taxpayers through a revision of tax rates within two fiscal years. Any such excess revenues transferred to K-14 school districts are not counted as part of the school districts’ base expenditures for calculating their entitlement for State aid in the next year, nor is the State’s appropriations limit increased by this amount. If a K-14 school district’s revenues exceed its appropriations limit, the school district may increase its appropriations limit to equal its spending by borrowing from the State’s appropriations limit.

Articles XIIC and XIID of the State Constitution

Articles XIIC and XIID, added to the State Constitution by Proposition 218 (1996) and amended over time, limit the ability of local governments, including school districts, to levy and collect non-*ad valorem* taxes, assessments, fees and charges. The law establishes that a tax must be either a “general” tax, requiring the approval of a simple majority of voters, the proceeds of which can only be used for general government purposes, or a “special” tax, requiring the approval of two-thirds of voters, the proceeds of which are used for a specific purpose, or if the tax is levied by a special-purpose government agency, including a school district. Any tax levied on property, other than the *ad valorem* tax governed by Article XIII A, is a special tax, requiring the approval of two-thirds of voters. Special-purpose government agencies, such as a school district, cannot levy general taxes.

The initiative power can be used to reduce or repeal most local taxes, assessments, fees and charges. Article XIID deals with assessments and property-related fees and charges and expressly cautions that its provisions shall not be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is available to repeal or reduce developer and mitigation fees imposed by the District. The District has no power to impose taxes except those property taxes associated with a general obligation bond election, following approval by 55 percent or two-thirds of the District’s voters, depending upon the legal authority for the issuance of such bonds.

As amended by Proposition 26 (2010), the law defines any levy, charge, or exaction of any kind imposed by a local government as a tax requiring voter approval. The following exceptions do not require voter approval: a reasonable charge for

a specific benefit, privilege, product or service that is received only by the payor of the charge; a reasonable charge for regulatory costs of issuing a license or permit, performing an inspection or audit, or enforcing an order; a charge for use, rental, or purchase of government property; a charge, fine or penalty for violation of law; and assessments and property-related fees imposed as a condition of property development. Although such fees and charges levied by one taxing jurisdiction do not directly impact the amount of revenue available to another taxing jurisdiction from *ad valorem* property taxes, if the ability to impose the fee or charge is restricted, it could indirectly impact such revenues.

Minimum Guarantee of State Funding for Education

Proposition 98 (1988), added Article XVI to the State Constitution, requiring that “from all State revenues there shall first be set apart the moneys to be applied by the State for support of the public school system and higher education.” Known as the “minimum guarantee,” funding for K-14 school districts, made up of a combination of State general fund income tax revenues and local property tax revenues, must be the greater of either the same percentage of State general fund revenues as was appropriated in fiscal year 1986-87, or the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The minimum guarantee allocated each year, determined by a set of tests, is approximately 40 percent or more of State general fund revenues.

Test 1 (share of the State general fund) allocates approximately 41 percent of the State general fund revenue to K-14 school districts. Test 1 only applies if Test 2 or Test 3 (as defined herein) does not result in additional funding for K-14 school districts. Test 1 has been used four times in the last 29 years. Test 2 (personal income) provides that K-14 school districts shall receive at least the same amount of combined State aid and local tax dollars as was received in the prior year, adjusted for the statewide growth in K-12 ADA and an inflation factor equal to the annual percentage change in *per capita* personal income. Test 2 is used if it results in more funding for K-14 school districts than Test 1 (unless Test 3 applies instead). Test 2 has been used in 14 of the past 29 years, including fiscal year 2017-18. Test 3 (available revenues) only applies in years in which the annual percentage change in *per capita* State general fund tax revenues plus one-half percent is lower than the Test 2 inflation factor (*i.e.*, the change in *per capita* personal income), in which case the inflation factor is reduced to the annual percentage change in *per capita* State general fund tax revenues plus one-half percent. Test 3 has been used nine of the past 29 years, including fiscal years 2015-16 and 2016-17.

In any year in which Test 3 is used, the difference between the amount appropriated and the amount that would have been appropriated under Test 2 is considered a “maintenance factor” credit to K-14 school districts, to be restored in future years when State revenue growth rebounds to exceed personal income. In years of economic hardship, the State Legislature can suspend the minimum guarantee for a year by a two-thirds vote, which also triggers the maintenance factor obligation, to be restored in later years. Such suspension has only occurred twice, in fiscal years 2004-05 and 2010-11. The State Legislature has the authority to spend more than the minimum guarantee, although any increase creates a higher minimum floor for the following year; this has occurred from time to time. At times, the State also has had outstanding one-time Proposition 98 obligations known as “settle-up” obligations. A settle-up obligation is created when the minimum guarantee increases midyear and the State does not make an additional payment within that fiscal year to meet the higher guarantee. The increased amount is used as the base for the following year’s minimum guarantee. Settle-up funds can be used for any educational purpose, including paying off other state one-time obligations, such as deferrals and mandates.

Community Redevelopment and Revitalization

Beginning with the Community Redevelopment Act (1945) under Article XVI of the State Constitution, amended over time, until the termination and dissolution of the program in 2011, a local government could improve an economically depressed area by creating a redevelopment agency (an “RDA”) to pay for development projects with the future increase in property tax revenue, or “tax increment,” attributable to the growth in assessed value of taxable property within the project area when the project was complete. However, the allocation of the tax increment to the local RDA caused a reduction in the one percent countywide property tax levy for other local taxing agencies, including school districts, although *ad valorem* property taxes in excess of the one percent property tax levy collected for payment of debt service on school district bonds were not affected. Although a school district could negotiate with the RDA for “pass-through” payments of local tax revenues, because the State was replacing the school district’s lost tax revenue, there was little incentive for most school districts to negotiate for greater amounts of pass-through from the RDAs. The State’s share of reimbursements to such school districts soared into the hundreds of millions of dollars per year.

Facing economic crisis, Assembly Bill, First Extended Session 26 (“AB1X 26”) (2011), upheld by the State Supreme Court in *California Redevelopment Association v. Matosantos* (2011), was enacted to dissolve the more than 400 RDAs in the State to

preserve funding for core public services at the local level. Successor agencies were established to facilitate the management of projects underway, making payments on enforceable obligations, and disposing of assets and properties. Senate Bill 107 (2015) streamlined the dissolution process and expanded the types of loans for which cities and counties can seek reimbursement. Some school districts receive pass-through payments during the dissolution process. See “DISTRICT FINANCIAL INFORMATION—Revenues” herein.

Assembly Bill 2 (“AB2”) (2015), the result of several legislative efforts to replace the redevelopment law in order to provide local government options for sustainable community economic development, is a limited version of the former law, targeting only the State’s most impoverished areas. AB2 allows a local government to create a community revitalization investment area (“CRIA”) if several conditions are met, including measures of unemployment, crime, and dilapidated infrastructure and residential structures, which are required to insure that the CRIA process is actually used for the intended purpose of alleviating blight. Significantly, school districts are prohibited from participating in the CRIA; because schools may not contribute their share of the tax increment to the project area, the funding impact to schools and the State is avoided. Assembly Bill 2492 (2016) was enacted that clarified implementation issues of AB2.

Limits on State Authority Over Local Tax Revenues

State and local governments’ funding and responsibilities are interrelated. Both levels of government share revenues raised by certain taxes such as sales and fuel taxes, and both also share in the costs for some programs such as health and social services. Although the State does not receive local property tax revenue, it has had authority over the distribution of these revenues among local agencies and school districts. Under Article XIII A, the State had the authority to permanently shift property taxes among local governments. At times, the State fulfilled some portion of the Proposition 98 minimum guarantee by shifting some of the property tax revenues share belonging to cities, counties, other special districts and redevelopment agencies to K-14 school districts through an Educational Revenue Augmentation Fund (“ERAF”) established in each county.

Proposition 1A (2004) amended Articles XI and XIII of the State Constitution to require two-thirds approval of the State Legislature to shift property tax revenues allocation between local governments, preventing the State from reducing the property tax share allocated to cities, counties, and special districts. However, the State could still transfer property tax revenues to schools in the case of severe fiscal hardship and two-thirds approval of the State Legislature.

Proposition 22 (2010) amended Articles XIII and XIX of the State Constitution to further restrict the State’s control over local property taxes in order to stabilize local government revenue sources. Even during times of severe fiscal hardship, the State could not take revenue derived from locally imposed taxes, such as parcel taxes, hotel taxes, utility taxes, and sales taxes, for State purposes, nor could the State delay distribution of tax revenues to local governments, redirect redevelopment agency property tax revenue to other local governments such as school districts, or shift money to the school districts under an ERAF. As a result, the State would have to take other actions to balance its budget in some years, such as reducing State spending or increasing State taxes. Proposition 22’s restriction of the State’s ability to shift local funds made K-14 school districts more directly dependent on the State general fund for Proposition 98 funding.

Deferrals of Payments Owed to K-14 School Districts

Beginning fiscal year 2001-02, as a temporary budget solution, the State postponed, or deferred, payments owed to K-14 school districts for a few weeks, allowing the State to save money while school districts continued to operate by borrowing money or dipping into reserves. Because the deferral lasted only a matter of weeks, there was little impact on school district finances or operations. However, especially during the last recession, the State came to rely excessively on deferrals of payments to K-14 school districts to balance the State budget. As both the length and the amount of deferrals increased, the State withheld several billions of dollars from school districts, resulting in a financial crisis for K-14 school districts which could no longer borrow enough or find reserves to cover the funding shortfall, and program reduction and teacher layoffs ensued. State reliance on payment deferrals peaked in fiscal year 2011-12 when the State deferred approximately 20 percent of all K-14 school district funding. Increasing deferrals authorize school districts to spend at a level of programming the State cannot afford, making the State budget less transparent, and create large future obligations of the State to repay the deferrals. However, as the economy has rebounded, the State has made the repayment of deferrals a priority, and repayment of the deferrals was completed in fiscal year 2015-16.

Temporary State Tax Increases

From 2008 to 2012, the State eliminated more than \$56 billion from State and local funding for local services including education, police, fire, and health care. Proposition 30 (2012) allows the State to levy a temporary sales tax (lasting four years) and income tax on high-income earners (lasting seven years), the revenues of which are dedicated to increased education funding and to balance the State budget. Existing law requires that in years in which the State's general fund revenues grow by a large amount funding for education must also be increased by a large amount. The tax revenues allocated to education as part of the minimum guarantee are deposited into the EPA recalculated and distributed quarterly to K-14 school districts (89 percent to K-12 school districts and 11 percent to community college districts) as a continuing appropriation not subject to budget adoption. The funds are distributed in the same manner as existing unrestricted per-student funding. The Proposition 30 tax revenue is included in the Proposition 98 calculation, raising the guarantee by billions each year. The remaining Proposition 30 tax revenues will be used to balance the budget.

Proposition 55 (2016) extends the income tax increase on high-income taxpayers through the year 2030-31. Approximately half of the revenue raised by this measure is allocated to K-14 school districts. The measure also directs half of any excess revenues, up to a maximum of \$2 billion, for additional funding for Medi-Cal, if revenues exceed the constitutionally required education spending and the costs of government programs in place as of January 1, 2016. A portion would also be saved in reserves and spent on debt payments. Any remaining revenues would be available for any State purpose.

Enacted Budget Required for Disbursement of State Funds

In years in which the State Legislature has not been able to enact a budget by the required deadline, the fiscal year begins without an enacted budget, and the State has, in some cases, issued registered warrants, or IOUs, to pay certain State employees' wages and State debts. In 1988, during such a budgetary impasse, a taxpayers' association argued that such warrants were not authorized without an enacted budget. In the case, known as *Jarvis v. Connell*, the State Court of Appeal held that without an enacted budget, State funds may not be disbursed unless the payment is authorized by the State Constitution, as a continuing appropriation, or by federal mandate. This could affect school district budgets to the extent that, if there is neither an enacted budget nor emergency appropriation, State payments owed to school districts could be delayed unless they are required as a continuing appropriation or federal mandate.

State and School District Budgetary Reserves

Proposition 58 (2004) amended Article IV of the State Constitution to require the State to enact a balanced budget, in which estimated revenues would meet or exceed estimated expenditures in each year, and that mid-year adjustments be made if the budget fell out of balance. The law established the Budget Stabilization Account ("BSA") in the State's general fund, which required a deposit of three percent of the State general fund each year.

Proposition 2 (2014) addressed the need for long-term financial stability in the State in the face of economic volatility by dedicating funds to pay down the State's debt, changing the State's reserve policies, and creating a separate budget reserve for K-14 school districts called the Public School System Stabilization Account ("PSSSA"). The law reduced legislative discretion over the timetable for the repayment of State debts and required that 1.5 percent of the State general fund be deposited into the BSA annually, plus an additional amount when the State experiences spikes in capital gains tax revenue in excess of eight percent of State general fund revenues. The PSSSA, also funded with capital gains spikes, is drawn upon when the Proposition 98 minimum guarantee exceeds available State general fund and property tax revenues. Through 2030, half of the funds deposited each year into the BSA must be used to pay fiscal obligations such as budget loans and unfunded State level pension plans. Funds may be withdrawn from BSA only for a disaster or if, over three years, spending does not rise above the highest level of spending. In the case of a recession, only half of the funds can be withdrawn. As a result, a large amount of incremental gains in the State's general fund revenues are allocated to building reserves and repaying debt.

The State has a constitutional obligation to ensure that school districts continue to operate even in times of financial difficulty so that the education of students in the State is not disrupted. The State requires school districts to maintain a minimum reserve in their general fund's reserve for economic uncertainties to help school districts manage cash flow, address unexpected costs, save for large purchases, reduce costs of borrowing money, and mitigate the volatility in funding produced by the reliance on tax revenue funding sources. The minimum reserve amount required depends on the size of the school district's enrollment. Smaller school districts are required to keep a higher percentage of reserves because they are more easily overwhelmed by unexpected costs, such as a single major facility repair, which could deplete most of its reserves in a single year. School districts with enrollment of 300 or fewer students, which represent 25 percent of school districts in the

State, must keep a minimum reserve of five percent of expenditures. School districts with enrollment of 301 to 1,000 students, which represent 17 percent of school districts in the State, must keep a minimum reserve of four percent. School districts with enrollment of 1,001 to 30,000 students, which represent 55 percent of school districts in the State, must keep a minimum reserve of three percent. School districts with enrollment of 30,001 to 400,000 students, which represent three percent of school districts in the State, must keep a minimum reserve of two percent. The one school district in the State with an enrollment of 400,001 or more students must keep a minimum reserve of one percent. Many school districts attempt to keep their reserve levels higher than State minimum requirements, from five percent to as much as 25 percent of expenditures. A 17 percent reserve is equal to approximately two months of expenditures and is a standard reserve level for local public agencies.

Senate Bill 858 (2014), enacted as trailing legislation to the fiscal year 2014-15 State budget, required K-12 school districts, in the event of a deposit by the State to the PSSSA, to reduce total assigned and unassigned reserves in the following year to no more than twice its minimum reserve for economic uncertainties, ranging from one to five percent of expenditures depending on the size of the school district. Senate Bill 751 (2018), signed into law on October 11, 2017 and effective January 1, 2018, makes certain changes to the cap on school district reserves, increasing both the State PSSSA deposit amount (to three percent of State general fund revenues appropriated for K-12 school districts) required to trigger the reserve cap, and increasing the cap on reserves of individual school districts (to 10 percent of combined assigned and unassigned ending general fund balances). In addition, basic aid school districts and small school districts with fewer than 2,501 students are exempted from the cap. County education officials can exempt a school district from the cap if the school district demonstrates extraordinary fiscal circumstances, including undertaking multi-year infrastructure or technology projects. A smaller reserve could affect the school district's financial condition in the event of an economic downturn. The District cannot predict when a deposit to the PSSSA might occur or whether future legislation will be enacted that changes this requirement.

School Facilities Funding

The Leroy F. Greene School Facilities Act (1998) established the State Facilities Program ("SFP") to allocate funding grants based on proposals submitted by school districts for the new construction of or the modernization of existing school facilities, although the program has evolved to allow funding for other types of school facility needs including facility hardship, seismic mitigation, charter school facilities, relief of overcrowding, career technical education facilities, incentives for energy efficiency and high-performance architectural attributes, and joint-use programs with other government entities.

Funding for SFP grants comes from statewide general obligation bonds approved by the voters in the State. The State retires these bonds by making annual debt service payments. In fiscal year 2016-17, the State expected to pay \$2.4 billion in debt service on previously issued K-12 facilities bonds and \$300 million in debt service on community college facilities bonds. Proposition 1A (1998) provided \$9.2 billion (\$6.7 billion for K-12 facilities), Proposition 47 (2002) provided \$13.2 billion (\$11.4 billion for K-12 facilities), Proposition 55 (2004) provided \$12.3 billion (\$10 billion for K-12 facilities), Proposition 1D (2006) provided \$10.4 billion (\$7.3 billion for K-12 facilities), and Proposition 51 (2016), the first initiative facilities bond measure, provides \$9 billion (\$6 billion for K-12 facilities). The payment the State must make on Proposition 51 will average approximately \$500 million per year.

Proposition 51 amends the Education Code, prescribing the fiscal allocation and purpose of the \$9 billion bond and establishing the 2016 State School Facilities Fund and the 2016 California Community College Capital Outlay Bond Fund in the State Treasury. Of the total amount, \$6 billion is allocated to K-12 facilities (half for new construction and half for modernization), \$500 million for charter schools, \$500 million for career technical education programs, and \$2 billion to community colleges.

In most cases, K-12 school and community college districts that receive funding for approved projects must match the funding with local funding according to the type of project. Projects for the purchase of land and new construction are matched evenly. Modernization projects require a match of 40 percent local funding to 60 percent State funding. If no local funding is available, the school district can apply for additional grant funding. Community college projects do not have a specified contribution model and are determined individually. K-12 school and community college districts may sell local general obligation bonds to cover the school district's share of the cost of facility projects. K-12 school districts may also raise funds for facilities by charging fees on new development (community college districts may not). Both K-12 school and community college districts may also raise funds by parcel taxes and other methods used less frequently.

Impact of Future Legislation

Laws affecting school district funding and the power of State and local governments to raise and spend revenue have been subject to many changes as voters and lawmakers react to economic and political cycles. The complex patchwork of the many different provisions at times results in uncertainty regarding their operation or interpretation. Many of the laws discussed above were enacted through the State's initiative process. Initiative constitutional amendments may be changed only by another statewide initiative. Legislative constitutional provisions may be changed by a majority vote of both houses of the State Legislature and approval by the Governor of California (the "Governor"), if the change furthers the purposes of the provision. The District cannot predict whether or when the voters in the State or the State Legislature will approve further legislation that could restrict the District's sources of revenue or its ability to spend that revenue, or require the District to appropriate additional revenue.

LEGAL MATTERS

No Litigation

There is no action, suit or proceeding known to be pending or threatened that seeks to restrain or enjoin the execution or delivery of the Certificates or the Legal Documents or in any way contesting or affecting the validity of the foregoing or any proceeding of the District taken with respect to the foregoing. There are no lawsuits or claims pending against the District that would impair the ability of the District to make Lease Payments or otherwise meet its outstanding lease or debt obligations.

Legal Opinion

Dannis Woliver Kelley, Special Counsel, will render its opinion with respect to the validity and enforceability of the Legal Documents. Copies of such approving opinion will be available at the time of delivery of the Certificates. The form of the legal opinion to be delivered by Special Counsel is included in this Official Statement. See "APPENDIX D—FORM OF OPINION OF SPECIAL COUNSEL" attached hereto. The opinion is based on existing laws, regulations, rulings and court decisions. Special Counsel has not undertaken a review of this Official Statement on behalf of Certificate owners and makes no representation as to the accuracy or completeness hereof.

Tax Matters

[To come]

Legality for Investment

Under provisions of the California Financial Code, the Certificates are legal investments for commercial banks in the State to the extent that the Certificates, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the Government Code, the Certificates are eligible security deposits of public moneys in the State.

RATINGS

The Certificates were assigned an underlying rating of "___" by S&P. The rating agency may have obtained and considered information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them. The rating is not a recommendation to buy, sell or hold the Certificates. Such rating reflects only the views of S&P, and an explanation of the significance of such rating may be obtained from S&P. There is no assurance that a rating of a rating agency will be maintained for any given period of time or that such rating may not be revised downward or withdrawn entirely by the rating agency, if, in its own judgment, circumstances so warrant. Any such downward change in or withdrawal may have an adverse effect on the market price of the Certificates. The District has undertaken any responsibility after the execution and delivery of the Certificates to assure the maintenance of the ratings or to oppose any such revision or withdrawal.

In addition, S&P is expected to assign its insured rating of “AA” to the Certificates with the understanding that upon delivery of the Certificates, the Policy will be delivered by Insurer. See also “BOND INSURANCE” herein. Such rating is expected to be assigned solely as a result of the issuance of the Policy and would reflect only S&P’s view of the claims-paying ability and financial strength of Insurer. Neither the Underwriter nor the District has made any independent investigation of the claims-paying ability of Insurer and no representation is made that the insured rating of the Certificates based upon the purchase of the Policy will remain the same. The existence of the Policy will not, of itself, negatively affect the underlying ratings. However, any downward revision or withdrawal of any rating of Insurer may have an adverse effect on the market price or marketability of the Certificates.

MUNICIPAL ADVISOR

Government Financial Strategies inc. has been employed by the District to perform municipal advisory services in relation to the sale and delivery of the Certificates. Government Financial Strategies inc., in its capacity as Municipal Advisor, has read and participated in drafting this Official Statement. Government Financial Strategies inc. has not, however, independently verified nor confirmed all of the information contained within this Official Statement. Government Financial Strategies inc. will not participate in the underwriting of the Certificates. Fees charged by Government Financial Strategies inc. are not contingent upon the sale of the Certificates.

INDEPENDENT AUDITOR

The financial statements of the District as of and for the year ending June 30, 2016 have been audited by Vavrinek, Trine, Day & Co, LLP, Fresno, California. The audited financial statements of the District as of and for the year ended June 30, 2016, are set forth in “APPENDIX B—THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDING JUNE 30, 2016” attached hereto. The District has not requested nor did the District obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. The Auditor has not been engaged to perform and has not performed, since the date of its report attached hereto, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement. Complete copies of past and current financial statements may be obtained from the District.

UNDERWRITING AND INITIAL OFFERING PRICE

Following a competitive sale process, the Series A Certificates will be purchased by _____ (the “Underwriter”) pursuant to a certificate purchase agreement (the “Purchase Agreement”) by and between the District and the Underwriter at a price of \$_____ (equal to the principal amount of the Series A Certificates of _____, less a net original issue discount of \$_____, less an underwriting discount of \$_____), and the Series B Certificates will be purchased by the Underwriter at a price of \$_____ (equal to the principal amount of the Series B Certificates of _____, less a net original issue discount of \$_____, less an underwriting discount of \$_____). The obligation to make such purchase is subject to certain terms and conditions set forth in the Purchase Agreement.

The Underwriter intends to offer the Certificates to the public at the initial offering prices and yields stated on the inside cover page hereof. The Underwriter may offer and sell the Certificates to certain dealers and others at prices lower than said public offering prices. The offering prices may be changed from time to time by the Underwriter.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the holders and Beneficial Owners of the Certificates to provide certain financial information and operating data relating to the District (the “Annual Report”), by not later than nine months after the end of the fiscal year, commencing with the report for fiscal year 2016-17 due March 31, 2018, and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of certain enumerated events will be filed by the District with EMMA. The specific nature of the information to be contained in the Annual Report or the notices are set forth in

“APPENDIX C—FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. These covenants are being made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

In the past five years, the District has not complied in all material respects with its obligations under the Rule.

The following annual reports were not filed in accordance with their requirements in the past five years:

- [To Come]

The following notices of significant event were posted more than ten business days after their occurrence:

- [To Come]

As of the date of this Official Statement, the District has made all required filings in the past five years for currently outstanding issues in connection with prior undertakings under the Rule.

ADDITIONAL INFORMATION

Additional information concerning the District, the Certificates or any other matters concerning the sale and delivery of the Certificates may be obtained from the District by contacting Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, telephone (949) 234-9200, Attention: Deputy Superintendent, Business and Support Services, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

All of the preceding summaries of the Certificates, the Legal Documents and other documents are made subject to the provisions of such documents respectively, and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the District for further information in connection therewith. Further, this Official Statement does not constitute a contract with the purchasers of the Certificates, and any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the District has been duly authorized by its District Board.

Capistrano Unified School District

By: _____
Kirsten M. Vital
Superintendent

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX A
SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX B

THE FINANCIAL STATEMENTS OF THE DISTRICT
AS OF AND FOR THE YEAR ENDING JUNE 30, 2016

APPENDIX C
FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX D
FORM OF OPINION OF SPECIAL COUNSEL

APPENDIX E
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

APPENDIX F
BOOK-ENTRY SYSTEM

1228 N Street, Suite 13
Sacramento, CA 95814
(916) 444-5100



**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Date: November 8, 2017

Board Item: Resolution No. 1718-25, Corporation Resolution Authorizing 2017 Certificates of Participation (Clean Renewable Energy Bonds) for Solar Energy Projects

HISTORY

Following the implementation of energy efficiency projects, District staff began consideration of solar energy generation projects. ARC Alternatives, an independent energy advisor, prepared a feasibility study considering solar installation at the six comprehensive high schools plus the District office.

BACKGROUND INFORMATION

On July 26, 2017, the Board of Trustees received an information presentation from ARC Alternatives on the results of the solar feasibility study. On October 11, 2017 the Board of Trustees received an information presentation from Government Financial Strategies, the District's financial advisor, on financing the solar energy projects with Clean Renewable Energy Bonds.

CURRENT CONSIDERATIONS

The Resolution authorizes the Capistrano Unified School District Facilities Corporation to be involved in the issuance of Certificates of Participation, with the designation of Clean Renewable Energy Bonds, and approves the associated legal documents. The financing would be issued in the amount of not-to-exceed \$26 million for the purpose of funding solar energy projects.

FINANCIAL IMPLICATIONS

The financing is expected to be paid from a combination of avoided energy costs and Federal subsidies. If the Board decides to move forward with the solar energy projects, it is estimated the District will achieve savings from the reduction in energy cost.

DATA

The solar feasibility study estimated net project cash flow benefits of approximately \$100,000 to \$200,000 per year, totaling nearly \$3.7 million over 25 years.

STAFF RECOMMENDATION

It is recommended the Corporation Board of Directors adopt Resolution No. 1718-25.

PREPARED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

RESOLUTION NO. 1718-25

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION AUTHORIZING DELIVERY AND SALE OF CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (NEW CLEAN RENEWABLE ENERGY BONDS) (SERIES A – DIRECT SUBSIDY) AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 CERTIFICATES OF PARTICIPATION (SERIES B – TAXABLE) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$26,000,000 AND APPROVING RELATED DOCUMENTS, AGREEMENTS AND ACTIONS

WHEREAS, the Capistrano Unified School District School Facilities Corporation ("Corporation") is a duly formed and authorized nonprofit public benefit corporation, organized and existing under the laws of the State of California, formed for the purpose of assisting the financing of certain public capital improvements for the benefit of the Capistrano Unified School District ("District"); and

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount not to exceed \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code ("Code") to finance various solar photovoltaic projects of the District (collectively, "Project") at seven high school sites, which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code; and

WHEREAS, to finance the costs of the Project, the District has authorized the execution and delivery of the (a) Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy) ("Series A Certificates") and (b) the Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) ("Series B Certificates") (collectively, "Certificates") pursuant to a Trust Agreement ("Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association ("Trustee"); and

WHEREAS, the District will lease certain real property and the improvements thereon

("Property"), to the Corporation pursuant to the Site Lease ("Site Lease") to be entered into by and between the District and the Corporation, and will sublease the Property back from the Corporation pursuant to the Lease Agreement to be entered into by and between the District and the Corporation ("Lease Agreement");

WHEREAS, all rights to receive such lease payments will be assigned without recourse by the Corporation to the Trustee pursuant to an Assignment Agreement to be entered into by such parties;

WHEREAS, in consideration of such assignment and the execution of the Trust Agreement, the Trustee will execute and deliver the Certificates, each evidencing a direct, fractional undivided interest in the lease payments to be paid under the Lease Agreement;

WHEREAS, the Board of Directors of the Corporation wishes at this time to authorize and approve all proceedings for the financing of the Project and the delivery and sale of the Certificates for that purpose and all related documents and actions, in furtherance of the purposes for which the Corporation has been formed.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Capistrano Unified School District School Facilities Corporation as follows:

SECTION 1. Approval of Financing and Related Documents. The Board of Directors approves the participation of the Corporation in financing the Project as outlined above. To that end, the Board of Directors approves each of the following financing documents in substantially the respective forms on file with the Secretary, together with any changes therein or additions thereto deemed advisable by the Secretary, whose execution thereof shall be conclusive evidence of such approval:

(a) The Site Lease between the District, as lessor, and the Corporation as lessee, under which the District shall lease the Property or other appropriate property to the Corporation.

(b) The Lease Agreement between the Corporation, as lessor, and the District as lessee, under which the Corporation shall lease the Property or other appropriate property back to the District, and the District agrees to pay semiannual lease payments from legally available funds as required to implement the financing plan.

(c) The Trust Agreement among the District, the Corporation and U.S. Bank National Association (the "Trustee"), under which the Trustee agrees to execute and deliver the Certificates, and which specifies the detailed terms and provisions relating to the Certificates.

(d) The Assignment Agreement between the Corporation and the Trustee, under which the Corporation shall assign to the Trustee its right to receive lease payments from the District under the Lease Agreement.

The President, the Vice President and the Secretary are each individually authorized and directed for and in the name and on behalf of the Corporation to execute the final form of each of the foregoing documents.

SECTION 2. Sale of Certificates. The Board of Directors approves the sale of the Certificates to a purchaser ("Purchaser") to be selected by a competitive process, in accordance with a Certificate Purchase Agreement to be entered into between the District and the Purchaser.

SECTION 3. Official Actions. The President, the Vice President, the Secretary and all other officers of the Corporation are each authorized and directed in the name and on behalf of the Corporation to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved pursuant to this Resolution. Whenever in this resolution any officer of the Corporation is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the Capistrano Unified School District School Facilities Corporation on the 8th day of November, 2017, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Secretary

RECORDING REQUESTED BY:
Capistrano Unified School District

AND WHEN RECORDED MAIL TO:
Dannis Woliver Kelley
750 B Street, Suite 2310
San Diego, California 92101
Attn: Janet Mueller, Esq.

[Space above for Recorder's use.]

This document is recorded for the benefit of the Capistrano Unified School District and recording is fee-exempt under § 27383 of the Government Code.

SITE LEASE

by and between

CAPISTRANO UNIFIED SCHOOL DISTRICT

and

CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Dated as of December 1, 2017

Relating to

**\$_____ CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION
(NEW CLEAN RENEWABLE ENERGY BOND) (SERIES A – DIRECT SUBSIDY) AND**

**\$_____ CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION (SERIES B – TAXABLE)**

SITE LEASE

This SITE LEASE, executed and entered into as of December 1, 2017, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), and the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation");

WITNESSETH:

WHEREAS, the Corporation was formed for the purpose of assisting the financing and refinancing of capital improvements for the benefit of the District, and the members of the Board of Directors of the Corporation are the members of the Board of Trustees of the District ("Board of Trustees"); and

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount of \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code (the "Code") to finance various solar photovoltaic projects of the District (collectively, the "Project") which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code; and

WHEREAS, in order to finance the Project, the Corporation is entering into this Site Lease (the "Site Lease") with the District for the purpose of having the District lease the real property and improvements described in **Exhibit A** hereto (the "Property"), to the Corporation; and

WHEREAS, the Corporation intends to lease back the Property to the District pursuant to a Lease Agreement to be executed and entered into as of the date hereof (the "Lease"); and

WHEREAS, by resolutions duly adopted by their respective governing boards, the District and the Corporation have authorized the execution of this Site Lease, and agreed to deliver this Site Lease upon performance and compliance by each party with all terms or conditions of this contract to be performed concurrently herewith, including without limitation the delivery of certain certificates of participation designated (a) Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds)(Series A – Direct Subsidy); and (b) Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) (collectively, the "Certificates"), executed and delivered pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. All terms not otherwise defined herein shall have the definitions given such terms in the Trust Agreement or the Lease.

Section 2. The Property. The District hereby leases the Property to the Corporation and the Corporation hereby leases the Property from the District, on the terms and conditions hereinafter set forth.

Section 3. Term. The term of this Site Lease shall commence as of the date of execution and delivery of the Certificates, which shall be December 21, 2017, and shall remain in effect until the last day of the Term (as defined in the Lease); provided, however, that in the event of a default by the District under the Lease and the Corporation's election to terminate the Lease under Section 9.2(b) thereof, the term of this Site Lease shall not terminate until the earlier of such time as all amounts payable by the District under the Lease and the Trust Agreement have been paid in full or December 1, 2042.

Section 4. Rental. The Corporation, and any assignee or successor in interest of the Corporation under this Site Lease, shall pay to the Trustee on behalf of the District as prepayment of rental hereunder the sum of \$_____ representing the net proceeds of the sale of the Certificates, by causing a portion of such amount to be deposited to the Project Fund and the Delivery Cost Fund, as described in the Trust Agreement, and a portion of such amount to be paid directly to the Insurer as the premiums on the Policy and the Reserve Policy.

Section 5. Purpose. The Corporation shall use the Property solely for the purpose of leasing back such Property to the District or others pursuant to the Lease and for such purposes as may be incidental thereto; provided, that in the event of default by the District under the Lease or termination pursuant thereto, the Corporation may exercise the remedies of repossession and re-leasing of the Property, as provided in the Lease.

Section 6. Interest in Property. The District warrants and covenants that it has sufficient interest in the Property to lease it hereunder. In the event of a title defect in the Property that impairs the right to use and occupy the Property, the District covenants that it will exercise its condemnation powers to the extent permitted by law to obtain the necessary rights in the Property to cure such defect and limitation of the right to use and occupancy.

Section 7. Assignments and Subleases. The District acknowledges and affirms the assignment by the Corporation of its rights under this Site Lease to the Trustee, under the terms of the Assignment Agreement dated as of the date hereof, for the benefit of the Owners of the Certificates and any Additional Certificates. This Site Lease may also be assigned and the Property subleased, as a whole or in part, by the Corporation or the Trustee without necessity of obtaining the consent of the District, if any event of default occurs under the Lease.

Section 8. Termination. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Property in the same good order and condition as the same was in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon

the Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Section 9. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Property.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following the District's written notice to and demand for correction thereof by the Corporation, the District may exercise any and all remedies granted by law; provided, however, that (i) in no event shall the District be permitted to terminate this Site Lease and (ii) no merger of this Site Lease and the Lease shall be deemed to occur as a result of the District's exercise of any remedies hereunder.

Section 11. Taxes. Subject to the provisions of Section 7.7 of the Lease, the District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 12. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of unpaid Lease Payments, Reserve Replenishment Rent and all Additional Payments due the Corporation under the Lease.

Section 13. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 15. Representatives. Whenever under the provisions of this Site Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the District by the Superintendent or Deputy Superintendent as representative, or his or her written designee as representative, and for the Corporation by its President, Secretary or Chief Financial Officer, as representative, or his or her written designee as representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 16. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision or Section of this Site Lease.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 18. Amendments. This Site Lease may be amended, modified or supplemented in writing as may be mutually agreed by the District, the Corporation and the

Insurer; provided, however, that, if Certificates or Additional Certificates have been executed and delivered and are Outstanding, no such amendment which materially adversely affects the rights of the Owners of the Certificates or Additional Certificates shall be effective unless it shall have been consented to by the Trustee and the Owners of a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding.

Section 19. Warranties of the District as to the Property. The District covenants and warrants to the Corporation:

(a) That the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere for the financing as contemplated by the Lease;

(b) That all taxes, assessments, or impositions of any kind with respect to the Property, except current taxes, have been paid in full;

(c) That the Property is necessary to the District in order for the District to perform its governmental functions; and

(d) That the Property is properly zoned for its intended purposes.

Section 20. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease.

Section 21. Insurer as Third-Party Beneficiary. The Insurer shall be recognized as being a third-party beneficiary under the Site Lease and may enforce any right, remedy or claim conferred upon, given or granted hereunder.

Section 22. No Termination. No termination, assignment (other than to the Trustee in accordance with the Assignment Agreement), transfer, release, disposition or sublease of the Site Lease, the Property or any portion thereof shall be permitted without the prior written consent of the Insurer.

Section 23. Title. The District represents, warrants and covenants that it has good and indefeasible marketable fee simple title to the Property and all building, property and improvements comprising the Property. The District covenants and agrees to hold and maintain clean and marketable title to the Property during the term of this Site Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed by their duly authorized officers as of the date and year first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT,
as lessor

By: _____
Kirsten Vital, Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION,
as lessee

By: _____
Martha McNicholas, President

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the Capistrano Unified School District School Facilities Corporation, a non-profit public benefit corporation duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Capistrano Unified School District School Facilities Corporation, pursuant to authority conferred by resolution of the Board adopted on _____, 2017 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 21, 2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

By: _____
Martha McNicholas, President

EXHIBIT A

DESCRIPTION OF THE PROPERTY

**THAT REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:**

RECORDING REQUESTED BY:

Capistrano Unified School District

WHEN RECORDED RETURN TO:

Dannis Woliver Kelley
ATTN: Jocelyn Pietsch
275 Battery Street, Suite 1150
San Francisco CA 94111

LEASE AGREEMENT

by and between

CAPISTRANO UNIFIED SCHOOL DISTRICT

and

CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Dated as of

December 1, 2017

This recording is exempt from recording fees pursuant to California Government Code section 27383. This transfer is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code section 11922.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND EXHIBITS	2
Section 1.1 Definitions and Rules of Construction.	2
Section 1.2 Exhibits.	3
ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES	3
Section 2.1 Representations, Covenants and Warranties of the District.	3
Section 2.2 Representations, Covenants and Warranties of the Corporation.....	5
ARTICLE III ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT	6
Section 3.1 Deposit of Certificate Proceeds.....	6
Section 3.2 Payment of Project Costs and Delivery Costs.	6
Section 3.3 Completion Certification.	6
Section 3.4 Substitution of or Addition to the Project.	6
Section 3.5 Compliance with Law.	6
Section 3.6 Further Assurances and Corrective Instruments..	6
ARTICLE IV AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS.....	7
Section 4.1 Lease.....	7
Section 4.2 Term.	7
Section 4.3 Extension of Lease Term.	7
Section 4.4 Lease Payments.	7
Section 4.5 No Withholding.	8
Section 4.6 Fair Rental Value.....	9
Section 4.7 Budget and Appropriation.....	9
Section 4.8 Assignment of Lease Payments..	9
Section 4.9 Use and Possession.	9
Section 4.10 Abatement of Lease Payments and Additional Payments in Event of Loss of Use.	10

Section 4.11	Additional Payments.	10
Section 4.12	Net-Net-Net Lease.	10
ARTICLE V INSURANCE		11
Section 5.1	Public Liability and Property Damage.	11
Section 5.2	Workers' Compensation..	11
Section 5.3	Casualty and Theft Insurance.	11
Section 5.4	Rental Interruption or Use and Occupancy Insurance.	12
Section 5.5	Title Insurance.....	12
Section 5.6	General Insurance Provisions.	13
Section 5.7	Cooperation.....	14
ARTICLE VI DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS		14
Section 6.1	Application of Net Proceeds.	14
ARTICLE VII COVENANTS WITH RESPECT TO THE PROPERTY.....		15
Section 7.1	Use of the Property.	15
Section 7.2	Interest in the Property and the Lease.	15
Section 7.3	No Flood Plain.....	16
Section 7.4	Quiet Enjoyment..	16
Section 7.5	Installation of District's Personal Property.	16
Section 7.6	Access to the Property.	16
Section 7.7	Maintenance, Utilities, Taxes and Assessments.	16
Section 7.8	Modification of the Property.	17
Section 7.9	Encumbrances; Alternative Financing Methods.	18
Section 7.10	Corporation's Disclaimer of Warranties.	18
Section 7.11	District's Right to Enforce Warranties of Vendors or Contractors.	19
Section 7.12	Substitution or Release of the Property.	19
Section 7.13	Compliance with Law, Regulations, Etc.	20

Section 7.14 Environmental Compliance.....	21
Section 7.15 Condemnation of Property.	22
ARTICLE VIII ASSIGNMENT, SUBLEASING AND AMENDMENT	22
Section 8.1 Assignment by the Corporation.	22
Section 8.2 Subleasing by the District.....	22
Section 8.3 Amendments and Modifications.....	23
ARTICLE IX EVENTS OF DEFAULT AND REMEDIES	23
Section 9.1 Events of Default Defined.....	23
Section 9.2 Remedies on Default.....	24
Section 9.3 No Remedy Exclusive.....	26
Section 9.4 Agreement to Pay Attorneys’ Fees and Expenses.....	26
Section 9.5 No Additional Waiver Implied by One Waiver.	26
Section 9.6 Application of the Proceeds from the Re-Lease of the Property.....	26
Section 9.7 Trustee and Owners to Exercise Rights.	26
Section 9.8 Assignee of Corporation..	27
ARTICLE X PREPAYMENT OF LEASE PAYMENTS.....	27
Section 10.1 Security Deposit.....	27
Section 10.2 Extraordinary Prepayment From Net Proceeds.....	27
Section 10.3 Prepayment of Lease Payments.....	27
Section 10.4 Credit for Amounts on Deposit..	27
Section 10.5 Effect of Prepayment.....	28
ARTICLE XI MISCELLANEOUS	28
Section 11.1 Notices.....	28
Section 11.2 Binding Effect.....	28
Section 11.3 Severability.	28
Section 11.4 Execution in Counterparts.....	28
Section 11.5 Applicable Law.	29

Section 11.6 Insurer as Third-Party Beneficiary; Extent of Insurer Rights.	29
Section 11.7 No Termination.	29
Section 11.8 No Merger.	29
CERTIFICATE OF ACCEPTANCE	
EXHIBIT A SEMI-ANNUAL LEASE PAYMENT SCHEDULE	
EXHIBIT B DESCRIPTION OF THE PROPERTY	
EXHIBIT C GENERAL DESCRIPTION OF THE PROPERTY	
EXHIBIT D LEASE SUPPLEMENT FORM	
EXHIBIT E FORM OF CERTIFICATE OF ADDITION OF PROJECT COMPONENT	

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement"), executed and entered into and dated as of December 1, 2017, is by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a unified school district duly organized and validly existing under the laws of the State of California ("District"), as lessee, and the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California ("Corporation"), as lessor.

WITNESSETH:

WHEREAS, the Corporation was formed for the purpose of assisting the financing OF capital improvements for the benefit of the District, and the members of the Board of Directors of the Corporation are the members of the Board of Education of the District ("Board of Education"); and

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount of \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code (the "Code") to finance various solar photovoltaic projects of the District (collectively, the "Project") which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code; and

WHEREAS, the Corporation and the District wish to provide financing for the Project by authorizing and directing the execution and delivery of Certificates of Participation designated as (a) \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A -Direct Subsidy) (the "Series A Certificates"); and (b) \$_____ 2017 Certificates of Participation (Series B - Taxable) (the "Series B Certificates") (collectively the "Certificates") pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee, evidencing proportionate interests in Lease Payments (as defined in the Trust Agreement, the "Lease Payments") to be made by the District under this Lease; and

WHEREAS, the District will lease certain real property owned by the District and the improvements thereto ("Property") to the Corporation pursuant to a Site Lease, dated as of the date hereof, and the District will sublease the Property back from the Corporation pursuant to this Lease Agreement; and

WHEREAS, the District proposes to make base rental payments (as further defined herein, the "Base Rental Payments") and additional rental payments for the use and occupancy of the Property on the terms and conditions contained in this Lease Agreement; and

WHEREAS, the District desires to designate the Series A Certificates as "New Clean Renewable Energy Bond" for purposes of Section 54C(a) of the Code; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Lease Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the Trust Agreement, together with any amendments thereof or supplements thereto permitted to be made thereunder; and the additional terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

"Environmental Regulations" shall mean all federal, state and local laws and regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq.*) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, *et seq.*) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq.*) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, *et seq.*) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq.*) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Interest Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Interest Component.

"Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, or which the District may, pursuant to provisions of Section [7.7] [maintenance utilities tax and assessments] hereof, permit to remain unpaid; (ii) the Assignment Agreement; (iii) this Lease; (iv) the Site Lease; (v) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 7.8(b) hereof; (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the District hereby certifies will not materially impair the use of the Property by the District, which may include easements for access, maintenance and operation of photovoltaic or similar energy equipment and systems; (vii) the exceptions disclosed in the title insurance policy with respect to the Leased Property issued as of the Closing Date by Chicago Title Company; and (viii) any lease, sublease or agreement entered into by the District in

connection with the execution and delivery of Parity Certificates; and (ix) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, which may include easements for access, maintenance and operation of photovoltaic or similar energy equipment and systems that are established following the date of recordation of this Lease and to which the District certifies in writing do not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the owners of the Certificates by the Trust Agreement and the Assignment Agreement and to which the Corporation and the Insurer consent in writing.

"Principal Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Principal Component.

"Project" means the Project described in Exhibit C hereto to be financed with the proceeds of the Series A Certificates, and any and all substitutions or additions thereto made as provided in Section 3.4 hereof.

"Property" shall have the meaning given in the Recitals.

"Reserve Replenishment Rent" means Reserve Replenishment Rent payable pursuant to Section 4.4(d) hereof.

"Term" shall have the meaning given in Section 4.2 hereof.

"Vendors" or "Contractors" means the persons with whom the Corporation, or the District as agent of the Corporation, has contracted for the completion of the Project.

Section 1.2 Exhibits. The following Exhibits are attached to, and by reference made a part of, this Lease:

Exhibit A: Schedule of Lease Payments to be paid by the District to the Corporation, showing the dates for each Lease Payment and amount of each Lease Payment.

Exhibit B: Legal Description of the Real Property.

Exhibit C: General Description of the Project.

Exhibit D: Lease Supplement Form.

Exhibit E: Form of Certificate of Substitution or Addition of Project Component.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is a school district duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the District to enter into this Lease, the Site Lease, the Trust Agreement and the Continuing Disclosure Certificate, and to enter into the transactions contemplated by, and to carry out its obligations under, all of the aforesaid leases and agreements; the District has duly authorized and executed all of the aforesaid leases and agreements. This Lease, the Site Lease, the Trust Agreement and the Continuing Disclosure Certificate constitute the legal, valid and binding obligations of the District enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease, the Continuing Disclosure Certificate or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Property except for Permitted Encumbrances and the pledges contained in the Trust Agreement.

(d) Execution and Delivery. The District has duly authorized and executed this Lease, the Site Lease, the Continuing Disclosure Certificate and the Trust Agreement in accordance with the Constitution and laws of the State.

(e) Indemnification of Corporation. The District covenants to defend, indemnify and hold harmless the Corporation and its directors, officers, employees, agents, successors and assigns (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease. In particular, without limitation, the District shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Project or the Property by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Lease, (iii) any act of negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Project or the Property, (iv) any act of negligence of any assignee or sublessee of the District with respect to the Project or the Property, or (v) the completion of the Project or the authorization of payment of the Project Costs by the District. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or negligence under this Lease by the Corporation, its directors, officers, agents, employees, successors or assigns.

(f) Loss of Status. The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Base Rental Payments to lose their status as a New Clean Renewable Energy Bond under Section 54C of the Code.

(g) Essentiality of Property. The District hereby represents that the components of the Property being leased hereunder are essential school district facilities.

(h) Flood Zone. To the best knowledge of the District, neither the Property, nor any part of it, is located in the FEMA 100 year flood plain.

Section 2.2 Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence; Enforceability. The Corporation is a nonprofit public benefit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid leases and agreements. This Lease, the Assignment Agreement, the Site Lease and the Trust Agreement constitute the legal, valid and binding obligations of the Corporation, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Assignment Agreement, the Site Lease or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Corporation or any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property except by Permitted Encumbrances and by the pledge contained in the Trust Agreement.

(c) Execution and Delivery. The Corporation has duly authorized and executed this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement in accordance with the laws of the State.

(d) Maintenance of Corporate Existence. To the extent permitted by law, the Corporation agrees that during the Term hereof it will maintain its existence as a corporation, will not dissolve or otherwise dispose of all or substantially all of its assets, if any, will not become a general or limited partner in any partnership and will not combine or consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it.

(e) Qualification in California. The Corporation agrees that throughout the Term hereof it will be qualified to do business in the State.

(f) Loss of Status. The Corporation shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf of cause of permit any circumstances within its control to arise or continue, if such action or inaction would cause the Base Rental Payments to lose their status as a New Clean Renewable Energy Bonds under Section 54C of the Code.

ARTICLE III

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT

Section 3.1 Deposit of Certificate Proceeds. On the Closing Date for the Certificates, the Corporation agrees to pay or cause to be paid to the District moneys to be deposited with the Trustee as provided in Section 4.01 of the Trust Agreement and in the case of Additional Certificates as provided in any Supplemental Trust Agreement which relates to such Additional Certificates.

Section 3.2 Payment of Project Costs and Delivery Costs. Payment of the Project Costs and Delivery Costs shall be made from the moneys deposited with the Trustee in the Project Cost Fund and the Delivery Cost Fund, respectively, as provided in Section 3.1 hereof and Section 4.01 of the Trust Agreement, which shall be disbursed in accordance and upon compliance with Article IV of the Trust Agreement.

Section 3.3 Completion Certification. Upon completion of the Project in a manner satisfactory to the District, the District shall deliver to the Trustee a Certificate of Completion with respect to the Project. On the date of filing the Certificate of Completion, as indicated therein, all or a portion of the excess moneys remaining in the Project Fund shall be transferred by the Trustee in accordance with Section 3.05 of the Trust Agreement.

Section 3.4 Substitution of or Addition to the Project. The District shall have the right to substitute alternate items for any portion of the Project listed in **Exhibit C** hereto or provide for additional components of the Project by providing the Trustee with a written certificate in the form contained in **Exhibit E** hereto.

Section 3.5 Compliance with Law.

(a) Public Bidding. The District shall comply with all applicable provisions for bids and contracts prescribed by law, including, without limitation, the Public Contracts Code, the Education Code, and the Government Code of the State.

(b) Wage Rates and Working Hours. The District shall comply with all provisions relating to prevailing wage rates and working hours applicable to it under the laws of the State with respect to the acquisition, construction and installation of additions to the Project.

(c) Field Act Compliance. If applicable, the District shall acquire, construct and install additions to the Project in such manner as to comply with the Field Act, Sections 39140 *et seq.* of the Education Code of the State.

(d) Plans and Specifications. If applicable, the District shall prepare and adopt plans and specifications for the acquisition, construction and installation of additions to the Project pursuant to the Education Code and Public Contracts Code of the State.

Section 3.6 Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

Section 4.1 Lease. The Corporation hereby leases the Property to the District, and the District hereby leases the Property from the Corporation, upon the terms and conditions set forth herein. This Lease shall not operate as a merger of the District's leasehold estate in the Property pursuant to this Lease and its fee estate in the Property and shall not cause the extinguishment of the leasehold interest granted to the Corporation under the Site Lease.

Section 4.2 Term. The Term of this Lease shall commence on the date of the execution and delivery of the Certificates, which shall be [December 21, 2017], and shall end on December 1, 2042, unless extended pursuant to Section 4.3, or unless terminated prior thereto upon the earliest of any of the following events:

(a) Default and Termination. A default by the District and the Corporation's election to terminate this Lease under Section 9.2(b) hereof;

(b) Payment of All Lease Payments. The payment by the District of all Lease Payments and Reserve Replenishment Rent required under Section 4.4 hereof and any Additional Payments required under Section 4.11 hereof; or

(c) Prepayment. The deposit of funds or Defeasance Securities with the Trustee in amounts sufficient to pay all Lease Payments evidenced by the Outstanding Certificates as the same shall become due, as provided by Section 10.1 hereof and the Trust Agreement has been discharged as provided by Section 6.04 and Section 14.01 of the Trust Agreement.

Section 4.3 Extension of Lease Term. If on December 1, 2042, the Certificates shall not be fully paid, or amounts shall be due hereunder or under the Trust Agreement to the Insurer with respect to the Insurance Policy or to the Reserve Insurer with respect to the Reserve Policy, or if the Lease Payments hereunder shall have been abated at any time and for any reason, then the Term shall be extended until all Certificates, all Reserve Replenishment Rent and all other such amounts due to the Insurer and the Reserve Insurer shall be fully paid, except that the Term shall in no event be extended beyond December 1, 2052.

Section 4.4 Lease Payments.

(a) Time and Amount. Subject to the provisions of Section 4.10 (regarding abatement in event of loss of use of any portion of the Property) and Article X (regarding prepayment of Lease Payments), the District agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Property, the Lease Payments (denominated into the Interest Component and Principal Component, the Interest Component of each Lease Payment being paid semiannually) in the amounts specified in **Exhibit A**, to be due and payable at the times specified in **Exhibit A**. Each Lease Payment shall be deposited with the Trustee no later than the Lease Payment Deposit Date preceding the Certificate Payment Date on which such Lease Payment is due and shall be for the right to use and occupy the Property for the preceding six-month period.

In the event the District does not make a deposit of the Lease Payment due on the respective Lease Payment Deposit Date, the Trustee shall provide prompt written notice

to the District of such failure to pay; provided, however, that failure to give such notice shall not excuse any event of default under such Section 9.1 hereof.

(b) Credits. Any amount held in an Account of the Lease Payment Fund on any Lease Payment Deposit Date (other than amounts received by the Trustee under the Insurance Policy and the Reserve Policy, and other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Section 10.2 hereof and other amounts required for payment of principal with respect to any Certificates not presented for payment or interest thereon) shall be credited towards the applicable Lease Payment then due and payable. No Lease Payment need be made on any Lease Payment Deposit Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid.

(c) Rate on Overdue Payments. In the event the District should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid, and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to each Certificate then Outstanding evidencing an interest in such Lease Payment, or the applicable rate of any Reserve Facility if there is a draw on such Reserve Facility.

(d) Reserve Replenishment Rent. If

(i) funds have been withdrawn from the Reserve Fund pursuant to a draw on the Reserve Policy in order to pay interest or principal represented by the Certificates,

(ii) Lease Payments are not in abatement pursuant to Section 4.10 hereof, and

(iii) the amount of such Lease Payments and Additional Payments due in each year is less than the annual fair rental value of the Property, according to an appraisal to be filed with the Trustee,

then the District shall pay from its first legally available moneys after payment of Lease Payments, to the Trustee, Reserve Replenishment Rent in the amount required to reimburse the Reserve Insurer for the amounts drawn on the Reserve Policy plus interest thereon at the Late Payment Rate to the date of payment over a period of not more than twelve months, in twelve (12) substantially equal payments; provided, however if such payments would cause the sum of the Lease Payments and the Reserve Replenishment Rent to exceed the fair rental value in a Fiscal Year, then the amount of the Reserve Replenishment Rent shall be reduced so that such fair rental value amount is not exceeded and the remainder of the Reserve Replenishment Rent shall be paid in equal monthly installments in the subsequent Fiscal Year until fully paid.

Section 4.5 No Withholding. Notwithstanding any dispute between the Corporation and the District, including a dispute as to the failure of any portion of the Property in use by or possession of the District to perform the task for which it is leased, the District shall make all Lease Payments, Additional Payments and Reserve Replenishment Rent when due and shall not withhold any Lease Payments, Reserve Replenishment Rent or Additional Payments pending the final resolution of such dispute.

Section 4.6 Fair Rental Value. The Lease Payments, the Reserve Replenishment Rent and the Additional Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Property during each such period for which said Lease Payments, Reserve Replenishment Rent and Additional Payments are to be paid. The parties hereto have agreed and determined that the total rental due in each Fiscal Year does not exceed the fair rental value of the Property in such Fiscal Year. In making such determination, consideration has been given to the cost of the acquisition, construction and modernization of the Property, other obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public, and the transfer of the Corporation's leasehold interest in the Property at the end of the Term.

Section 4.7 Budget and Appropriation. The District covenants to take such action as may be necessary to include all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) due hereunder in its annual budget and to make the necessary annual appropriations therefor, and to maintain such items to the extent unpaid for that Fiscal Year in its budget throughout such Fiscal Year. To the extent the amount of such payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. During the Term, the District will furnish annually, on or before December 1 of each year, to the Trustee a certificate of the District Representative stating that all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) due hereunder for the applicable Fiscal Year have been included in its annual budget and the amount so included. The covenants on the part of the District contained in this Section 4.7 shall be deemed to be and shall be construed to be duties imposed by law and it shall be the ministerial duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

Section 4.8 Assignment of Lease Payments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, Prepayments and Reserve Replenishment Rent to be made by the District hereunder, have been absolutely and irrevocably assigned to the Trustee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the District hereby consents. The Corporation hereby directs the District, and the District hereby agrees, to pay to the Trustee at the Trustee's corporate trust office in [St. Paul, Minnesota], or to the Trustee at such other place as the Trustee shall direct in writing, all Lease Payments, Prepayments and Reserve Replenishment Rent payable by the District hereunder. The Corporation will not assign or pledge the Lease Payments, Prepayments or Reserve Replenishment Rent or other amounts derived from the Property and from its other rights under this Lease except as provided under the terms of this Lease, the Assignment Agreement and the Trust Agreement, or its duties and obligations except as provided under this Lease and any assignment in contravention hereof shall be void.

Section 4.9 Use and Possession. The total Lease Payments, Reserve Replenishment Rent and Additional Payments due in any Fiscal Year shall be for the District's right to use and possess the Property for such Fiscal Year. During the Term of this Lease, the District shall be entitled to the exclusive use and possession of the Property, subject only to the Permitted Encumbrances.

Section 4.10 Abatement of Lease Payments and Additional Payments in Event of Loss of Use.

(a) Period. The obligation of the District to pay Lease Payments, Reserve Replenishment Rent and Additional Payments shall be abated, in whole or in part, during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation with respect to any portion of the Property there is substantial interference with the District's right to use and possession of such portion of the Property.

(b) Amount. The amount of such abatement shall be determined by the District such that the resulting Lease Payments, Reserve Replenishment Rent and Additional Payments represent fair consideration for the District's right to use and possession of the portion of the Property not damaged, destroyed, or interfered with as a result of title defect or taking. Such abatement shall commence with such damage, destruction or interference by title defect or taking and end with the substantial completion of the replacement or work or repair, or the end of the interference by title defect; provided, however, that during abatement, available moneys on deposit in the Reserve Fund and the Lease Payment Fund, and other sources of money that constitute a special fund, including without limitation proceeds of rental interruption or use and occupancy insurance, shall be applied to pay the Lease Payments.

(c) Repair or Replacement. In the event of such abatement, the District will use its best efforts to repair or replace the damaged or destroyed or taken portion of the Property, as the case may be, from Net Proceeds, subject to the requirements of Section 6.1 hereof, or special funds of the District or other moneys the application of which would, in the opinion of Special Counsel addressed to the Trustee, the Insurer, the District and the Corporation, not result in the obligations of the District hereunder constituting indebtedness of the District in contravention of the Constitution and laws of the State.

Section 4.11 Additional Payments. In addition to the Lease Payments, the District shall also pay such amounts ("Additional Payments") as shall be required for the payment of all administrative costs of the Corporation relating to the Property or the Certificates, including without limitation all expenses, compensation and indemnification of the Trustee payable by the District under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its ownership of the Property or undertaking of the transactions contemplated herein or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers, any and all amounts due to the Insurer and the Reserve Insurer under the Trust Agreement (other than amounts paid by the Insurer and the Reserve Insurer to Certificate Owners under the Policy and the Reserve Policy, which are considered Lease Payments or Reserve Replenishment Rent, as applicable, hereunder), and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates or of the Trust Agreement, including premiums on insurance maintained pursuant to Article V hereof or to indemnify the Corporation, the Trustee and their respective employees, officers, agents and directors.

Section 4.12 Net-Net-Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, taxes, fees, insurance premiums, rebate payments, reserve deposits, costs associated with the Property, charges or set-offs whatsoever, except as expressly provided herein.

ARTICLE V

INSURANCE

Section 5.1 Public Liability and Property Damage.

(a) Coverage. The District shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the District and the Corporation, their directors, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any District property or portion thereof.

(b) Limits. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$150,000 (subject to a deductible clause of not to exceed \$75,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to the liability limits set forth herein.

(c) Joint or Self-Insurance. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the District.

(d) Payment of Net Proceeds. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.2 Workers' Compensation. The District shall also maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Workers' Compensation Insurance and Safety Act now in force in the State, or any act hereafter enacted as an amendment or supplement thereto (with provision for self-insurance of no more than \$1,000,000), or may self-insure for such coverage through another self-insurance plan pursuant to Section 5.6(e) hereof.

Section 5.3 Casualty and Theft Insurance.

(a) Casualty and Theft Insurance: Coverage. The District shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any portion of the Property caused by fire and lightning, with extended coverage and theft, vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance.

(b) Amount. Such insurance shall be in an amount (except that such insurance may be subject to deductible clauses of not to exceed \$50,000 for any one loss) not less than the greater of (i) the replacement cost of the Property and (ii) the aggregate principal amount of the Certificates at the time Outstanding. Full payment of proceeds up to

the required policy dollar limit in connection with damage to the Property shall, under no circumstances, be contingent on the degree of damage at other facilities owned or leased by the District. The policy must explicitly waive any co-insurance penalty.

(c) Joint or Self-Insurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the District.

(d) Payment of Net Proceeds. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Net Proceeds Fund and applied as provided in Section 6.1.

Section 5.4 Rental Interruption or Use and Occupancy Insurance.

(a) Coverage and Amount. The District shall maintain or cause to be maintained rental interruption or use and occupancy insurance in an amount not less than the maximum remaining scheduled Lease Payments in any future 24-month period, to insure against loss of rental income from the Property caused by perils covered by the insurance required to be maintained as provided in Section 5.3 hereof. Such rental interruption or use and occupancy insurance shall name the Trustee as loss payee.

(b) Joint Insurance. Such insurance may be maintained as part of or in conjunction with any other rental income or use and occupancy insurance carried by the District.

(c) Payment of Net Proceeds. The Net Proceeds of such rental interruption or use and occupancy insurance shall be paid to the Trustee and deposited (1) in the Reserve Fund (in payment of any Reserve Replenishment Rent) to make up any deficiencies therein, and (2) in the Lease Payment Fund, to be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable.

(d) Rental Interruption or Use and Occupancy Insurance. Evidence of such rental interruption or use and occupancy insurance policy being in effect shall be sent annually at renewal to the Trustee.

(e) No Self-Insurance. No self-insurance will be permitted with respect to the above requirements for rental interruption or use and occupancy insurance.

Section 5.5 Title Insurance. The District shall obtain and, throughout the Term of this Lease, maintain or cause to be maintained title insurance on the Property, in the form of an ALTA title policy (with Western Regional exceptions), in an amount equal to the aggregate principal amount of the Certificates Outstanding, issued by a company of recognized standing, duly authorized to issue the same, payable to the Trustee for the benefit of the Owners, subject only to Permitted Encumbrances. Said policy shall insure (a) the Corporation's ground leasehold estate in the Property under the Site Lease, and (b) the District's leasehold estate hereunder in the Property, subject only to Permitted Encumbrances. The Net Proceeds of such insurance shall be applied as provided in Section 6.1. The Trustee shall be provided with a title insurance policy in an amount equal to principal amount of the Certificates.

Section 5.6 General Insurance Provisions.

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease (other than the title insurance required by Section 5.5) and any statements of self-insurance shall be in a form certified by an insurance agent, broker or consultant to the District to comply with the provisions hereof. All such policies shall provide that the District shall give the Trustee thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby and, for any policy not in effect as of the date of execution and delivery of the Certificates, shall be provided by carriers rated in one of the two highest rating categories, without regard to modifiers, by S&P or Moody's and at least "A" by A.M. Best Company, Inc. unless otherwise consented to by the Insurer. Each policy of insurance required to be procured and maintained pursuant to Section 5.3 (regarding casualty and theft insurance), Section 5.4 (regarding rental interruption or use and occupancy insurance) and Section 5.5 (regarding title insurance) shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Owners and the Trustee shall be the beneficiary under each such policy.

(b) Payment of Premiums. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished to the Trustee a certificate to such effect, as described in paragraph (d) below.

(c) Protection of the Trustee. The Trustee shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee.

(d) Evidence of Insurance. The District shall cause to be delivered to the Trustee and the Insurer annually on or before January 1 a certificate stating that the insurance policies required by this Lease are in full force and effect. The Trustee is entitled to rely on any such certificates as to the District's compliance with these provision and the Trustee has no further duties in that regard.

(e) Self-Insurance. The District may only elect to self-insure pursuant to Sections 5.1, 5.2 and 5.3 hereof, if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Corporation and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by other school districts in the State other than the District. Insurance provided through a California joint powers authority of which the District is a member or with which the District contracts for insurance shall not be deemed to be self-insurance for purposes hereof. Any self-insurance maintained by the District pursuant to this Article V shall comply with the following terms:

(i) The self-insurance program shall be approved in writing by an Independent Insurance Consultant;

(ii) Self-insurance and pooled insurance programs shall be subject to the prior written consent of the Insurer. Any blanket or umbrella insurance policies for property and casualty insurance shall not be permitted unless the Insurer otherwise consents. The Trustee shall be the beneficiary under such policy;

(iii) The self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid; the adequacy of such

fund shall be evaluated on an annual basis by an Independent Insurance Consultant; a certified actuarial statement attesting to the adequacy of such fund shall be delivered to the Trustee on an annual basis and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of such Independent Insurance Consultant;

(iv) The self-insured claims reserve fund shall be held in a separate trust fund by an independent trustee, which may be the Trustee;

(v) In the event the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by an Independent Insurance Consultant, shall be maintained; and

(vi) No self-insurance will be permitted with respect to the requirements for title insurance.

Section 5.7 Cooperation. The Corporation shall cooperate fully with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1 Application of Net Proceeds

(a) Deposit in Net Proceeds Fund. The District shall remit promptly to the Trustee any Net Proceeds received by the District and the Trustee, pursuant to Section 7.01 of the Trust Agreement, shall deposit in the Net Proceeds Fund the Net Proceeds of insurance which it receives as provided in Section 5.3 (regarding casualty and theft insurance) and Section 5.5 (regarding title insurance) promptly upon receipt thereof. The District and/or the Corporation shall transfer to the Trustee any other Net Proceeds received by the District and/or Corporation in the event of any accident, destruction, theft or taking by eminent domain or condemnation with respect to the Property, for deposit in the Net Proceeds Fund.

(b) Disbursement for Replacement or Repair of the Property. Upon receipt of the prior written consent of the Insurer and the certification described in paragraph (i) below and the requisition described in paragraph (ii) below, the Trustee shall disburse moneys in the Net Proceeds Fund to the person, firm or corporation named in the requisition as provided in Section 7.02 of the Trust Agreement.

(i) Certification. The District Representative must certify to the Corporation and the Trustee that:

(A) Sufficiency of Net Proceeds. The Net Proceeds available for such purpose, together with any other funds supplied by the District to the Trustee in a subaccount of the Net Proceeds Fund for such purpose, are expected to equal at least 110% (or such lesser percentage as may be consented to by the Insurer) of the projected costs of replacement or repair, as demonstrated in an attached reconstruction budget, and

(B) Timely Completion. In the event that damage, destruction or interference by title defect or taking results or is expected to result in an

abatement of Lease Payments, such replacement or repair can be fully completed within a period not in excess of the period in which rental interruption or use and occupancy insurance proceeds, as described in Section 5.4 together with other identified available moneys, will be available to pay in full all Lease Payments coming due during such period as demonstrated in an attached reconstruction schedule.

(ii) Requisition. The District Representative must state with respect to each payment to be made (1) the requisition number, (2) the name and address of the person, firm or corporation to whom payment is due, (3) the amount to be paid and (4) that each obligation mentioned therein has been properly incurred, is a proper charge against the Net Proceeds Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Any balance of the Net Proceeds remaining in the Net Proceeds Fund after such replacement or repair has been completed shall, with the prior written consent of the Insurer, be disbursed to the District. Any amounts remaining in the Net Proceeds Fund after payment or provision for payment of all Certificates shall be paid to the District as provided in Section 7.02 of the Trust Agreement.

(c) Disbursement for Prepayment. If the District Representative notifies the Trustee in writing of the District's determination that the certification provided in Section 6.1(b)(i) cannot be made or that replacement or repair of any portion of the Property is not economically feasible or in the best interest of the District, then the Trustee shall promptly transfer the Net Proceeds to the Prepayment Fund as provided in Section 7.02 of the Trust Agreement and apply them to prepayment of the Certificates as provided in Section 4.02 of the Trust Agreement and prepayment of Lease Payments as provided in Section 10.2 hereof; provided that in the event of damage or destruction in whole of the Property and in the event such Net Proceeds, together with funds then on hand in the Lease Payment Fund and Reserve Fund, are not sufficient to prepay all the Certificates then Outstanding, then the District shall, in accordance with Section 4.10(c) hereof, use its best efforts to repair or replace the Property from Net Proceeds and other lawfully available funds of the District, unless the Insurer consents to a prepayment of a portion of the Certificates from available Net Proceeds.

ARTICLE VII

COVENANTS WITH RESPECT TO THE PROPERTY

Section 7.1 Use of the Property. The District represents and warrants that it has an immediate need for, and expects to make immediate use of, all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Section 7.2 Interest in the Property and the Lease.

(a) Corporation Holds Leasehold Interest During Term. During the Term of this Lease, the Corporation does and shall hold a leasehold interest in the Property pursuant to the Site Lease. The District shall take any and all actions reasonably required, including but not limited to executing and filing any and all documents reasonably required, to maintain and evidence such title and interest at all times during the Term of this Lease.

(b) Title Transferred to District at End of Term. Upon expiration of the Term as provided in Section 4.2(b) or 4.2(c) hereof, all right, title and interest of the Corporation in and to all of the Property pursuant to this Lease shall be transferred to and vest in the District, without the necessity of any additional document of transfer.

Section 7.3 No Flood Plain. The District represents, warrants and covenants that neither the Property nor any portion thereof, is located in the FEMA 100 year flood plain.

Section 7.4 Quiet Enjoyment. During the Term, the Corporation shall provide the District with quiet use and enjoyment of the Property, and the District shall during such Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, or any person or entity claiming under or through the Corporation except as expressly set forth in this Lease. The Corporation will, at the request of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.6 hereof.

Section 7.5 Installation of District's Personal Property. The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon any portion of the Property. All such items shall remain the sole personal property of the District, regardless of the manner in which the same may be affixed to such portion of the Property, in which neither the Corporation nor the Trustee shall have any interest, and may be modified or removed by the District at any time; provided that the District shall repair and restore any and all damage to such portion of the Property resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the District from purchasing items to be installed pursuant to this Section, provided that no lien or security interest shall attach to any part of the Property.

Section 7.6 Access to the Property. The District agrees that the Corporation, any Corporation Representative and the Corporation's successors, assigns or designees shall have the right at all reasonable times to enter upon the Property or any portion thereof to examine and inspect the Property. The District further agrees that the Corporation, any such Corporation Representative, and the Corporation's successors, assigns or designees shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the District to perform its obligations hereunder.

Section 7.7 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Property, all repair and maintenance of the Property shall be the responsibility of the District, and the District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Lease.

(b) Tax and Assessments; Utility Charges. The District shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any

type or nature charged to the Corporation or the District or levied, assessed or charged against any portion of the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The District may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges upon notice to the Insurer and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Corporation and the Trustee with the opinion of an Independent Counsel acceptable to the Corporation and the Trustee, to the effect that, by nonpayment of any such items, the interest of the Corporation in such portion of the Property will not be materially endangered and that the Property will not be subject to loss or forfeiture. Otherwise, the District shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Corporation. The Corporation will cooperate fully in such contest, upon the request and at the expense of the District. The District shall pay any contested amount if requested in writing by the Insurer to do so.

Section 7.8 Modification of the Property.

(a) Additions, Modifications and Improvements. The District shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Property if such improvements are necessary or beneficial for the use of such portion of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way cause an abatement of Lease Payments with respect to the Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates; and the Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any additions, modifications or improvements made by the District pursuant to this Section; provided that if any such lien is established and the District shall first notify or cause to be notified the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Trustee (as assignee of the Corporation). The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

(c) Replacements, Redevelopment and Renovation. The District shall, at its own expense, have the right to make replacements, redevelopment or renovation of all or a portion of the Property if the following conditions precedent are satisfied:

(i) The District receives an opinion of Special Counsel, a copy of which the District shall furnish to the Corporation, the Insurer and the Trustee, that the Lease will remain the legal, valid, binding and enforceable obligation of the District;

(ii) In the event such replacement, redevelopment or renovation would result in the temporary abatement of Lease Payments as provided in Section 4.10 hereof, the District shall have notified each rating agency then providing a rating on the Certificates and shall deposit moneys with the Trustee in advance for payment of Lease Payments from special funds of the District or other moneys, the application of which would not, in the opinion of Special Counsel (a copy of which shall have been delivered to the Trustee and the Insurer), result in such Lease Payments constituting indebtedness of the District in contravention of the Constitution and laws of the State;

(iii) The District shall certify to the Trustee and the Insurer that it has sufficient funds to complete such replacement, redevelopment or renovation; and

(iv) In the case of replacement or redevelopment, the District, the Insurer and the Trustee shall receive an independent MAI appraisal or a schedule of insured values from the District's insurer showing that the value of the replacements will be greater than the principal amount of Certificates then outstanding.

(v) In the case of a replacement of the Property, the Insurer shall have consented in writing to such replacement.

Section 7.9 Encumbrances; Alternative Financing Methods.

(a) Encumbrances. Except as provided in this Article VII (including without limitation Section 7.8 hereof and this Section 7.9), the District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, liens, charges, encumbrances or claims, as applicable, on or with respect to the Property, other than Permitted Encumbrances and other than the respective rights of the Corporation and the District as herein provided. Except as expressly provided in this Article VII, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the District may contest such liens if it desires to do so, if it provides security to the Trustee against any loss or forfeiture. The District shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Alternative Financing Methods. Notwithstanding the foregoing, the District may (with the prior written consent of the Insurer) create or suffer to create any mortgage, pledge, liens, charges, encumbrances or claims upon the Property or any improvements thereto, provided that any such mortgage, pledge, liens, charges, encumbrances or claims shall at any time while any of the Certificates remain Outstanding be and remain subordinate in all respects to the Site Lease and Lease and any security interest given to the Trustee for the benefit of the Owners.

Section 7.10 Corporation's Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE DISTRICT IS LEASING THE

PROPERTY AS IS. In no event shall the Corporation be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease, the Assignment Agreement or the Trust Agreement for the existence, furnishing, functioning or District's use and possession of the Property.

Section 7.11 District's Right to Enforce Warranties of Vendors or Contractors. The Corporation hereby irrevocably appoints the District as its agent and attorney-in-fact during the Term of this Lease, so long as the District shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Property which the Corporation may have against any vendor or contractor. The District's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Corporation, nor shall such matter have any effect whatsoever on the rights and obligations of the Corporation with respect to this Lease, including the right to receive full and timely Lease Payments and all other payments due hereunder. The District shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Corporation shall, upon the District's request and at the District's expense, do all things and take all such actions as the District may request in connection with the assertion of any such claims and rights.

Section 7.12 Substitution or Release of the Property. The District, with the prior written consent of the Insurer, shall have the right to substitute alternate real property for any portion of the Real Property described in Exhibit B hereto or to release a portion of the Property described in Exhibit B from the lien of this Lease by providing the Trustee with a supplement to this Lease substantially in the form attached as Exhibit D hereto and by satisfying the conditions set forth in paragraph (a) through (h), inclusively, of this Section 7.12. All costs and expenses incurred in connection with such substitution or release shall be borne by the District. Notwithstanding any substitution or release pursuant to this Section, there shall be no reduction in or abatement of the Lease Payments due from the District hereunder as a result of such substitution or release. No substitution or release shall be permitted hereunder unless:

(a) any substituted property is free from any liens, other than Permitted Encumbrances, as certified by the District in a certificate delivered to the Trustee;

(b) the District provides prior written notice thereof to each rating agency then rating the Certificates;

(c) an independent MAI or equivalent certified real estate appraiser selected by the District finds (and delivers a certificate to the District and the Trustee setting forth its findings) or a schedule of insured values from the District's insurer showing that the value of the real property remaining after such substitution or release (i) is greater than the principal amount of Certificates then outstanding and (ii) has an equivalent or greater useful life as the Property to be released and that the useful life of the substituted real property exceeds the remaining Term;

(d) with respect to a substitution, the District obtains or causes to be obtained an ALTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners. Such policy shall comply with Section 5.5 hereof, shall be in a form satisfactory to the Insurer and the Corporation, shall be in the amount equal to the Principal Component of Lease Payments attributable to the substituted real property, and shall insure all interests required under Section 5.5, as applicable, to the substituted real property;

(e) the District shall give, or cause to be given, any notice of the occurrence of such substitution or release required to be given pursuant to the Continuing Disclosure Certificate;

(f) upon any substitution or release, the District, the Corporation and the Trustee shall execute and the District shall record with the office of the County Recorder, Orange County, California, any document necessary to reconvey to the District the portion of the Property being released and to include the substituted real property and/or improvements thereon as all or a portion of the Property; and

(g) the District shall certify to the Trustee and the Insurer that any substituted real property is of approximately the same degree of essentiality to the District as the Property being released.

Section 7.13 Compliance with Law, Regulations, Etc.

(a) The District has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the District nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of the Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the District, the Property or the business operations conducted by the District thereon (collectively, "Hazardous Materials") on, from or beneath the Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Materials on, from or beneath the Property, or (iii) stored any material amount of petroleum products at the Property in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of, or used in the maintenance of school and school related buildings, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) No portion of the Property located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to the Property.

Section 7.14 Environmental Compliance.

(a) The District shall not use or permit the Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of a unified school district, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the District shall promptly commence and perform, or cause to be commenced and performed promptly, without cost or liability to the Trustee, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the improvements on the Property.

(b) The District shall comply with, and shall cause all tenants, subtenants, licensees, guests, invitees, contractors, employees and agents on the Property to comply with, all Environmental Regulations, and shall keep the Property free and clear of any liens imposed pursuant thereto; provided, however, that notwithstanding that a portion of this covenant is limited to the District's use of its best efforts, the District shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the District's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any person with regard to the Release of Hazardous Materials on, from or beneath the Property, the District shall give prompt written notice thereof to the Trustee prior to the expiration of any period in which to respond to such notice under any Environmental Regulation.

(c) Irrespective of whether any representation or warranty contained in Section 7.13 is not true or correct, the District shall, to the extent permitted by law, defend, indemnify and hold harmless the Trustee, the Insurer, the Owners, their partners, depositors and each of their respective employees, agents, officers, directors, trustees, representatives, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees and expenses incurred to enforce the indemnification contained in this Section 7.14, consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Trustee or the Insurer shall have delivered to the District), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, release, threat of release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Trustee shall have delivered to the District), or governmental order relating to Hazardous Materials on, from or beneath the Property, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors,

licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the District is strictly liable under any Environmental Regulation, its obligation to the Owners and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. The obligations and liabilities under this Section 7.14(c) shall survive the payment and satisfaction of all Certificates, and with regard to the Trustee the resignation and removal of the Trustee.

(d) The District shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

Section 7.15 Condemnation of Property. The District hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the District will not exercise the power of condemnation with respect to the Property. The District further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the District shall fail or refuse to abide by such covenant and condemns the Property, then the appraised value of the Property shall not be less than (i) if such Certificates are then subject to prepayment, the Principal Component and Interest Component of the Certificates outstanding through the date of their prepayment, or (ii) if such Certificates are not then subject to prepayment, the amount necessary to defease the Certificates to the first available prepayment date in accordance with the Trust Agreement.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1 Assignment by the Corporation. Except as provided herein, in the Trust Agreement and the Assignment Agreement, the Corporation will not assign this Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2 hereof and any assignment in contravention hereof shall be void.

Section 8.2 Subleasing by the District. In the event that the Property is subleased by the District, the obligation to make Lease Payments hereunder shall remain the obligation of the District. The District may sublease all or any portion of the Property (with the prior written consent of the Insurer), so long as such sublease does not, in the opinion of Special Counsel, adversely affect the validity of this Lease, subject to all of the following conditions:

(a) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District, as acknowledged in an officer's certificate delivered to the Trustee and the Insurer; and

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Insurer, the Trustee and S&P a true and complete copy of such sublease;

(c) Any sublease of the Property by the District shall expressly provide that such sublease is subject to all rights of the Corporation under this Lease Agreement, including,

the right to re-enter and re-let the Property or terminate this Lease Agreement in the event of a default by the District; and

(d) No sublease, release, sale, disposition or substitution of the Property subject to (i) the Site Lease or Lease or (ii) any mortgage, deed of trust or other document evidencing a security interest in, or otherwise pledged, directly or indirectly, to secure the Certificates, shall occur without the prior written consent of the Insurer.

The issuance of Parity Certificates shall not constitute a sublease pursuant to this Section.

Section 8.3 Amendments and Modifications. This Lease may be amended or any of its terms modified with the written consent of the District, the Insurer and the Trustee (as assignee of the Corporation), in accordance with Article X of the Trust Agreement.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default.

(i) Lease Payments. Failure by the District to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Deposit Date; and

(ii) Reserve Replenishment Rent. Failure by the District to timely pay any Reserve Replenishment Rent, if and when required by Section 4.4(d) hereof.

(b) Covenant Default. Failure by the District to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Trust Agreement or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation, the Trustee, or the Owners of not less than twenty percent (20%) in aggregate principal amount of Certificates then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation or such Owners, as the case may be, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected, except that such grace period shall not exceed 60 days without the prior written consent of the Insurer.

(c) Bankruptcy or Insolvency. The filing by the District of a case in bankruptcy, or the subjection of any right or interest of the District under this Lease to any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Section 9.2 Remedies on Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease. Notwithstanding anything herein or in the Trust Agreement to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE. After the occurrence of an event of default hereunder, the District will surrender possession of the Property to the Corporation, if requested to do so by the Corporation, the Trustee or the Owners, in accordance with the provisions of this Section 9.2. So long as the Insurer is not in default under the Insurance Policy, the Insurer, acting alone, shall have the right to direct and control all remedies upon an event of default including, without limitation, the election to terminate or not to terminate this Lease.

(a) No Termination: Repossession and Re-Lease on Behalf of District. In the event the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the Corporation may, with the consent of the District, which consent is hereby irrevocably given, repossess the Property and re-lease it for the account of the District, in which event the District's obligation will accrue from year to year in accordance with this Lease and the District will continue to receive the value of the use of the Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the District shall remain the same as prior to such default, to pay Lease Payments, Additional Payments and Reserve Replenishment Rent whether the Corporation re-enters or not. The District agrees to and shall remain liable for the payment of all Lease Payments, Additional Payments and Reserve Replenishment Rent and the performance of all conditions contained herein and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments, Additional Payments and Reserve Replenishment Rent to the end of the Term of this Lease, but said Lease Payments, Additional Payments and Reserve Replenishment Rent and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments, Additional Payments and Reserve Replenishment Rent hereunder, notwithstanding such repossession by the Corporation or any suit brought by the Corporation for the purpose of effecting such repossession of the Property or the exercise of any other remedy by the Corporation.

The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to repossess and re-lease the Property in the event of default by the District in the performance of any covenants contained herein to be performed by the District and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in the Orange County, for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-leasing of the Property. The District hereby waives any and all claims for damage caused or which may be caused by the Corporation in repossessing the Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Property and all claims for damages to or loss of any property belonging to the District that may be in or upon the Property.

The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such

re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subparagraph (b) below.

The District shall retain the portion of rental obtained by the Trustee, as assignee of the Corporation, that is in excess of the Lease Payments, Additional Payments and Reserve Replenishment Rent, the fees, expenses and costs of the Trustee of re-leasing the Property, and all amounts payable by the District under this Lease and the Trust Agreement.

In the event that the liability of the District under this subsection (a) is held by a court of competent jurisdiction to constitute indebtedness or liability in any year exceeding in any year the income and revenue provided for such year, the Corporation, or the Trustee or the Owners, as assignees of the Corporation, shall not exercise the remedies provided in this subsection (a).

(b) Termination: Repossession and Re-Lease. In the event of the termination of this Lease by the Corporation at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any repossession of the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the District nevertheless agrees to pay to the Corporation all costs, losses or damages howsoever arising or occurring payable at the same time and in the same manner as is provided herein in the case of payment of Lease Payments, Additional Payments and Reserve Replenishment Rent. Any proceeds of the re-lease or other disposition of the Property by the Corporation shall be deposited into the Lease Payment Fund and be applied in accordance with the provisions of Section 5.03 of the Trust Agreement. Any surplus received by the Trustee, as assignee of the Corporation, from such re-leasing over total Lease Payments, Additional Payments and Reserve Replenishment Rent that would have been due hereunder and the fees, expenses and costs of the Trustee as assignee of the Corporation on re-leasing the Property shall be remitted to the District. Neither notice to pay rent or to deliver up possession of the Property given pursuant to law nor any proceeding taken by the Corporation to recover possession of the Property shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease. The District covenants and agrees that no surrender of the Property for the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice. No such termination shall be effected either by operation of law or act of the parties hereto, except only in the manner herein expressly provided.

(c) No Termination: Collection of Lease Payments. In the event the Corporation does not elect to terminate this Lease in the manner provided for in subparagraph (b) above or to exercise its right to re-enter and re-lease in subparagraph (a) above, the Corporation may collect each installment of Lease Payments as the same become due and enforce any other terms or provisions hereof to be kept or performed by the District, regardless of whether or not the District has abandoned the Property.

(d) Other Remedies. In addition to the other remedies set forth in this Section, upon the occurrence of an event of default, the Corporation and its assignee shall be entitled to proceed to protect and enforce the rights vested in the Corporation and its assignee by this Lease Agreement or by law. The provisions of this Lease Agreement and the duties of the District and of its board, officers or employees shall be enforceable by the Corporation or its assignee by mandamus or other appropriate suit, action or proceeding in any court of

competent jurisdiction. Without limiting the generality of the foregoing, the Corporation and its assignee shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the District and its board, officers and employees and its assigns to account as the trustee of an express trust.

(ii) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or its assignee.

(iii) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce the Corporation's or its assignee's rights against the District (and its board, officers and employees) and to compel the District to perform and carry out its duties and obligations under the law and its covenants and agreements with the District as provided herein.

Section 9.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 9.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6 Application of the Proceeds from the Re-Lease of the Property. All amounts received by the Corporation under this Article IX shall, subject to Section 13.03 of the Trust Agreement, be deposited by the Trustee in the Lease Payment Fund and credited towards the Lease Payments in order of Lease Payment Deposit Dates.

Section 9.7 Trustee and Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been absolutely and irrevocably assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners as provided in the Trust Agreement. To the extent that this Lease confers upon or gives or grants the Trustee any right, remedy or claim under or by reason of this Lease, the Trustee is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 9.8 Assignee of Corporation. All references to the Corporation in this Article IX shall refer to its assignee following the Corporation's assignment of its rights hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1 Security Deposit. Notwithstanding any other provision of this Lease, the District may, on any date, secure the payment of Lease Payments and Additional Payments by a deposit by it with the Trustee of cash and/or Defeasance Securities as provided in Section 14.01 of the Trust Agreement. In such event, and provided that the District has paid any other amounts due and owing under this Lease and the Trust Agreement, all obligations of the District under this Lease, and all security provided by this Lease for said obligations, shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, Lease Payments and Additional Payments from such deposit. On the date of said deposit, title to the Property shall vest in the District automatically and without further action by the District or the Corporation (except as provided herein). Said deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease. The Corporation shall execute and deliver such further instruments and take such further action as may reasonably be requested by the District for carrying out the title transfer of the Property.

Section 10.2 Extraordinary Prepayment From Net Proceeds. The District shall be obligated to prepay the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys theretofore deposited in the Prepayment Fund (at least 45 days prior to the date fixed for prepayment of the Certificates) pursuant to Section 4.02 of the Trust Agreement. The District and the Corporation hereby agree that such Net Proceeds or other moneys shall be credited towards the District's obligations hereunder (except in the case of such prepayment of the Lease Payments in whole) pro rata among Lease Payments so that following Prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

Section 10.3 Prepayment of Lease Payments.

(a) Subject to the terms and conditions of this Section, the Corporation hereby grants an option to the District to prepay the Lease Payments in whole or in part, on the dates and at the prepayment prices set forth in Section 4.03(a) of the Trust Agreement. The District and the Corporation agree that such prepayments shall be credited toward the District's obligations hereunder corresponding to the resulting prepayment of the Certificates in accordance with Section 4.03(a) of the Trust Agreement on the dates and at the prepayment prices provided therein.

(b) The District shall execute said options by giving written notice to the Trustee thereof pursuant to the Trust Agreement and depositing (1) accrued interest on the Principal Component to be prepaid to the date of prepayment, plus (2) any Lease Payments then due but unpaid, plus (3) the prepayment premium described in Section 4.03(a) of the Trust Agreement. In lieu of depositing the amounts set forth above, the District may provide evidence satisfactory to the Trustee that the optional prepayment amounts can be satisfied on the designated prepayment date.

Section 10.4 Credit for Amounts on Deposit. In the event of the securing of or prepayment of the Principal Component of the Lease Payments in full under this Article X such that the Trust Agreement shall be discharged by its terms as a result of such security deposit

or prepayment, all amounts then on deposit in the Lease Payment Fund and the Reserve Fund shall be credited toward the amounts then required to be so prepaid (other than amounts therein derived from draws under the Policy or Reserve Policy). In the event of a partial securing of or prepayment of the Principal Component of the Lease Payments under this Article X such that a portion of the Certificates shall be defeased under the Trust Agreement as a result of such prepayment, all amounts then on deposit in the Reserve Fund (other than amounts therein derived from draws under the Policy or Reserve Policy), if any, in excess of the Reserve Requirement following such defeasance, shall be credited toward the amounts then required to be so deposited or prepaid.

Section 10.5 Effect of Prepayment.

(a) In Whole. In the event that the District pays or prepays all remaining Lease Payments either by making a security deposit with the Trustee as provided in Section 10.1 hereof or from Net Proceeds as provided in Section 10.2 hereof or from cash or other legally available moneys deposited by the District as provided in Section 10.3, and the District has paid all Additional Payments and Reserve Replenishment Rent required hereunder, and all the provisions of Section 14.01 of the Trust Agreement have been complied with, then the District's obligations under this Lease shall thereupon cease and terminate, including but not limited to the District's obligation to continue to pay Lease Payments under this Article X (except as provided in Section 10.1 hereof).

(b) In Part. In the event the District prepays less than all of the remaining Principal Component of the Lease Payments pursuant to Section 10.2 or 10.3 hereof (from cash or other legally available moneys deposited by the District), the amount of such prepayment shall be applied to reduce the Principal Component of the remaining Lease Payments in a manner that corresponds to the resulting prepayment of principal with respect to the Certificates as determined in the Trust Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received on the earlier of the day of actual receipt or five Business Days after deposit in the United States mail in first-class or certified form, postage prepaid, to the District or the Corporation, as the case may be, at the addresses indicated in Section 14.05 of the Trust Agreement. The Corporation, the District and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section 11.3 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.6 Insurer as Third-Party Beneficiary; Extent of Insurer Rights. The Insurer is a third-party beneficiary of this Lease. Any and all rights of the Insurer to consent or to take or approve any actions hereunder shall be valid only if the Insurer shall not be in default under the terms of the Insurance Policy. So long as the Insurer is in default under the Insurance Policy it shall be entitled to receive notice of certain events as described herein but shall have no other rights hereunder, other than by subrogation.

Section 11.7 No Termination. No termination, assignment (other than to the Trustee in accordance with the Assignment Agreement), transfer or sublease of the Lease or the Site Lease shall be permitted without the prior written consent of the Insurer.

Section 11.8 No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Lease with any other estate or interest in the Property, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Property created by this Lease as well as another estate or interest in the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Corporation has caused this Lease to be executed in its name by its duly authorized officer, and the District has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION, as Lessor

By: _____
Martha McNicholas, President

CAPISTRANO UNIFIED SCHOOL DISTRICT,
as Lessee

By: _____
Kirsten Vital, Superintendent

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the Capistrano Unified School District, a school district duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the Capistrano Unified School District, pursuant to authority conferred by resolution of the Governing Board adopted on _____, 2017 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2017

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Kirsten Vital, Superintendent

EXHIBIT A

SEMI-ANNUAL LEASE PAYMENT SCHEDULE

Date⁽¹⁾	Principal Component	Interest Component	Total Lease Payments
---------------------------	--------------------------------	-------------------------------	---------------------------------

(1) Each Lease Payment must be deposited with the Trustee on the Lease Payment Deposit Date which is the fifteenth day of the month preceding each of the dates listed.

Direct Subsidy Rate: ____% per annum; Received from federal government pursuant to Internal Revenue Code § 6431(f) to pay interest component.

EXHIBIT B

DESCRIPTION OF THE PROPERTY

**THAT REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:**

EXHIBIT C

GENERAL DESCRIPTION OF THE PROJECT

The District plans to apply the portion of the proceeds from the sale of the Certificates deposited to the Project Fund to finance the costs of installation of solar photovoltaic energy systems on the following school campuses: Aliso Niguel High School, Capistrano Valley High School, Dana Hills High School, San Clemente High School, San Juan Hills High School, Tesoro High School, and District administrative office.

EXHIBIT D

LEASE SUPPLEMENT FORM

There is hereby [subjected to/released from] the terms of that certain Lease Agreement, dated as of December 1, 2017, by and between the Capistrano Unified School District School Facilities Corporation (the "Corporation") and the Capistrano Unified School District (the "District") the following real property:

Description of [Substituted Property/Released Property]

[Insert Description]

I, the District Representative, hereby certify that:

(a) [if applicable] The Substituted Property is free from any liens other than Permitted Encumbrances;

(b) The District has provided prior written notice thereof to each rating agency then rating the Certificates evidencing the Lease Payments under the Lease;

(c) An independent MAI or equivalent certified real estate appraiser selected by the District finds (and delivers a certificate to the District and the Trustee setting forth its findings), or a schedule of insured values from the District's insurer showing that the real property remaining after such substitution or release (i) is greater than the principal amount of Certificates then outstanding and (ii) has an equivalent or greater useful life as the Property to be released and that the useful life of the Substituted Property exceeds the remaining Term;

(d) The District has obtained or caused to be obtained an ALTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners which complies with Section 5.5 of the Lease, is in a form satisfactory to the Trustee and the Corporation, is in the amount equal to the Principal Component of Lease Payments attributable to the Substituted Property, and insures all interest required under Section 5.5, as applicable, to the Substituted Property;

(e) The District has given, or caused to be given, any notice of the occurrence of such [substitution/release] required to be given pursuant to the Continuing Disclosure Certificate;

(f) The District, the Corporation and the Trustee have executed and the District has recorded with the office of the County Recorder, County of Orange, California, any document necessary to reconvey to the District the portion of the Property being released and to include the Substituted Property and/or improvements thereon as all or a portion of the Property; and

(g) [applicable in the case of Substituted Property only] the Substituted Property is of approximately the same degree of essentiality to the District as the portion of the Property being released.

I, the District Representative, hereby certify that the portion of the Property being substituted is owned by the District free and clear of all liens or claims of others, except for the lien of the Trust Agreement referred to in the Lease, the rights of the District under the Lease and

other Permitted Encumbrances, and that the District will not encumber title to the substituted portion of the Property while the Certificates remain outstanding except as permitted by the Lease.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By [form only; no signature required]
District Representative

EXHIBIT E

FORM OF CERTIFICATE OF ADDITION OF PROJECT COMPONENT

I, _____, _____ of the Capistrano Unified School District (the "District") hereby certify that _____ project is to become a part of the Project as defined under the Lease Agreement, dated as of December 1, 2017, (the "Lease"), by and between the District and the Capistrano Unified School District School Facilities Corporation (the "Corporation") [in addition to the components of the Project as defined in the Lease or in substitution for _____ component of the Project as defined in the Lease]. This Certificate shall be filed with the Trustee under the Trust Agreement, dated as of December 1, 2017, by and among the District, the Corporation and U.S. Bank National Association, as trustee thereunder, until such time as the Lease is terminated.

[form only; no signature required] _____
District Representative

TRUST AGREEMENT

Dated as of December 1, 2017

by and among

***U.S. BANK NATIONAL ASSOCIATION,
as Trustee***

and

CAPISTRANO UNIFIED SCHOOL DISTRICT FACILITIES CORPORATION

and

CAPISTRANO UNIFIED SCHOOL DISTRICT

Relating to

**\$_____ 2017 Certificates of Participation
(New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) and**

\$_____ 2017 Certificates of Participation (Series B – Taxable)

ARTICLE I

DEFINITIONS

1

Section 1.01	Definitions and Rules of Construction.	1
Section 1.02	Authorization.....	12
Section 1.03	Equal Security.	12

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

12

Section 2.01	Authorization.....	12
Section 2.02	Date.....	12
Section 2.03	Maturity; Interest Rates.....	13
Section 2.04	Registration; Interest.	13
Section 2.05	Form of Certificates.....	13
Section 2.06	Execution.....	14
Section 2.07	Application of Proceeds and Other Amounts	14
Section 2.08	Transfer and Exchange.	14
Section 2.09	Certificates Mutilated, Lost, Destroyed or Stolen	15
Section 2.10	Payment	15
Section 2.11	Execution of Documents and Proof of Ownership.....	16
Section 2.12	Certificate Register	16
Section 2.13	Book-Entry System.	16
Section 2.14	Destruction of Cancelled Certificates	19
Section 2.15	Additional Certificates.....	19
Section 2.16	Parity Certificates	21

ARTICLE III

PROJECT, DELIVERY COST AND CAPITALIZED INTEREST FUNDS

21

Section 3.01	Establishment of the Project Fund	21
Section 3.02	Purpose. Moneys in the Project Fund shall be expended for Project Costs.....	22
Section 3.03	Deposit of Moneys; Payment of Project Costs.	22
Section 3.04	Establishment of the Delivery Cost Fund.	22
Section 3.05	Transfers of Unexpended Funds.....	22
Section 3.06	Establishment of Capitalized Interest Fund.....	22

ARTICLE IV

PREPAYMENT OF CERTIFICATES

23

Section 4.01	Establishment of Prepayment Fund	23
Section 4.02	Extraordinary Prepayment	23
Section 4.03	Optional and Mandatory Prepayment.....	23
Section 4.04	Selection of Certificates for Prepayment.....	25
Section 4.05	Notice of Prepayment.	25
Section 4.06	Partial Prepayment of Certificates	26
Section 4.07	Effect of Notice of Prepayment.....	26
Section 4.08	Surplus.....	26

TABLE OF CONTENTS
(continued)

Page

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND	27
Section 5.01 Security Provisions.....	27
Section 5.02 Establishment of Lease Payment Fund	27
Section 5.03 Application of Moneys.....	28
Section 5.04 Surplus.....	28

ARTICLE VI

RESERVE FUND	28
Section 6.01 Establishment of Reserve Fund	28
Section 6.02 Funding.	28
Section 6.03 Transfers of Excess	29
Section 6.04 Application of Reserve Fund in Event of Deficiency in Lease Payment Fund.	29
Section 6.05 Trustee to Make All Lease Payments.....	31

ARTICLE VII

NET PROCEEDS FUND	31
Section 7.01 Establishment of Net Proceeds Fund; Deposits.....	31
Section 7.02 Disbursements.	31
Section 7.03 Cooperation	32

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT	32
Section 8.01 Held in Trust	32
Section 8.02 Investments Authorized.....	32
Section 8.03 Disposition of Investments.....	33
Section 8.04 Accounting	33
Section 8.05 Valuation and Disposition of Investments.....	34
Section 8.06 Commingling of Moneys in Funds	34
Section 8.07 Tax Covenants	34
Section 8.08 Filing of Forms to Receive Subsidy Payments.	37

ARTICLE IX

THE TRUSTEE	37
Section 9.01 Appointment of Trustee.	37
Section 9.02 Merger or Consolidation	38
Section 9.03 Protection of the Trustee.	38
Section 9.04 Rights of the Trustee.	38
Section 9.05 Standard of Care	39
Section 9.06 Compensation of the Trustee.....	39
Section 9.07 Indemnification of Trustee	39
Section 9.08 Trustee's Disclaimer of Warranties	42

TABLE OF CONTENTS
(continued)

Page

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS 42

Section 10.01	Amendments Permitted.	42
Section 10.02	Procedure for Amendment with Written Consent of the Owners	44
Section 10.03	Disqualified Certificates	44
Section 10.04	Effect of Supplemental Agreement	45
Section 10.05	Endorsement or Replacement of Certificates Delivered After Amendments.....	45
Section 10.06	Amendatory Endorsement of Certificates	45
Section 10.07	Copies of Amendments Delivered to Rating Agencies.....	45

ARTICLE XI

COVENANTS; NOTICES 45

Section 11.01	Compliance With and Enforcement of the Lease	45
Section 11.02	Payment of Taxes	46
Section 11.03	Observance of Laws and Regulations.....	46
Section 11.04	Prosecution and Defense of Suits	46
Section 11.05	District Budgets	46
Section 11.06	Further Assurances	46
Section 11.07	Continuing Disclosure	46
Section 11.08	Qualification as a Qualified Renewable Energy Facility Project.....	47

ARTICLE XII

LIMITATION OF LIABILITY 47

Section 12.01	Limited Liability of the District	47
Section 12.02	No Liability of the District or Corporation for Trustee Performance.....	47
Section 12.03	Limited Liability of Trustee.	47
Section 12.04	Limitation of Rights to Parties and Certificate Owners	47

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS 48

Section 13.01	Assignment of Rights.....	48
Section 13.02	Events of Default.	48
Section 13.03	Application of Funds	49
Section 13.04	Institution of Legal Proceedings	49
Section 13.05	Non-Waiver.....	49
Section 13.06	Remedies Not Exclusive	50
Section 13.07	Power of Trustee to Control Proceedings	50
Section 13.08	Limitation on Certificate Owners' Right to Sue	50

ARTICLE XIV

MISCELLANEOUS 51

Section 14.01	Defeasance.	51
Section 14.02	Non-Presentment of Certificates	53

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 14.03 Acquisition of Certificates by District	53
Section 14.04 Records	53
Section 14.05 Notices	53
Section 14.06 Governing Law	54
Section 14.07 Binding Effect; Successors	54
Section 14.08 Execution in Counterparts	54
Section 14.09 Headings	54
Section 14.10 Waiver of Notice	55
Section 14.11 Severability of Invalid Provisions.....	55
Section 14.12 Payment on Business Day	55
Section 14.13 Provisions Relating to Certificate Insurance	55
Section 14.14 Information to be Provided to the Insurer	58
Section 14.15 Interested Parties.	59
Signatures	S-1
EXHIBIT A FORM OF CERTIFICATE OF PARTICIPATION	A
EXHIBIT B-1 FORM OF WRITTEN DELIVERY COST REQUISITION	B-1
EXHIBIT B-2 FORM OF WRITTEN PROJECT COST REQUISITION	B-2
EXHIBIT C TAX CREDIT RATE	C

TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of December 1, 2017 (this "Trust Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States, as trustee (the "Trustee"), the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, including without limitation Sections 5110 *et seq.* of the Corporations Code of the State of California, as lessor under the Lease hereinafter referred to (the "Corporation"), and the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the Constitution and laws of the State of California, as lessee under the Lease (the "District");

WITNESSETH:

WHEREAS, the District applied for and has received from the Internal Revenue Service allocation of authority to issue new clean renewable energy bonds, in an aggregate amount of \$23,870,000 ("Allocation"), under Section 54C(a) of the Internal Revenue Code (the "Code") to finance various solar photovoltaic projects of the District (collectively, the "Project") which constitute "qualified renewable energy facilities" within the meaning of Section 54C of the Code; and

WHEREAS, to finance the costs of the acquisition, construction and installation of the Project, the District and the Corporation have entered into a Lease Agreement, dated as of the date hereof (the "Lease"), whereby the Corporation has agreed to lease certain real property and improvements, as described therein (the "Property"), to the District, and the District has agreed to lease the Property from the Corporation; and

WHEREAS, the Trustee has agreed to execute and deliver the Capistrano Unified School District \$_____ 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A - Direct Subsidy) (the "Series A Certificates") and the \$_____ 2017 Certificates of Participation (Series B - Taxable) (the "Series B Certificates") and collectively the Series A Certificates and the Series B Certificates hereinafter referred to herein as the "Certificates"), each evidencing fractional interests in the Lease Payments and Prepayments (each as defined herein) made by the District under the Lease; and

WHEREAS, the District and the Corporation have authorized the preparation, sale and delivery of the Certificates in order to finance the Project; and

WHEREAS, AS SECURITY THEREFOR, the Corporation will assign its rights to receive Lease Payments pursuant to the Lease, and the Corporation and District will grant a security interest in all moneys held by the Trustee hereunder to the Trustee for the benefit of the Owners of the Certificates executed and delivered hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions and Rules of Construction. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Trust Agreement, refer to this Trust Agreement as a whole.

"Additional Certificates" means certificates of participation authorized by a supplemental Trust Agreement that are executed and delivered by the Trustee under and pursuant to Section 2.15.

"Additional Payments" means all amounts payable by the District as Additional Payments as defined in Section 4.11 of the Lease.

"Assignment Agreement" means the Assignment Agreement related to the Certificates, dated as of the date hereof, by and between the Trustee and the Corporation, and any duly authorized and executed amendments thereto.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Business Day" means any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in the State of New York or the State of California are authorized or required by law or executive order to remain closed.

"Capitalized Interest Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Certificate" or "Certificates" means (a) the \$_____ aggregate principal amount of Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy) and (b) the \$_____ aggregate principal amount of Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable) executed and delivered by the Trustee pursuant to this Trust Agreement.

"Certificate Payment Date" means June 1 and December 1 of each year commencing December 1, 2018 with respect to the interest payments evidenced by the Certificates and December 1 of each year commencing December 1, 2019 with respect to the principal payments evidenced by the Certificates.

"Closing Date" means the date on which the Certificates, duly executed by the Trustee, are delivered to the Underwriter thereof.

"Code" means the Internal Revenue Code of 1986, and the regulations issued thereunder, as the same may be amended from time to time, and any successor provisions of law. Each reference to a Section of the Code herein shall be deemed to include the United

States Treasury Regulations and Internal Revenue Service Notices dealing with Sections 54A, 54C and 6431 of the Code, including Internal Revenue Service Notice 2010-35.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate dated as of the date hereof, executed by the District.

"Corporation" means the Capistrano Unified School District School Facilities Corporation, a nonprofit public benefit corporation organized under the laws of the state, its successors and assigns.

"Corporation Representative" means the President, Vice President, Secretary or Chief Financial Officer of the Corporation, or any other person authorized to act on behalf of the Corporation under or with respect to the Lease.

"Defeasance Securities" means the securities described in paragraph A of the definition of "Permitted Investments."

"Delivery Cost Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Delivery Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B-1.

"Delivery Costs" means and further includes all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the financing of the Project from the proceeds of the Certificates, including, but not limited to: the premium for any insurance policies purchased to satisfy the Reserve Requirement or to guarantee payment of the Certificates; filing and recording costs; settlement costs; printing costs; word processing costs; reproduction and binding costs; initial fees and charges of the Trustee, including its first annual administration fee and the fees of its counsel; financing and other professional consultant fees; costs of rating agencies and costs of providing information to such rating agencies; any computer and other expenses incurred in connection with the Certificates; fees for execution, transportation and safekeeping of the Certificates; and charges and fees in connection with the foregoing.

"Depository" means the securities depository acting as Depository pursuant to Section 2.13 hereof, initially The Depository Trust Company, 55 Water Street -1SL, New York, New York 10041, Fax (212) 855-8707 or such other securities depositories as the District may designate in writing to the Trustee.

"District" means the Capistrano Unified School District, a school district organized and existing under the laws and Constitution of the State, and its successors and assigns.

"District Representative" means the Superintendent and the Deputy Superintendent of the District or any other person authorized by the Superintendent of the District to act on behalf of the District with respect to the Lease or this Trust Agreement.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Certificates.

"Event of Default" means an event of default under the Lease, as defined in Section 9.1 thereof.

"Expenditure Period" means the "expenditure period" defined in Section 54A(d)(2)(B)(ii) of the Code and consists of the period beginning on the Closing Date and ending on the later of the date which is three years after the Closing Date or such later date, if any, as permitted by the Internal Revenue Service in response to a request to extend the Expenditure Period.

"Fiscal Year" means the fiscal year of the District commencing July 1 and ending June 30 of the next year.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the District.

"Insurance Policy" or "Policy" means the insurance policy issued by the Insurer that guarantees the scheduled payment of principal of, and interest with respect to, the Certificates when due.

"Insurer" means _____, or any successor thereto or assignee thereof.

"Lease" means the Lease Agreement related to the Certificates, dated as of the date hereof, by and between the District and the Corporation, and any duly authorized and executed amendments thereto.

"Lease Payment" means any payment required to be paid by the District to the Corporation pursuant to Section 4.4 of the Lease.

"Lease Payment Deposit Date" means the 15th day next preceding the respective Certificate Payment Date (or if such day is not a Business Day, the next succeeding Business Day).

"Lease Payment Fund" means the fund by that name established and held by the Trustee pursuant to Article V hereof.

"Lease Year" means the period extending from July 1 of each calendar year to June 30 of the subsequent calendar year; provided that the first Lease Year shall commence on the Closing Date and end on June 30, 2018.

"Lessor" means the Corporation.

"Letter of Representations" means the letter of the District, delivered to and accepted by the Depository on or prior to delivery of the Certificates as book-entry certificates, making reference to the DTC Operational Arrangements memorandum, as it may be amended from time to time, setting forth the basis on which the Depository serves as depository for such book-entry certificates, as such letters were originally executed or as they may be supplemented or revised or replaced by letters from the District and the Trustee delivered to and accepted by the Depository.

"Moody's" means Moody's Investors Service or any successors or assigns thereto.

"Net Proceeds" means any remaining proceeds of any insurance, performance bonds, or taking by eminent domain or condemnation, paid with respect to the Property after

payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Net Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Article VII hereof.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.13 hereof.

"Outstanding" when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 hereof) all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

A. Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

B. Certificates for the payment or prepayment of which funds or Defeasance Securities, together with interest earned thereon, in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or prepayment date of such Certificates), provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment shall have been given as provided in Section 4.05 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

C. Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Sections 2.08 and 2.09 hereof.

"Owner" or "Certificate Owner" or "Owner of a Certificate", or any similar term, when used with respect to a Certificate means the person in whose name such Certificate is registered on the registration books maintained by the Trustee.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

"Participating Underwriter" has the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

A. For all purposes, including defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

1. Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations");

2. Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America;

3. Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; or

4. Evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

B. For all purposes other than defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

1. Federal Housing Administration debentures.

2. The following listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

(a) Federal Home Loan Mortgage Corporation (FHLMC)

(b) Participation certificates (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)

(1) Senior Debt obligations

(c) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)

(d) Consolidated system-wide bonds and notes

(e) Federal Home Loan Banks (FHL Banks)

(f) Consolidated debt obligations

(g) Federal National Mortgage Association (FNMA)

(1) Senior debt obligations

(2) Mortgage-backed securities (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)

3. Unsecured certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Corporation), time deposits, trust accounts, trust funds, interest bearing deposits, overnight bank deposits, interest bearing money market accounts and bankers' acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated "A-1+" or better at the time of investment by S&P and "Prime-1" at the time of investment by Moody's, which may include the Trustee and its affiliates.

4. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$15 million.

5. Commercial paper (having original maturities of not more than 270 days) rated at the time of purchase "A-1+" by S&P and "Prime-1" by Moody's.

6. Money market mutual funds rated at the time of investment "AAm" or "AAm-G" by S&P, or better, and if rated by Moody's rated "Aa2" or better, including mutual funds for which the Trustee, its parent company, if any, or any affiliates or subsidiaries of the Trustee provide investment advising or other management services or serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that: (i) the Trustee or an affiliate of the Trustee receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; (ii) the Trustee collects fees for services rendered, which fees are separate from the fees received from such funds; and (iii) services performed for such funds may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

7. Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at the time of investment "A3" by Moody's and "A-" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

8. Direct general short-term obligations of any state agency or subdivision or agency thereof described in (vii) above and at the time of investment rated "A-1+" by S&P and "MIG-1" by Moody's.

9. Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (vii) above and rated at the time of investment "AA-" or better by S&P and "Aa3" or better by Moody's.

10. Pre-refunded municipal obligations rated at the time of investment in the highest rating category then assigned to the United States of America by S&P and Moody's meeting the following requirements:

(a) (1) such municipal obligations are not subject to redemption prior to maturity or (2) the trustee for such municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of such municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) such municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on such municipal obligations ("Verification");

(d) the cash or United States Treasury Obligations serving as security for such municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

11. Repurchase agreements entered into with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at the time of investment at least "A-" by S&P and "A3" by Moody's including the Trustee and any of its affiliates; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at the time of investment at least "A-" by S&P and "A3" by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at the time of investment at least "A-" by S&P and "A3" by Moody's and acceptable to the Insurer (each an "Eligible Provider"), provided that:

(a) (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's, and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral");

(b) the trustee or a third party acting solely as agent therefore or for the District (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market;

(c) the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(d) the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

(e) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

(f) the repurchase agreement shall provide that if during its term the provider's rating at the time of investment by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must notify the District, the Trustee and the Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (i) provide a written

guarantee acceptable to the Insurer, (ii) post Eligible Collateral, or (iii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the Trustee (who shall give such direction if so directed by the Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the District or the Trustee.

12. Investment agreements with a domestic or foreign bank or corporation, the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is at the time of investment rated at least "AA-" by S&P and "Aa3" by Moody's, and acceptable to the Insurer, each of which shall be an Eligible Provider, provided that:

(a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice; the District and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(c) the provider shall send monthly reports to the Trustee, the District and the Insurer setting forth the balance the District or Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

(d) the investment agreement shall state that is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(e) the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

(f) the District, the Trustee and the Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms;

(g) the District, the Trustee and the Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that: (1) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms; (b) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law; and (c) any judgment rendered by a court in the United States would be recognized and enforceable in such country;

(h) the investment agreement shall provide that if during its term:

(1) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either: (i) provide a written guarantee acceptable to the Insurer; (ii) post Eligible Collateral with the District, the Trustee or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims; (iii) assign the agreement to an Eligible Provider; or (iv) repay the principal of and accrued but unpaid interest on the investment;

(2) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", the provider must, at the direction of the District or the Trustee (who shall give such direction if so directed by the Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District or Trustee;

(i) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(j) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

(k) the investment agreement must provide that if during its term: (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the District or the Trustee (who shall give such direction if so directed by the Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate;

13. Deposits in the Local Agency Investment Fund of the California State Treasurer, to the extent the Trustee is authorized to register such investments in its name; and.

14. County Investment Pool.

"Prepayment" means any payment made by the District pursuant to Article X of the Lease as a prepayment of Lease Payments.

"Prepayment Fund" means the fund by that name established and held by the Trustee pursuant to Article IV hereof.

"Principal Office" means the principal corporate trust office of the Trustee in St. Paul, Minnesota, or such other address as the Trustee may inform the District, or the principal office of any successor trustee pursuant hereto except that with respect to presentation of Certificates for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Project" means the Project, as defined in the Lease.

"Project Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B-2.

"Project Costs" means, with respect to any item or portion of the Project, the contract price paid or to be paid therefor upon acquisition, construction, procurement or improvement thereof, in accordance with a purchase order or contract therefor. Project Costs include, but are not limited to, the administrative, engineering, legal, financial and other costs incurred by the District and the Corporation in connection with the acquisition, construction, procurement, remodeling or improvement of the Project, all applicable sales taxes and other charges resulting from such construction, procurement, remodeling or improvement of the Project.

"Project Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Property" means the Property, as defined in the Lease.

"Qualified Renewable Energy Facility Project" means capital expenditures incurred by District within the meaning of Section 54C(d)(1) of the Code for any qualified facility determined under Section 45(d) of the Code (without regard to paragraphs (8) and (10) thereof), including (among others) solar energy facilities.

"Record Date" means the close of business on the fifteenth day of the month preceding each Certificate Payment Date, whether or not such fifteenth day is a Business Day.

"Reserve Facility" means any line of credit, letter of credit, insurance policy, surety bond or other credit deposited with the Trustee pursuant to Article VI.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Article VI hereof.

"Reserve Insurer" means _____, or any successor thereto or assignee thereof.

"Reserve Policy" means the municipal bond debt service reserve insurance policy issued by the Reserve Insurer under which claims may be made in order to provide moneys in the Reserve Fund available for the purposes thereof.

"Reserve Replenishment Rent" means Reserve Replenishment Rent payable pursuant to Section 4.4(d) of the Lease.

"Reserve Requirement" means, as of any calculation date, the lesser of (1) the maximum aggregate annual Lease Payments (in any twelve month period ending on September 1) then payable under the Lease with respect to the Certificates and Additional

Certificates, (2) 125% of the average annual aggregate Lease Payments (calculated based on Fiscal Years) then payable under the Lease with respect to the Certificates and Additional Certificates, or (3) 10% of the original face amount of the Certificates and Additional Certificates (less original issue discount if in excess of two percent (2%) of the stated Principal Component amount at maturity).

"Responsible Officer" means, when used with respect to the trustee, any officer within the corporate trust department of the trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Trust Agreement.

"S&P" means S&P Global Ratings or any successors or assigns thereto.

"Series A Certificates" means the \$_____ Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds) (Series A – Direct Subsidy).

"Series B Certificates" means the \$_____ Capistrano Unified School District 2017 Certificates of Participation (Series B – Taxable)

"Site Lease" means the Site Lease related to the Certificates, dated the date hereof, by and between the Corporation and the District, and any duly authorized and executed amendments thereto.

"Special Counsel" means Dannis Woliver Kelley, or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions and acceptable to the District.

"State" means the State of California.

"Subsidy Payments" means, with respect to the Series A Certificates, the amounts which are payable by the Federal government under Section 6431 of the Tax Code, which the District has irrevocably elected to receive under Section 6431(f)(3) of the Code.

"Tax Certificate" means the Tax Certificate dated as of the Closing Date, concerning matters pertaining to the use and investment of proceeds of the Certificates executed and delivered to the District on the date of execution and delivery of the Certificates, including any and all exhibits attached thereto.

"Term" means the time during which the Lease is in effect, as provided in Section 4.2 of the Lease.

"Trustee" means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, and any successor trustee.

"Trust Agreement" or "Agreement" means this Trust Agreement, together with any amendments hereof or supplements hereto permitted to be made hereunder.

"Underwriter" means _____ as underwriter of the Certificates on the Closing Date.

Section 1.02 Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03 Equal Security. In consideration of the acceptance of the Certificates by the Owners, this Trust Agreement shall be deemed to be and shall constitute a contract between the Trustee and the Owners to secure the full and final payment of the interest, if any, and principal evidenced by the Certificates which may be executed and delivered hereunder, subject to each of the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to security or otherwise of any Certificates over any other Certificates by reason of the number or date thereof or the time of execution or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein. All of the Certificates are equally secured as provided in this Section 1.03, except as may be otherwise expressly provided in this Trust Agreement.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section 2.01 Authorization. Upon written request of the District Representative the Trustee will execute and deliver to the Underwriter, through the facilities of DTC, Series A Certificates in an aggregate principal amount of \$_____ representing proportionate ownership interests in the Lease Payments and the Prepayments and Series B Certificates in an aggregate principal amount of \$_____ representing proportionate ownership interests in the Lease Payments and the Prepayments. Such Certificates shall not be deemed a debt or obligation of the Trustee, and shall only be paid with funds received by the Trustee for such purposes hereunder or pursuant to the Lease.

Section 2.02 Date. Each Certificate shall be dated the Closing Date, and interest evidenced thereby shall be payable from the Certificate Payment Date next preceding the date of execution thereof, unless:

(1) it is executed as of a Certificate Payment Date, in which event interest with respect thereto shall be payable from the date thereof; or

(2) it is executed after a Record Date and before the following Certificate Payment Date, in which event interest with respect thereto shall be payable from such following Certificate Payment Date; or

(3) it is executed on or prior to November 15, 2018, in which event interest evidenced thereby shall be payable from the date of delivery; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Certificate Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates.

Section 2.03 Maturity; Interest Rates. The Series A Certificates shall become due and payable, subject to prior prepayment, on December 1 of the following years and shall evidence interest at the following rates:

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019			2032		
2020			2033		
2021			2034		
2022			2035		
2023			2036		
2024			2037		
2025			2038		
2026			2039		
2027			2040		
2028			2041		
2029			2042		
2030			2043		
2031					

The Series B Certificates shall become due and payable, subject to prior prepayment, on December 1 of the following years and shall evidence interest at the following rates:

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018		
2019		

Section 2.04 Registration; Interest. The Certificates shall be delivered in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof. The Certificates shall be numbered from "R-1" upwards in consecutive numerical order.

Interest evidenced by the Certificates shall be payable semiannually on June 1 and December 1, of each year, commencing December 1, 2018, to the date of maturity or prepayment, whichever is earlier. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the six month period (and with respect to the first Certificate Payment Date, for the period from the Closing Date) preceding each Certificate Payment Date with respect to the Certificates computed on the basis of a 360-day year of twelve 30-day months. The proportionate share of the portion of Lease Payments designated as interest evidenced by any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal evidenced by such Certificate by the rate of interest applicable to such Certificate.

Section 2.05 Form of Certificates. The Certificates and the assignment to appear thereon shall be substantially in the form set forth in **Exhibit A** attached hereto and by this reference incorporated herein with such appropriate additions, modifications and insertions as are permitted or required by this Trust Agreement. Pending the preparation of definitive Certificates, the Certificates may be executed and delivered in temporary form exchangeable for definitive Certificates when ready for delivery. If the Trustee delivers temporary Certificates, it shall execute and deliver definitive Certificates in an equal aggregate principal amount of authorized denominations, when available, without additional charge, and

thereupon the temporary Certificates shall be surrendered to the Trustee at its Principal Office. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Trust Agreement as definitive Certificates.

Section 2.06 Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of any authorized signatory of the Trustee. The Trustee shall insert the date of execution of each Certificate in the place provided thereon.

Section 2.07 Application of Proceeds and Other Amounts. The proceeds from the sale of the Series A Certificates in the amount of \$_____ (representing the par amount of the Series A Certificates of \$_____, less the Underwriter's discount of \$_____, shall be deposited with the Trustee and then be deposited or transferred by the Trustee as follows:

- (a) The Trustee shall deposit \$_____ in the Project Fund.

The proceeds from the sale of the Series B Certificates in the amount of \$_____ (representing the part amount of the Series B Certificates of \$_____, plus original issue premium of \$_____, less the Underwriter's discount of \$_____, less the insurance Policy Premium of \$_____, and less the Reserve Policy Premium of \$_____, which premiums shall be wired directly to the Insurer and the Reserve Insurer, respectively, by the Underwriter), shall be deposited with the Trustee and then be deposited or transferred by the Trustee as follows:

- (a) The Trustee shall deposit the amount of \$_____ in the Delivery Cost Fund, to be applied to pay Delivery Costs for the Certificates.
- (b) The Trustee shall deposit the amount of \$_____ in the Capitalized Interest Fund, to be applied to pay interest with respect to the Series B Certificates on [to be completed upon pricing].

The Trustee may, in its discretion, establish a temporary fund or account in its books or records to facilitate such deposits.

Section 2.08 Transfer and Exchange.

A. Transfer of Certificates. Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation at the Principal Office accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates of the same series, maturity and interest rate, for like aggregate principal amount in authorized denominations. The Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any transfer and exchange shall be paid by the District.

B. Exchange of Certificates. Certificates may be exchanged at the Principal Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity and interest rate. The Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required

to be paid with respect to such exchange. All Certificates surrendered pursuant to the provisions of this Section shall be cancelled and destroyed by the Trustee and shall not be redelivered.

C. Time for Transfer or Exchange. The Trustee shall not be obligated to transfer or exchange any Certificate during the period in which it is selecting Certificates for prepayment, or after notice of prepayment has been given as provided in Section 4.05.

D. Neither the Trustee nor any agent shall have any responsibility or liability for any actions taken or not taken by DTC.

Section 2.09 Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor and maturity in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be cancelled by it. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity, satisfactory to the Trustee indemnifying the Trustee, the Corporation and the District, shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate executed under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate in place of one which has been mutilated, lost, destroyed or stolen, and which has matured, or has been called for prepayment, the Trustee may make payment with respect to such Certificate upon receipt of the above-mentioned indemnity.

Section 2.10 Payment. Subject to the provisions of the Letter of Representation, payment of interest evidenced by any Certificate on any Certificate Payment Date or prepayment date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Record Date immediately preceding such Certificate Payment Date or prepayment date, as the case may be, such interest to be paid by check mailed, on the applicable Certificate Payment Date, by first class mail to such Owner on the Certificate Payment Date at his address as it appears on such registration books. Interest evidenced by the Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of One Million Dollars (\$1,000,000) or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number within the United States on file with the Trustee as of the Record Date. Payments of defaulted interest shall be paid by check of the Trustee mailed by first class mail to the registered Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than 15 days prior to such special record date. Subject to the provisions of the Letter of Representation, the principal payable upon maturity or prepayment with respect to the Certificates shall be payable upon surrender at

the Principal Office. Said amounts shall be payable in lawful money of the United States of America. The Trustee is hereby authorized to pay or prepay the Certificates when duly presented for payment at maturity or on prepayment and to cancel all Certificates upon payment thereof.

Section 2.11 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

A. The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

B. The fact of the ownership of Certificates by any person, the amount and numbers of such Certificates and the date of execution shall be proved by the registration books maintained pursuant to Section 2.12 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or to be done by the Trustee in pursuance of such request or consent.

Section 2.12 Certificate Register. The Trustee will keep or cause to be kept at its Principal Office sufficient books for the registration and transfer of the Certificates which shall, during normal working hours and upon reasonable notice, be open to inspection by the District and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided. The District, the Corporation, and the Trustee shall be entitled to treat the registered owner of a Certificate as the absolute owner thereof for all purposes, whether or not a Certificate shall be overdue, and the District, the Corporation, and the Trustee shall not be affected by any notice to the contrary.

Section 2.13 Book-Entry System.

A. Election of Book-Entry System. Prior to the execution and delivery of the Certificates, the District may provide that such Certificates shall be initially executed and delivered as book-entry Certificates. If the District shall elect to deliver any Certificates in book-entry, then the District shall cause the delivery of a separate single fully registered Certificate (which may be typewritten) for each maturity date of such Certificates in an

authorized denomination corresponding to that total principal amount of the Certificates designated to mature on such date. Upon initial execution and delivery, the ownership of each such Certificate shall be registered in the Certificate register in the name of the Nominee, as nominee of the Depository and ownership of the Certificates, or any portion thereof, may not thereafter be transferred except as provided in Section 2.13.E.

With respect to book-entry Certificates, the District and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Certificates. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Certificates; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Certificate register, of any notice with respect to book-entry Certificates, including any notice of prepayment; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Certificates to be prepaid in the event the District prepays the Certificates in part; or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest evidenced and represented by book-entry Certificates. The District and the Trustee may treat and consider the person in whose name each book-entry Certificate is registered in the Certificate register as the absolute Owner of such book-entry Certificate for the purpose of payment of principal, premium and interest evidenced by such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Trustee shall pay all principal, premium, if any, and interest evidenced by the Certificates from funds received by the Trustee for such purposes hereunder or pursuant to the Lease, only to or upon the order of the respective Owner, as shown in the Certificate register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal, premium, if any, and interest evidenced by the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Certificate register, shall receive a Certificate evidencing the obligation to make payments of principal, premium, if any, and interest evidenced by the Certificates. Upon delivery by the Depository to the Owner and the Trustee, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word "Nominee" in this Trust Agreement shall refer to such nominee of the Depository.

B. Delivery of Letter of Representations. In order to qualify the book-entry Certificates for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Certificates other than the Owners, as shown on the Certificate register. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Trust Agreement, as are reasonably necessary to qualify book-entry Certificates for the Depository's book-entry program.

C. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Certificates, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Certificates or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of

a new single, separate, fully registered Certificate for each of the maturity dates of such book-entry Certificates, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection E. hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Certificates shall no longer be restricted to being registered in such Certificate register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Certificates shall designate, in accordance with the provisions of Section 2.08 hereof.

D. Payments to Depository. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Outstanding Certificates are held in book-entry and registered in the name of the Nominee, all payments with respect to principal, prepayment premium, if any, and interest evidenced and represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

E. Transfer of Certificates to Substitute Depository.

(1) The Certificates shall be initially executed and delivered as provided in Section 2.01 hereof. If such Certificates are initially registered in the name of the Nominee, then registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(a) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.13.E ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(b) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(c) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(2) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.13.E, upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee designating the Substitute Depository, a single new Certificate, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Certificates then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.13.E, upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee, new Certificates, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, subject to the limitations of

Section 2.01 hereof, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(3) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(4) The District and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District; and the District and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Certificates. Neither the District nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Certificates.

Section 2.14 Destruction of Cancelled Certificates. Whenever in this Trust Agreement provision is made for the surrender or cancellation by the Trustee and the delivery to the District of any Certificates, the Trustee will cancel and destroy such Certificates in accordance with the Trustee's internal policies.

Section 2.15 Additional Certificates. Subsequent to the execution and delivery by the Trustee of the Certificates, the Trustee shall, with the written consent of the Insurer, upon written request or requests of the District Representative and of the Corporation Representative, execute and deliver from time to time one or more series of Additional Certificates in such aggregate principal amount as may be set forth in such written request or requests, provided that there shall have been compliance with all of the following conditions, which are hereby made conditions precedent to the preparation, execution and delivery of such Additional Certificates:

A. The parties to this Trust Agreement shall have executed a supplemental agreement setting forth the terms and provisions of such Additional Certificates, including the establishment of such funds and accounts, separate and apart from the funds and accounts established hereunder for the Certificates executed and delivered on the Closing Date, as shall be necessary or appropriate, which supplemental agreement shall require that prior to the delivery of such Additional Certificates there shall be on deposit in the Reserve Fund established hereunder or in a reserve fund established under such supplemental agreement an amount equal to the Reserve Requirement upon the execution and delivery of the Additional Certificates;

B. The principal and interest payable with respect to such Additional Certificates and any premium payable upon prepayment of such Additional Certificates shall be payable only on Certificate Payment Dates applicable to the Certificates;

C. The Lease shall have been amended by the parties thereto if necessary to (i) increase or adjust the Lease Payments due and payable on each Lease Payment Deposit

Date to an amount sufficient to pay the principal, premium (if any) and interest payable with respect to all Outstanding Certificates, including all Additional Certificates as and when the same mature or become due and payable (except to the extent such principal, premium and interest may be payable out of moneys then in the Reserve Fund or otherwise on deposit with the Trustee in accordance with this Trust Agreement), (ii) if appropriate, amend the definition of "Property" to include as part of the Property all or any portion of additions, betterments, extensions, improvements or replacements, or such other real or personal property (whether or not located upon the Property as such Property is constituted as of the date of this Trust Agreement), to be financed, acquired or constructed by the preparation, execution and delivery of such Additional Certificates, and (iii) make such other revisions to the Lease as are necessitated by the execution and delivery of such Additional Certificates (provided, however, that such other revisions shall not prejudice the rights of the Owners of Outstanding Certificates as granted them under the terms of this Trust Agreement);

D. The District and the Corporation shall have determined that the Lease Payments to be paid by the District (including those evidenced by the Additional Certificates) do not exceed the fair rental value of the Property pursuant to Section 4.6 of the Lease;

E. There shall have been delivered to the Trustee a counterpart of the amendments required by subsection 2.15(c) hereof;

F. The Trustee shall have received a certificate of the Corporation Representative that there exists on the part of the Corporation no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default);

G. The Trustee shall have received a certificate of the District Representative that (i) there exists on the part of the District no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) and (ii) the Lease Payments as increased or adjusted do not exceed in any year the fair rental value of the Property (as such term is defined in the amended Lease);

H. The Trustee shall have received an opinion of Special Counsel substantially to the effect that (i) said supplemental agreement and said amendments to the Lease comply in all respects with the requirements of this Section 2.15 and Section 10.01 hereof, (ii) said supplemental agreement and said amendments to the Lease have been duly authorized, executed and delivered by each of the respective parties thereto (provided that said opinion of Special Counsel, in rendering the opinions set forth in this clause (ii), shall be entitled to rely upon one or more other opinions of counsel, including counsel to any of the respective parties to said supplemental agreement or said amendments to the Lease) and (iii) assuming that no Event of Default has occurred and is continuing, this Trust Agreement, as amended by said supplemental agreement, and the Lease, as amended by the respective amendments thereto, constitute the legal, valid and binding obligations of the respective parties thereto, enforceable against said parties in accordance with their respective terms (except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, debt adjustment or other laws affecting creditors' rights generally, and except to the extent that enforcement thereof may be limited by general principles of equity, regardless of whether enforcement is sought in a legal or equitable proceeding);

I. The District shall have provided each rating agency then rating the Certificates written notice of the proposed execution and delivery of such Additional Certificates at the addresses indicated in Section 14.05 and shall receive a rating confirmation that the current rating or ratings of the Outstanding Certificates will not be reduced,

withdrawn or suspended as a result of the execution and delivery of such Additional Certificates from each rating agency then rating the Certificates.

J. There shall have been delivered to the Trustee an endorsement to or reissuance of the title insurance policy delivered under Section 5.5 of the Lease providing that the insured amount is at least equal to the aggregate principal amount of all of the Certificates and Additional Certificates outstanding upon the execution and delivery of such Additional Certificates;

K. Upon the execution and delivery of such Additional Certificates, there shall have been delivered to the Trustee cash or a Reserve Facility sufficient to increase the amount on deposit in the Reserve Fund, or a reserve fund established under the supplemental agreement, to the Reserve Requirement (calculated with respect to all Outstanding Certificates and Additional Certificates);

L. Such other conditions shall have been satisfied, and such other instruments shall have been duly executed and delivered to the Trustee (with a copy to each rating agency then rating the Certificates), as the District or the Corporation shall have reasonably requested.

Upon delivery to the Trustee of the foregoing instruments, the Trustee shall cause to be executed and delivered Additional Certificates representing the aggregate principal amount specified in such supplemental agreement, and such Additional Certificates shall be equally and ratably secured with all Certificates, including any Additional Certificates, theretofore prepared, executed and delivered, all without preference, priority or distinction (other than with respect to maturity, payment, prepayment or sinking fund payment (if any)) of any one Certificate, including Additional Certificates, over any other; provided, however, that no provision of this Trust Agreement shall require the District to consent to or otherwise permit the preparation, execution and delivery of Additional Certificates, it being understood and agreed that any such consent or other action of the District to permit the preparation, execution and delivery of Additional Certificates, or lack thereof, shall be in the sole discretion of the District.

Section 2.16 Parity Certificates Subsequent to the execution and delivery by the Trustee of the Certificates, with the written consent of the Insurer, the District may execute and deliver from time to time one or more series of certificates of participation, lease revenue bonds or other indebtedness secured on a parity basis with the Certificates and any Additional Certificates ("Parity Certificates") and evidenced by lease payments ("Parity Lease Payments") to be made under a lease (a "Parity Lease") for the Property, provided that the aggregate principal amount of the Certificates, Additional Certificates and Parity Certificates shall not exceed the fair market value of the Property.

ARTICLE III

PROJECT, DELIVERY COST AND CAPITALIZED INTEREST FUNDS

Section 3.01 Establishment of the Project Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Project Fund," referred to herein as the "Project Fund," shall keep the Project Fund separate and apart from all other funds and moneys held by it, and shall administer such fund as herein provided. The Project Fund shall be held and applied by the Trustee in accordance herewith.

Section 3.02 Purpose. Moneys in the Project Fund shall be expended for Project Costs.

Section 3.03 Deposit of Moneys; Payment of Project Costs.

A. Deposits. There shall be credited to the Project Fund the following amounts: (1) the proceeds of sale of the Series A Certificates required to be deposited therein pursuant to Section 2.07(a) hereof; and (2) all investment earnings on moneys held in the Project Fund, which shall remain in the Project Fund until expended for Project Costs or applied as set forth in Section 3.05 below.

B. Disbursements. The Trustee shall disburse moneys in the Project Fund from time to time to pay Project Costs directly or to reimburse the District for payment of Project Costs, upon receipt by the Trustee of a Project Cost Requisition signed by the District Representative. The Trustee shall be absolutely protected in making any disbursement from the Project Fund in reliance upon a Project Cost Requisition signed by the District Representative. Each such Project Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Notwithstanding the foregoing, upon the occurrence of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed without the Insurer's consent (so long as the Insurer is not in default in its payment obligations under the Insurance Policy), but shall instead be applied to the payment of debt service or redemption of the Certificates.

Section 3.04 Establishment of the Delivery Cost Fund. There is hereby established a separate fund to be known as the "Delivery Cost Fund," which shall be held by the Trustee in trust. The moneys in the Delivery Cost Fund shall be used and withdrawn by the Trustee from time to time to pay the Delivery Costs upon submission of a Delivery Cost Requisition of the District stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Delivery Cost Fund, and (e) that such amounts have not been the subject of a prior Delivery Cost Requisition. On the earlier of (i) June 21, 2018, or (ii) the date of receipt by the Trustee of a Delivery Cost Requisition therefor, all amounts (if any) remaining in the Delivery Cost Fund shall be withdrawn therefrom by the Trustee and transferred to the Project Fund. Thereafter, the Delivery Cost Fund shall be closed. Each such Delivery Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Section 3.05 Transfers of Unexpended Funds. Upon the filing with the Trustee of the Certificate of Completion pursuant to Section 3.3 of the Lease, the Trustee shall withdraw all remaining moneys in the Project Fund (other than any moneys retained therein to pay Project Costs not then due and payable and certified by the District Representative) and shall transfer such moneys to the Lease Payment Fund to be applied towards extraordinary mandatory redemption as set forth in Section 4.03(D) (Extraordinary Mandatory Prepayment – Unexpended Proceeds). The Trustee shall send a notice to the District ____ days prior to the end of the Expenditure Period notifying the District of the end of the Expenditure Period.

Section 3.06 Establishment of Capitalized Interest Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Capitalized Interest Fund," referred to herein as the "Capitalized Interest Fund," shall keep the Capitalized Interest Fund separate and apart from all other funds and moneys held by it, and shall

administer such fund as herein provided. The Capitalized Interest Fund shall be held and applied by the Trustee in accordance herewith.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

Section 4.01 Establishment of Prepayment Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Prepayment Fund," referred to herein as the "Prepayment Fund"; shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as herein provided. Moneys to be used for prepayment of the Certificates shall be deposited into the Prepayment Fund and used solely for the purpose of prepaying the Certificates in advance of their maturity on the date designated for prepayment and, in the case of extraordinary or optional prepayment, upon presentation and surrender of such Certificates to the Trustee.

Section 4.02 Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in Section 6.1(c) of the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to Section 10.2 of the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Section 4.03 Optional and Mandatory Prepayment.

A. Optional Prepayment of Certificates. The Series A Certificates maturing on or before December 1, 2027, are not subject to prepayment prior to their respective stated maturities. Series A Certificates maturing on or after December 1, 2028, are subject to optional prepayment prior to their stated maturities on any date on or after December 1, 2027, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of \$5,000), at the prepayment price of the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

The Series B Certificates are not subject to optional prepayment.

In the event the District gives notice to the Trustee of its intention to exercise such option, but fails to deposit with the Trustee on or prior to the prepayment date an amount equal to the prepayment price, the District will continue to pay the Lease Payments as if no such notice had been given. The Trustee will notify all Series A Certificate Owners that were notified pursuant to Section 4.05 hereof of the District's election to optionally prepay the Series A Certificates that such prepayment will not occur and that the District will continue to pay the Lease Payments as if no notice of optional prepayment had been given.

B. Mandatory Prepayment from Net Proceeds of Insurance or Condemnation. The Certificates are subject to mandatory prepayment, in whole on any Business Day, or in part on any interest Payment Date among maturities on a pro rata basis and by lot within a maturity, from the Net Proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under Section 6.1 of the Lease and Article VI, at a prepayment price equal to 100% of the principal amount to be

prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

C. Extraordinary Optional Prepayment – Extraordinary Event. The Series A Certificates are subject to extraordinary optional prepayment prior to maturity at the option of the District upon the occurrence of an Extraordinary Event (as defined herein) from any source of available funds, as a whole or in part by lot, as designated by the District, on any date at the “Make-Whole Prepayment Price,” which is equal to the greater of (i) 100 percent of the principal amount of the Certificates to be prepaid or (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the Certificates to be prepaid to the maturity date of such Certificates, based on a 360-day year of 12 months of 30 days each, at the U.S. Treasury Rate (as defined herein) plus 100 basis points, plus accrued interest on the Certificates to be prepaid to the prepayment date. An “Extraordinary Event” will have occurred if the District determines that a material adverse change has occurred or is likely to occur to Tax Code Sections 54A, 54E or 6431, as in effect on the date of issuance of the Certificates, or there is any guidance published by the IRS or the U.S. Treasury with respect to such Sections of the Tax Code or any other determination by the IRS or the U.S. Treasury, which determination is not the result of an act or omission by the District to satisfy the requirements to receive the direct payment subsidy, pursuant to which the direct payment subsidy is eliminated or reduced below the amount of interest payable on the Certificates. The U.S. Treasury Rate means with respect to any prepayment date for a particular Series A Certificate, the yield to maturity as of such prepayment date of U.S. Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) (the “Statistical Release”) that has become publicly available at least two business days prior to the prepayment date, excluding inflation-indexed securities, or, if the Statistical Release is no longer published, any publicly available source of similar market data, most nearly equal to the period from the prepayment date to the maturity date of the Certificates to be prepaid, provided, however that if the period from the prepayment date to the maturity date is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year shall be used.

D. Extraordinary Mandatory Prepayment -- Unexpended Proceeds. In the event and to the extent that the District fails to expend all of the proceeds of the Series A Certificates for qualified renewable energy facilities within the expenditure period as defined in Tax Code Section 54A(d)(2)(B)(ii), the Series A Certificates are subject to extraordinary mandatory prepayment, in whole or in part, on any date that is not more than 90 days following an expenditure period, at a prepayment price equal to 100 percent of the principal amount of the Series A Certificates to be redeemed. The prepayment price of any Series A Certificates to be prepaid is payable solely from the amounts held by Trustee in the Project Fund (as defined herein) at the expiration of the expenditure period.

E. Mandatory Sinking Fund Prepayment of Certificates. The Certificates are subject to mandatory sinking fund prepayment in part, by lot, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium. The principal amount represented by such Certificates to be so prepaid and the date therefor and the principal amount represented by such Certificates to be paid on the principal payment date is as indicated in the following tables:

[to be inserted]

If some but not all of the principal evidenced by the Certificates is prepaid, the principal evidenced by such Certificates to be prepaid pursuant to Mandatory Prepayments on any

subsequent December 1 shall be reduced by the aggregate principal evidenced by such Certificates so prepaid, such reduction to be allocated among prepayment dates in proportion to the amount by which the principal components of the Lease Payments evidenced by such Certificates payable on such prepayment dates are prepaid, in amounts of Authorized Denominations.

Section 4.04 Selection of Certificates for Prepayment. Whenever provision is made in this Trust Agreement for the optional prepayment of Certificates and less than all Outstanding Certificates are called for optional prepayment, the Trustee shall select Certificates for optional prepayment, from among maturities selected by the District and by lot within any maturity. For extraordinary prepayment of the Certificates, pursuant to Section 4.02 hereof, the Trustee shall select Certificates for prepayment pro rata among maturities of all Certificates Outstanding and by lot within any maturity.

The Trustee shall promptly notify the District and the Corporation in writing of the Certificates so selected for prepayment by mailing to the District and the Corporation copies of the notice of prepayment provided for in Section 4.05.

Section 4.05 Notice of Prepayment.

A. Content. When prepayment is authorized or required pursuant to this Article IV, the Trustee shall give notice of the prepayment of the Certificates. Such notice shall specify: (a) the prepayment date; (b) the prepayment price; (c) if less than all of the Outstanding Certificates are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts); (d) the CUSIP numbers of the Certificates to be prepaid; (e) the place or places where the prepayment will be made; (f) the original date of execution and delivery of the Certificates; (g) the rate of interest payable with respect to each Certificate being prepaid; and (h) any other descriptive information regarding the Certificates needed to identify accurately the Certificates being prepaid. Such notice shall further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date, and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Certificates.

Any notice of prepayment for an optional prepayment of the Certificates pursuant to Section 4.03(a) may be conditional, and, if any condition stated in the notice of prepayment shall not have been satisfied on or prior to the prepayment date: (i) the notice of prepayment shall be of no force and effect, (ii) the Trustee shall not be required to prepay such Certificates, (iii) the prepayment shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

B. Recipients; Timing. Notice of such prepayment shall be sent by first class mail or delivery service postage prepaid, or by telecopy, facsimile or electronically, to the Depository on the date of mailing of notice to the Owners by first class mail and by first class mail, postage prepaid, to the Corporation and the respective Owners of any Certificates designated for prepayment at their addresses appearing on the Certificate registration books, at least twenty (20) days, but not more than sixty (60) days, prior to the prepayment date; provided that neither failure to receive such notice nor any defect in any notice so mailed

shall affect the sufficiency of the proceedings for the prepayment of such Certificates. Notwithstanding the foregoing, so long as the Certificates are held in book-entry form by the Depository, notice of prepayment shall be given to the Depository in the manner agreed to by the Depository and the Trustee.

In addition, notice of such prepayment shall also be sent to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system simultaneously with the mailing of notices required by the first paragraph above; provided, that neither failure to provide such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of such Certificates.

Section 4.06 Partial Prepayment of Certificates. Upon surrender by the Owner of a Certificate for partial prepayment at the Principal Office, payment of such partial prepayment of the principal amount of a Certificate will be paid to such Owner. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the registered Owner thereof, at the expense of the District, a new Certificate or Certificates which shall be of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity. Such partial prepayment shall be valid upon payment of the amount thereby required to be paid to such Owner, and the District, the Corporation and the Trustee shall be released and discharged from all liability to the extent of such payment.

Section 4.07 Effect of Notice of Prepayment. Notice having been given to the Owners of the Certificates as aforesaid, and the moneys for the prepayment (including the interest to the applicable date of prepayment), having been set aside in the Prepayment Fund, the Certificates shall become due and payable on said date of prepayment, and, upon presentation and surrender thereof at the Principal Office, said Certificates shall be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof shall have been given as aforesaid, then, from and after said date of prepayment, interest evidenced by the Certificates to be prepaid shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, without liability for interest thereon.

All Certificates paid at maturity or prepaid prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

Section 4.08 Surplus. Any funds remaining in the Prepayment Fund after prepayment and payment of all Certificates Outstanding, including payment of any applicable fees and expenses to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments payable under the Lease or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the Rebate Fund pursuant to Sections 8.07 and 8.08 hereof, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01 Security Provisions.

A. Assignment of Rights in Lease. The Corporation has, pursuant to the Assignment Agreement, assigned and set over to the Trustee certain of its rights in the Lease, including but not limited to all of the Corporation's rights to receive and collect all of the Lease Payments, Prepayments, Reserve Replenishment Rent and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease or pursuant hereto. All Lease Payments, Prepayments, Reserve Replenishment Rent and such other amounts to which the Corporation may at any time be entitled (other than amounts due to the Corporation under Section 4.11 of the Lease) shall be paid directly to the Trustee, and all of such Lease Payments, Prepayments, Reserve Replenishment Rent collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund, all such Prepayments shall be forthwith deposited by the Trustee upon the receipt thereof in the Prepayment Fund, and all such Reserve Replenishment Rent shall be forthwith deposited by the Trustee upon the receipt thereof in the Reserve Fund.

B. Security Interest in Moneys and Funds. The Corporation and the District, as their interests may appear, hereby grant to the Trustee for the benefit of the Owners a lien on and a security interest in all moneys in the funds held by the Trustee under this Trust Agreement (excepting only the Rebate Fund and any moneys to be deposited into the Rebate Fund), including without limitation, the Lease Payment Fund, the Reserve Fund (including the Reserve Policy), the Prepayment Fund and the Net Proceeds Fund, and all such moneys shall be held by the Trustee in trust and applied to the respective purposes specified herein and in the Lease.

C. Pledge of Lease Payments and Proceeds. The Lease Payments and any proceeds from the re-letting or any other disposition of the Property pursuant to Article IX of the Lease (the "Lease Proceeds") are hereby irrevocably pledged to and shall be used for the punctual payment of the interest and principal represented by the Certificates and, except as permitted under Section 2.15 hereof with respect to Additional Certificates, the Lease Payments and Lease Proceeds shall not be used for any other purpose while any of the Certificates remain Outstanding. This pledge shall constitute a first lien on the Lease Payments and Lease Proceeds in accordance with the terms hereof, subject to Section 9.06 hereof.

Section 5.02 Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Lease Payment Fund," referred to herein as the "Lease Payment Fund," and shall establish an Interest Account therein. All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth. The Trustee shall apply amounts deposited to the Interest

Account to the payment of interest with respect to the Certificates coming due [to be completed upon pricing].

Section 5.03 Application of Moneys. Except as provided in this Section 5.03 and in Section 5.04, all amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest evidenced by the Certificates as the same shall become due and payable, in accordance with the provisions of Article II and Article IV hereof, subject to the requirement that certain investment earnings may be transferred to the Rebate Fund, as provided in Section 8.08 hereof. If the District fails to deposit with the Trustee a Lease Payment on the applicable Lease Payment Deposit Date, the Trustee will, within two Business Days after such Lease Payment Deposit Date, notify the Insurer of such failure. The Insurance Policy will be held by the Trustee and will be deemed to be held in the Lease Payment Fund.

On each Certificate Payment Date, the Trustee first shall set aside in the Interest Account an amount sufficient to pay the interest evidenced by the Certificates becoming due and payable on such date, and mail such amount (or wire transfer as provided in this Trust Agreement) to the Owners; and second shall set aside an amount sufficient to pay the principal evidenced by the Certificates becoming due and payable on such Certificate Payment Date.

Section 5.04 Surplus. Any funds remaining in the Lease Payment Fund after payment of: (i) all Certificates Outstanding, including payment of any applicable fees, expenses or other amounts owed to the Trustee pursuant to Sections 9.06 and 9.07 hereof; (ii) a Reserve Replenishment Rent; (iii) any other Additional Payments due under the Lease, or provision made therefor satisfactory to the Trustee; and (iv) provision for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE VI

RESERVE FUND

Section 6.01 Establishment of Reserve Fund. The Trustee shall establish a special fund designated as the "Capistrano Unified School District Reserve Fund," referred to herein as the "Reserve Fund." All moneys at any time on deposit in the Reserve Fund (including the Reserve Policy and any Reserve Facility hereafter provided to satisfy the Reserve Requirement in whole or in part) shall be held in trust for the benefit of the Owners of the Certificates, as a reserve for the payment when due of all the Lease Payments to be paid pursuant to the Lease and of all payments on the Certificates and applied solely as provided herein.

Section 6.02 Funding.

A. Reserve Requirement. On the Closing Date, there shall be deposited in the Reserve Fund the Reserve Policy. The Reserve Requirement may thereafter be satisfied by the District crediting to the Reserve Fund cash, or with notice to S&P, a Reserve Facility or Facilities or any combination thereof, which in the aggregate make funds available in the Reserve Fund in an amount equal to the Reserve Requirement; however, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such Reserve Facility other than the Reserve Policy, must be rated in one of the two highest rating categories by Moody's or S&P, but only at the time of purchase of the Reserve Facility.

The term of any Reserve Facility shall either be equal to the term of the Lease or a rollover of the Reserve Facility or other equivalent replacement shall be required such that the aggregate term of all Reserve Facilities shall equal the term of the Lease.

B. Reserve Facility. Any amounts paid pursuant to the Reserve Policy and any other Reserve Facility shall be deposited in the Reserve Fund, as appropriate. The District may substitute moneys for all or part of the amount available to be drawn under the Reserve Policy and any other Reserve Facility so long as, at the time of such substitution, the amount on deposit in the Reserve Fund, together with the amount available under the Reserve Facilities credited thereto (taking into account any reduction in the amount available under such Reserve Facility to be made in connection with said substitution) shall be at least equal to the Reserve Requirement. The District shall not substitute any Reserve Facility in lieu of all or any portion of the Reserve Policy or moneys on deposit in the Reserve Fund without the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy or the Reserve Policy). Draws under the Reserve Policy may only be used to make payments with respect to Certificates insured by the Insurer. The Reserve Policy shall expire on the earlier of the Date the Certificates are no longer outstanding and the final maturity date of the Certificates.

Amounts on deposit in the Reserve Fund which were not derived from payments under the Reserve Policy or another Reserve Facility credited thereto to satisfy a portion of the Reserve Requirement shall be used and withdrawn by the Trustee prior to using and withdrawing any amounts derived from payments under the Reserve Policy or other Reserve Facility. In order to accomplish such use and withdrawal of such amounts not derived from payments under the Reserve Policy or another Reserve Facility, the Trustee shall, as and to the extent necessary, liquidate any investments purchased with such amounts.

Section 6.03 Transfers of Excess. The Trustee shall, on or before April 15 and October 15 of each year, provide written notice to the District of any moneys which are estimated to be on hand in the Reserve Fund (including investment earnings) in excess of the Reserve Requirement on the next succeeding April 1 or October 1, as the case may be, and one Business Day immediately preceding any Lease Payment Deposit Date, the Trustee shall transfer such excess moneys to the Lease Payment Fund to be applied to the Lease Payment then due from the District. In the event of the partial Prepayment of Lease Payments the District may instruct the Trustee to reduce the amounts on deposit in the Reserve Fund to the Reserve Requirement as of such date and may direct the Trustee to transfer excess amounts from the Reserve Fund for any lawful purpose.

Section 6.04 Application of Reserve Fund in Event of Deficiency in Lease Payment Fund.

A. At least five (5) Business Days immediately preceding any Certificate Payment Date, the Trustee shall ascertain the necessity for a claim under the Reserve Policy or other Reserve Facility in accordance with the terms hereof, and shall provide notice to the Reserve Insurer and the provider of any other Reserve Facility at least five (5) Business Days prior to each date upon which interest or principal is due on the Certificates.

B. Whether or not Lease Payments are then in abatement, if five (5) Business Days immediately preceding any Certificate Payment Date, the moneys available in the Lease Payment Fund do not equal the amount of the principal and interest with respect to the Certificates then coming due and payable, the Trustee first shall apply the moneys available in the Reserve Fund to make delinquent or abated Lease Payments on behalf of the District by transferring the amount necessary for such purpose to the Lease Payment Fund.

All cash and investments in the Reserve Fund shall be transferred to the Lease Payment Fund before any drawing shall be made on the Reserve Policy or any other Reserve Facility. The Trustee shall take whatever action is necessary to liquidate or draw upon investments of funds held in the Reserve Fund or draw upon the Reserve Policy or other Reserve Facility to make such funds available for application as provided hereunder on the Certificate Payment Date.

C. Draws on all Reserve Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. "Available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable Reserve Facilities without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provide to honor any such claim or draw.

D. The District shall repay the Reserve Insurer any draws under the Reserve Policy together with interest thereon at the Late Payment Rate (defined below) as Reserve Replenishment Rent paid by the District pursuant to Section 4.4(d) of the Lease. The District shall also pay all related reasonable expenses incurred by the Reserve Insurer together with interest thereon at the Late Payment Rate as Additional Payments made by the District pursuant to Section 4.11 of the Lease. "Late Payment Rate" means, as calculated by the Reserve Insurer, the lesser of: (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, or (ii) the then applicable highest rate of interest due with respect to the Certificates; or (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Reserve Insurer shall specify.

Repayment of draws under the Reserve Policy and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw. Payment of any Policy Costs and reimbursements of amounts with respect to other Reserve Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund.

Amounts in respect of Policy Costs paid to the Reserve Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Insurer on account of principal drawn on the Reserve Policy, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

If the District shall fail to pay any Policy Costs in accordance with the requirements hereof, the Reserve Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided hereunder, other than remedies which would adversely affect owners of the Certificates. This Agreement and the Lease shall not be discharged or terminated prior to September 1, 2037 until all Policy Costs owing the Reserve Insurer shall have been paid in full. The District's obligation to pay such amounts shall expressly survive payment in full of the Certificates.

Draws under the Reserve Policy may only be used to make payments on Certificates insured under the Policy.

The Reserve Policy shall expire on the earlier of the Date the Certificates are no longer outstanding, or the final maturity date of the Certificates.

Section 6.05 Trustee to Make All Lease Payments. If on any Certificate Payment Date the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal or interest evidenced by the Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal, interest and prepayment premiums (if any), the Trustee shall, upon the written direction of the District Representative, transfer all amounts in the Reserve Fund to the Lease Payment Fund to be applied to the payment of the Lease Payments or Prepayments on behalf of the District and such moneys shall be distributed to the Owners of Certificates in accordance with Article II of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and the Trustee's fees and expenses pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease, or upon provision for such payments as provided in Section 14.01 hereof and provisions for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall at the written direction of the District be withdrawn by the Trustee and paid to the District.

ARTICLE VII

NET PROCEEDS FUND

Section 7.01 Establishment of Net Proceeds Fund; Deposits. The Trustee shall establish when required a special fund designated as the "Capistrano Unified School District Net Proceeds Fund," referred to herein as the "Net Proceeds Fund," to be maintained and held in trust for the benefit of the Owners, subject to disbursement therefrom as provided herein. The Trustee shall deposit Net Proceeds in the Net Proceeds Fund as provided in Section 6.1(a) of the Lease.

Section 7.02 Disbursements.

A. Casualty Insurance. The Trustee shall disburse Net Proceeds for replacement or repair of the Property as provided in Section 6.1(b) of the Lease, or transfer such proceeds to the Prepayment Fund upon notification of the District Representative as provided in Sections 6.1(b) or 6.1(c) of the Lease. Pending such application, such Net Proceeds may be invested by the Trustee as directed by the District in Permitted Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement. Any amounts remaining in the Net Proceeds Fund following the repair or replacement of the Property shall, with the prior written consent of the Insurer, be disbursed to the District. After all of the Certificates have been paid and the entire amount of principal and interest evidenced by the Certificates has been paid in full, or provision made for payment satisfactory to the Trustee, including provision for all amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, the Trustee shall pay any remaining moneys in the Net Proceeds Fund to the District after payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease.

B. Title Insurance. Proceeds of any policy of title insurance received by the Trustee with respect to the Property shall be applied and disbursed by the Trustee upon the Written Request of the District as follows:

(1) If the District determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Property and will not result in an abatement of Lease Payments and Additional Payments payable by the District under the Lease (such determination to be certified by the District in writing), such proceeds shall be remitted to the District and used for any lawful purpose thereof; or

(2) If the District determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Property and will result in an abatement of Lease Payments and Additional Payments payable by the District under the Lease, then the Trustee shall, with the prior consent of the Insurer, immediately deposit such proceeds in the Prepayment Fund and such proceeds shall be applied to the prepayment of Certificates in the manner provided in Section 4.02 hereof.

Section 7.03 Cooperation. The Corporation and the Trustee shall cooperate fully with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any item or portion thereof; provided, however, the Trustee shall not be obligated to take any action hereunder if it is not indemnified to its satisfaction from and against any liability or expense arising therefrom.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section 8.01 Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners and, in the case of the Rebate Fund, for payment as required to the United States Treasury, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee or the District, or any of them.

Section 8.02 Investments Authorized.

A. By Trustee. Subject to the further provisions of this Article VIII, moneys held by the Trustee hereunder shall be invested and reinvested at maturity by the Trustee at the direction of the District pursuant to Section 8.02.B. The Trustee will report any such investments to the District on a monthly basis in its regular statements. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available hereunder based upon information supplied by the District as at, among other things, scheduled completion of the various components of the Project.

Investments purchased with funds on deposit in the Lease Payment Fund and Prepayment Fund shall mature not later than the Certificate Payment Date or prepayment date, as appropriate, immediately succeeding the investment. Notwithstanding anything to the contrary contained herein, investments purchased with funds on deposit in the Reserve Fund should have an average aggregate weighted term to maturity of not greater than five years unless invested in the Permitted Investments described in paragraph (b)(xii) of the definition thereof contained in Section 1.01 pursuant to which funds may be withdrawn, without penalty, to make payments.

B. Upon Direction of District. The District Representative shall direct by facsimile or email such investment in specific Permitted Investments not less than two Business Days prior to the date that such Permitted Investment is to take effect, confirmed by written order filed with the Trustee. In the event that the District Representative does not so direct the Trustee, the Trustee shall invest in the Permitted Investments described in paragraph (b)(vi) of the definition thereof contained in Section 1.01; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written order of the District specifying a specific money market fund and, if no such written order of the District is so received, the Trustee shall hold such moneys uninvested. The Trustee may rely on the investment direction of the District as to the suitability and legality of the directed investments. In making investments, the Trustee may act as principal or agent.

C. Registration. Such investments, if registrable, shall be registered in the name of the Trustee for the benefit of the Owners and held by the Trustee or its nominee.

D. Trustee as Purchaser or Agent. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee or any of its affiliates may act as a sponsor of, or as an advisor to, any provider of Permitted Investments hereunder. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

E. Trustee Standard of Care. The Trustee shall have no liability whatsoever for any loss, fee, tax or other charge incurred in connection with any investment, reinvestment, sale, or liquidation of an investment hereunder, made in accordance with Section 8.05.B. The Trustee shall have no responsibility whatsoever to determine whether any investments made pursuant to this agreement are or continue to be Permitted Investments. Any deposit or investment directed by the District shall constitute a certification by the District to the trustee that the assets so deposited or to be purchased pursuant to such directions are Permitted Investments. In no event shall the Trustee be deemed an investment manager or adviser in respect of any selection of investments hereunder. In the event of a loss on the sale of such investments, the Trustee shall have no responsibility in respect of such loss except that the Trustee shall notify the District of the amount of such loss and the District shall promptly pay such amount to the Trustee to be credited as part of the monies originally invested.

Section 8.03 Disposition of Investments. Any income, profit or loss on the investment of moneys held by the Trustee hereunder shall be credited to the respective fund for which it is held, except as otherwise provided herein.

Section 8.04 Accounting. The Trustee shall furnish to the District, not less than monthly, an accounting (which may be in the form of its regular statements) of all investments made by the Trustee and all funds and amounts held by the Trustee; provided, that the Trustee shall not be obligated to deliver an accounting for any fund or account that (i) has a balance of zero, and (ii) has not had any activity since the last reporting date. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged.

Section 8.05 Valuation and Disposition of Investments.

A. Valuation. Subject to the provisions of Section 8.08 hereof, for the purpose of determining the amount in any fund, all Permitted Investments (except investment agreements) credited to such fund shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts, investments shall be valued by the Trustee (i) as frequently as deemed necessary by the Insurer but not less often than annually nor more often than monthly, and (ii) upon any draw upon the Reserve Fund. In making any such valuations, the Trustee may utilize, and conclusively rely upon such valuation services as may be available to the Trustee (including brokers and dealers in securities), including those within its regular accounting system.

B. Disposition. Subject to the provisions of Section 8.08 hereof, the Trustee shall sell, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited.

Section 8.06 Commingling of Moneys in Funds. The Trustee may, and upon the written request of the District Representative shall, commingle any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee. The District shall ensure that any such commingling complies with Section 1.148-4 of the Treasury Regulations, and shall provide direction to the Trustee accordingly.

Section 8.07 Tax Covenants

A. The District shall assure that the the proceeds of the Series A Certificates which are used to pay Project Costs will be used for a Qualified Renewable Energy Facility Project for purposes in accordance with section 54C(a)(1) of the Code.

B. The District shall maintain its status as a state or local governmental body as required by Section 54C(a)(2) of the Code.

C. The District hereby designates the obligation to make Lease Payments under the Lease with respect to the Series A Certificates as New Clean Renewable Energy Bonds for purposes of section 54C(a)(3) of the Code.

D. The District reasonably expects to expend all of the monies in the Project Fund for a Qualified Renewable Energy Facility Project purpose with respect to the Project within the Expenditure Period. To the extent that less than 100 percent (100%) of the Project Fund has been expended for a Qualified Renewable Energy Facility purpose by the end of the Expenditure Period, all nonqualified bonds (as determined under Section 142 of the Code) shall be redeemed within 90 days of the end of the Expenditure Period all in accordance with the requirements of Section 54A(d)(2)(B) of the Code in the time and manner prescribed by the Code and as required by Section 4.7.

E. The District reasonably expects that, within 6 months of the Closing Date, it will enter into a binding commitment with a third party to spend at least ten percent (10%) of the proceeds of the Series A Certificates for a Qualified Renewable Energy Facility Project purpose with respect to the Project.

F. All proceeds of the Series A Certificates will be spent on capital expenditures with a reasonably expected economic life of one year or more.

G. No proceeds of the Series A Certificates and investment earnings thereon, in an amount in excess of two percent (2%) of the proceeds of the Series A Certificates, will be used to pay costs of issuing of the Series A Certificates. If the fees of the District are retained as a discount on the purchase of the Series A Certificates, such retention shall be deemed to be an expenditure of proceeds of the Series A Certificates for said fees.

H. The District has received an allocation of a portion of the national New Clean Renewable Energy Bond volume cap.

I. The District shall not take, or permit or suffer to be taken by any person or otherwise, any action with respect to the proceeds of the Series A Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of execution and delivery of the Series A Certificates would have caused the Series A Certificates to be "arbitrage bonds" within the meaning of section 148 of the Code as modified by Section 54A(d)(4) of the Code, including the Treasury Regulations with respect thereto.

J. The District shall take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates. For purposes of this paragraph, investments of the proceeds of the Series A Certificates during the Expenditure Period are deemed to comply with the requirements and limitations of Section 148 of the Tax Code.

K. No fund the proceeds of which are pledged to, or are reasonably expected to be used directly or indirectly to pay, the principal or interest with respect to the Series A Certificates or are reserved or otherwise set aside such that there is a reasonable assurance that such amounts will be available to pay the principal or interest components of the Series A Certificates will be funded with respect to the Series A Certificates except as follows: (i) the fund is funded at a rate not more rapid than equal annual installments, (ii) such fund is funded in a manner reasonably expected to result in an amount not greater than an amount necessary to repay the issue, and (iii) the yield on the fund is not greater than the rate determined under 54A(d)(5)(B) of the Code.

L. Except as otherwise provided in the following sentence, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, the Lease Agreement or the Site Lease, or otherwise containing proceeds of this Agreement, the Lease Agreement or the Site Lease shall be acquired, disposed of, and valued (as of the date that valuation is required by a Lease or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) and investments in a reserve fund shall be valued at their present value (within the meaning of section 148 of the Code).

M. The District hereby covenants and agrees to comply with all State of California ("State") and local law requirements governing conflicts of interest as such requirements may relate, directly or indirectly, to the Series A Certificates. The District hereby covenants and agrees to comply with any conflict of interest rules prescribed by the Internal Revenue Service or United States Department of the Treasury governing the appropriate

Member of Congress, Federal, State, and local officials, and their spouses as such rules may apply to the Series A Certificates.

N. The District hereby covenants and agrees to comply with the wage rate requirements of Title 40, Subtitle II, Part A, Chapter 31, Subchapter IV of the United States Code as such requirements relate to the proceeds of the Series A Certificates.

O. The District hereby irrevocably elects to treat the obligation to make Lease Payments under the Lease with respect to the Series A Certificates as "Specified Tax Credit Bonds" within the meaning of Section 6431(f) of the Code such that the District will be eligible to receive direct payment by the federal government of a refundable credit equal to the lesser of the interest payable on the Series A Certificates or 70% of the tax credit rate applicable to the Series A Certificates (the "Subsidy Payments").

P. The District shall take all actions necessary to assure that the obligation to make Lease Payments under the Lease Agreement remains New Clean Renewable Energy Bonds under Section 54C(a) of the Code and specified tax credit bonds eligible for the Subsidy Payments under Section 6431 of the Code. Notwithstanding any provisions of this Section, if the District shall obtain an opinion of nationally recognized bond counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required in order for the Series A Certificates to be treated as specified tax credit bonds under Section 6431(f)(3) of the Code and New Clean Renewable Energy Bonds under Section 54C of the Code, the District may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Q. The District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payment evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the District, that would cause the Lease Payments evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates evidencing Lease Payments are outstanding, the District and the Corporation, with respect to such proceeds and the Project, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect. The District shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Lease Payments evidenced by the Certificates as "governmental bonds."

R. The District and the Corporation (to the extent that the Corporation may have control over the proceeds of the Certificates) shall not make any use of the proceeds of the Certificates or any other funds of the District, or take or omit to take any other action, that would cause the Lease Payments evidenced by the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

S. In furtherance of the foregoing tax covenants of this Section, the District covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Certificates.

Section 8.08 Filing of Forms to Receive Subsidy Payments.

A. General. The District will, within the 30-day period beginning on the date that is 90 days before the next Lease Payment Date, file, or cause to be filed, Form 8038-CP or any successor form designated by the federal government, requesting payment of the Subsidy Payments with respect to the interest component of the next Lease Payment of the Series A Certificates.

ARTICLE IX

THE TRUSTEE

Section 9.01 Appointment of Trustee.

A. Appointment. U.S. Bank National Association, a national banking association organized under the laws of the United States, is hereby appointed Trustee by the Corporation and the District.

B. Qualifications. The Corporation and the District agree that they will maintain a Trustee having an office in New York, New York; San Francisco, California; or Los Angeles, California capable of exercising trust powers in the State of California, with a combined capital (exclusive of borrowed capital) and a surplus of at least Two Hundred-Fifty Million Dollars (\$250,000,000), or be a member of a bank holding company system, which shall have a combined capital and surplus of at least Two Hundred-Fifty Million Dollars (\$250,000,000), and subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding. If such bank, national banking association, corporation or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank, national banking association, corporation or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

C. Removal. The Insurer and, so long as there is no Event of Default, the District (with the prior consent of the Insurer), upon 30 days written notice may remove the Trustee initially appointed, and any successor thereto, and may appoint a successor or successors thereto.

D. Resignation. The Trustee may, upon prior written notice to the District, the Insurer and the Corporation, resign; provided that such resignation shall not take effect until the successor Trustee is appointed as provided in this Section. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee. In the event the District does not name a successor Trustee within thirty (30) days of receipt of notice of the Trustee's resignation, then the Trustee may petition a court of suitable jurisdiction to seek the immediate appointment of a successor Trustee.

E. Successor. Any successor Trustee shall be a bank, association, corporation or trust company meeting the qualifications as set forth in Subsection B above and acceptable to the Insurer. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee shall mail notice thereof to the Owners at their respective addresses set forth on the Certificate registration books maintained pursuant to Section 2.12.

Section 9.02 Merger or Consolidation. Any company or banking association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Trustee shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.03 Protection of the Trustee.

A. Reliance Upon Papers or Documents. The Trustee may conclusively rely and shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, facsimile, request, consent, direction, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may, in the absence of bad faith on its part, accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

B. Reliance Upon Opinions of Counsel. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, Trustee shall be absolutely protected in relying thereon.

C. Reliance Upon Requested Certificates. Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed), in the absence of bad faith on its part, shall be deemed to be conclusively proved and established by the certificate of the District Representative or the Corporation Representative and such certificate shall be full warranty to the Trustee, in the absence of bad faith on its part, for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 9.04 Rights of the Trustee.

A. Ownership of Certificates. The Trustee may become the Owner with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

B. Attorneys, Agents, Receivers. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, receivers or employees, shall not be responsible for the actions or omissions of such attorneys, agents, receivers or employees if appointed by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder; and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof.

C. Funds and Accounts. In addition to the funds and accounts established or required to be established pursuant to this Trust Agreement, the Trustee may establish such additional funds and accounts as it deems necessary or appropriate to perform its duties hereunder.

Section 9.05 Standard of Care. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no duties shall be implied. Upon the occurrence and continuation of an Event of Default (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement and use the same degree of care and skill in their exercise as a prudent person ordinarily would exercise and use under the circumstances in the conduct of their own affairs. The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Trust Agreement except for its own gross negligence or willful misconduct.

Section 9.06 Compensation of the Trustee. As an Additional Payment under Section 4.11 of the Lease, the District shall from time to time on demand, pay to the Trustee reasonable compensation and reimbursement for its services and the services of any accountants, consultants, attorneys and other experts as may be engaged by the Trustee to provide services under this Trust Agreement pursuant to a written agreement between the District and the Trustee. The District's obligation hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates and resignation or removal of the Trustee. Upon an Event of Default, and only upon an Event of Default, the Trustee as set forth in Section 13.03 shall have a first right of payment prior to payment on account of principal of and premium, if any, and interest evidenced by any Certificate, for the foregoing fees, charges and expenses incurred by it. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 9.07 Indemnification of Trustee. The District shall, to the extent permitted by law, indemnify and save the Trustee and its officers, directors, agents, representatives and employees harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property or the Project by the District; (ii) any breach or default on the part of the District in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Property or the Project; (iii) any act of negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property or the Project; (iv) any act of negligence of any assignee of, or purchaser from, the District or of any of its or their agents, contractors, servants, employees or licensees with respect to the Property or the Project; (v) the construction or acquisition of the Project or the expenditure of Project Costs; (vi) the exercise and performance by the Trustee of its powers and duties hereunder or any related document; (vii) the sale of the Certificates and the carrying out of

any of the transactions contemplated by the Certificates or this Agreement; (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made in light of the circumstances in which they were made, not misleading in any official statement or other disclosure document utilized in connection with the sale of the Certificates; or (viii) the acceptance of administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the District, the Corporation, any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder. The indemnification set forth in this Section 9.07 shall extend to the Trustee's officers, directors, agents, representatives, employees, successors and assigns. No indemnification will be made under this Section or elsewhere in this Trust Agreement or other agreements for willful misconduct or negligence by the Trustee, its officers, agents, employees, successors or assigns. The District's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates, or the resignation or removal of the Trustee.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and all persons, including, without limitation, the Owners, Corporation and District, having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein or where the Trustee has breached its standard of care as described in Section 9.05 hereof. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates. In no event shall the Trustee be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Trustee has been advised of the likelihood of such damages or penalty and regardless of the form of action.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Insurer or the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or in the exercise of any right hereunder.

The Trustee is authorized and directed to execute in its capacity as Trustee the Assignment Agreement.

Every provision of this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement relating to the conduct or liability of the Trustee shall be subject to the provisions of this Trust Agreement, including without limitation, this Article IX.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Certificate Owners or the Insurer pursuant to the provisions of this Trust Agreement unless such Certificate Owners or the Insurer shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities, including, without limitation, liabilities arising

under any Environmental Regulation (as defined in the Lease) which may be incurred therein or thereby.

The Trustee shall not to be deemed to have knowledge of any Event of Default hereunder or under the Lease unless the Responsible Officer has received written notice thereof at its Principal Office.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Trust Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding if such directions conflict or are inconsistent with a subsequent written instruction.

The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include, but not be limited to, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 9.08 Trustee's Disclaimer of Warranties. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE TRUSTEE IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE DISTRICT IS LEASING THE PROPERTY AS IS. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of the Lease, the Site Lease, the Assignment Agreement or this Trust Agreement for the existence, furnishing, functioning or District's use and possession of the Property.

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01 Amendments Permitted.

A. With Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time, with notice to any rating agency then rating the Certificates by a supplemental agreement or amendment thereto which shall become effective when the prior written consents of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy) and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall:

(1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy without the prior written consent of the Owner of each Certificate so affected and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy);

(2) reduce the percentage of Owners whose consent is required for the execution of any amendment hereof or supplement hereto without the prior written consent of the Owners of all Certificates then Outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy);

(3) modify any of the rights or obligations of the Trustee without its written assent thereto; or

(4) amend this Section 10.01 without the prior written consent of the Owners of all Certificates then outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy).

The Trustee shall have the right to require such opinions of counsel under this Article X as it deems necessary concerning (i) the lack of material adverse effect of the amendment on Owners, (ii) the amendment not affecting the tax status of the Interest Component evidenced by the Certificates, and (iii) that such amendment is authorized or permitted under the terms of this Trust Agreement (and, if applicable, the Lease) and complies with the provisions of this Article X. Any such supplemental agreement or amendments thereto shall become effective as provided in Section 10.02 hereof.

B. Without Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement or amendments thereto, upon prior written notice to the Insurer, with notice to any rating agency then rating the Certificates but without the consent of any such Owners, but only to the extent permitted by law and only:

(1) to add to the covenants and agreements of the District and the Corporation hereunder;

(2) to cure, correct or supplement any ambiguous or defective provision contained herein or therein;

(3) with regard to matters arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable (which may be based upon opinions as provided in Section 9.03.B), amendments pursuant to this Subsection shall not materially adversely affect the interest of the Owners or the Insurer (unless the Insurer has consented, in writing, to such amendment);

(4) to substitute the Property, or a portion thereof, in accordance with Sections 3.5 and 7.12 of the Lease, with the consent of the Insurer;

(5) to add to the rights of the Trustee;

(6) to maintain the rating or ratings assigned to the Certificates with the consent of the Insurer; or

(8) to provide for the execution and delivery of Additional Certificates or Parity Certificates in accordance with the provisions of Section 2.15 and 2.16, respectively, hereof.

No such modification or amendment, however, shall modify any of the rights or obligations of the Trustee or the Insurer without its written assent thereto. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

The Insurer shall be provided by the District with a full original transcript of all proceedings relating to the amendment of, or supplement to, this Trust Agreement or the Lease pursuant to this Section 10.01.

Section 10.02 Procedure for Amendment with Written Consent of the Owners. This Trust Agreement or the Lease may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners is required pursuant to Section 10.01.A hereof. A copy of such supplemental agreement, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Certificate at his address as set forth in the Certificate registration books maintained pursuant to Section 2.12 hereof, but failure to receive copies of such supplemental agreement and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided. Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and notices shall have been mailed as hereinafter in this Section provided. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consent to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Trustee may obtain and conclusively rely on an opinion of counsel with regard to such matters.

Any amendment under this Section 10.02 requiring the consent of the Owners shall require the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy). The Insurer shall be provided prior written notice of all proposed amendments subject to its approval. All such Notices under this Section shall be sent to the addresses shown in Section 14.05 hereof.

Section 10.03 Disqualified Certificates. Certificates owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; except that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Certificates which the Trustee actually knows to be owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) shall be disregarded unless all Certificates are so owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation, in which case such Certificates shall be considered Outstanding for the purpose of such determination.

The District or the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for in this Article X shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section 10.03 hereof.

Upon request of the Trustee, the District and Corporation shall specify in a certificate to the Trustee those Certificates disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 10.04 Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Lease, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Lease, as the case may be, for any and all purposes.

Section 10.05 Endorsement or Replacement of Certificates Delivered After Amendments. The Trustee may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement, in form approved by the District, as to such action. In that case, upon demand of the Owner of any Outstanding Certificate, at such effective date and presentation of his Certificate for such purpose at the Principal Office, a suitable notation shall be made on such Certificate. The District may determine that new Certificates, so modified as in the opinion of the District are necessary to conform to such Owner's action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Office without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06 Amendatory Endorsement of Certificates. Subject to Section 10.01 hereof, the provisions of this Article X shall not prevent an Owner from accepting any amendment as to the particular Certificates held by him, provided that due notification thereof is made on such Certificates.

Section 10.07 Copies of Amendments Delivered to Rating Agencies. Copies of any modifications or amendments to this Agreement, the Lease, the Site Lease, this Trust Agreement or the Assignment Agreement shall be delivered by the District to each rating agency then rating the Certificates at least 10 days prior to the effective date thereof.

ARTICLE XI

COVENANTS; NOTICES

Section 11.01 Compliance With and Enforcement of the Lease. The District covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease. The Corporation covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the

Lease by the Corporation thereunder. The Corporation and the District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the District, will deliver the same, or a copy thereof, to the Trustee.

Section 11.02 Payment of Taxes. The District shall pay all taxes as provided in Section 7.7(b) of the Lease.

Section 11.03 Observance of Laws and Regulations. The District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, including its right to exist and carry on business as a school district, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04 Prosecution and Defense of Suits. The District shall promptly, and also upon request of the Trustee, the Insurer or any Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Owner harmless from all loss, cost, damage and expense including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.05 District Budgets. In accordance with Section 4.7 of the Lease, the District Representative shall certify to the Trustee on or before September 1 of each year that the District has included all Lease Payments, Additional Payments and Reserve Replenishment Rent due under the Lease in the Fiscal Year covered by its annual budget and the amount so included. If the District fails to certify that it has included all such Lease Payments, Additional Payments and Reserve Replenishment Rent in such annual budget, the Trustee shall promptly provide the District written notice specifying that the District has failed to observe and perform its covenant and agreement in such Section 4.7 and requesting that such failure be remedied within 30 days, or such failure shall constitute an Event of Default under Section 9.1(b) of the Lease. The Trustee shall forward a copy of such notice to the Corporation and the Insurer. Upon receipt of such notice, the District shall notify the Trustee of the proceedings proposed to be taken by the District, and shall keep the Trustee advised of all proceedings thereafter taken by the District.

Section 11.06 Further Assurances. The Corporation and the District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 11.07 Continuing Disclosure. The District hereby covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Trust Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default or an event of default hereunder; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by

court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

Section 11.08 Qualification as a Qualified Renewable Energy Facility Project. The District has received allocation of a portion of the new clean renewable energy bond volume cap in the aggregate amount of \$23,870,000 and documentation with respect to such allocation has been provided for inclusion in the transcript for the Series A Certificates. The District represents that the Project qualifies as a Qualified Renewable Energy Facility Project.

LIMITATION OF LIABILITY

Section 12.01 Limited Liability of the District. Except for the payment of Lease Payments, Additional Payments, Reserve Replenishment Rent and Prepayments when due in accordance with the Lease and the performance of the other covenants and agreements of the District contained herein and in the Lease, the District shall have no obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee.

Section 12.02 No Liability of the District or Corporation for Trustee Performance. Except as expressly provided herein, neither the District nor the Corporation shall have any obligation or liability to any other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 12.03 Limited Liability of Trustee.

A. No Investment Advice. The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment character of the Certificates.

B. Sufficiency of this Trust Agreement or Lease Payments. The Trustee makes no representations as to the validity or sufficiency of the Certificates, shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the sufficiency or enforceability of the Lease, the Site Lease or the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease (except as provided in this Trust Agreement), its right to receive moneys pursuant to said Lease, or the value of or title to the Property.

C. Actions of Corporation and District. The Trustee shall have no obligation or liability to any of the other parties or the Owners with respect to this Trust Agreement or failure or refusal of any other party to perform any covenant or agreement made by any of them under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it hereunder as provided in Section 9.05.

D. Recitals and Agreements of Corporation and District. The recitals of facts, covenants and agreements herein and in the Certificates shall be taken as statements, covenants and agreements of the District or the Corporation (as the case may be), and the Trustee assumes no responsibility for the correctness of the same.

Section 12.04 Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed

to give any person other than the District, the Corporation, the Trustee and the Owners, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee and the Owners.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01 Assignment of Rights. The parties hereto acknowledge that pursuant to the Assignment Agreement the Corporation has transferred, assigned and set over to the Trustee for the benefit of the Owners, certain of the Corporation's rights under the Lease.

Section 13.02 Events of Default.

A. Remedies. If an Event of Default shall happen, then, and in each and every such case during the continuance of such Event of Default, the Trustee may exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein or in the Lease to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE MATURITIES OF THE CERTIFICATES OR OTHERWISE TO DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE; provided further that so long as the Insurer shall not be in default in its payment obligations under the Insurance Policy, the Insurer, acting alone, shall control and direct all remedies upon an Event of Default. Section 9.2 of the Lease is hereby incorporated by reference.

B. Actual Knowledge. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until the Responsible Officer shall have received written notice thereof at its Principal Office.

C. Action on Default. If an Event of Default (within the meaning of Article IX of the Lease) shall happen, then such Event of Default shall constitute an Event of Default hereunder. The Trustee may give notice, as assignee of the Corporation, of an Event of Default under the Lease or hereunder to the District, and shall do so if directed to do so by the Insurer or, with the consent of the Insurer and the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding. In each and every case during the continuance of an Event of Default, subject to Section 9.07, the Trustee (a) may, with the prior written consent of the Insurer, at the direction of the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding, and (b) upon being indemnified to its satisfaction, shall, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, at the direction of the Insurer, upon notice in writing to the District and the Corporation, exercise any of the remedies granted to the Corporation under the Lease and, in addition, with the written consent or at the written direction of, the Insurer, take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee pursuant to the Assignment Agreement or to protect and enforce any of the rights vested in the Trustee or the Owners by this Trust Agreement or by the Certificates, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the actions and/or remedies set forth in Section 13.04 hereof.

Section 13.03 Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or of Article IX of the Lease, and any funds then held by the Trustee, shall be deposited into the Lease Payment Fund and be applied by the Trustee after payment of all amounts due and payable under Section 9.06 and 9.07 hereof and Section 4.11 of the Lease in the following order upon presentation of the several Certificates, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid -

First, Costs and Expenses: to the payment of the costs, fees and expenses of the Trustee and then of the Owners in declaring such Event of Default and in performing its duties under the Trust Agreement, Lease and Assignment Agreement, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installment, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced by any Certificates which shall have become due, whether at maturity or by call for prepayment, in the order of their due dates, with interest on the overdue principal and interest at a rate equal to the rate paid with respect to the Certificates and, if the amount available shall not be sufficient to pay in full all the amounts due evidenced by the Certificates on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

Fourth, Insurer: to the extent not included in clauses First, Second or Third above, to the payment of all amounts then due to the Insurer, as certified in writing to the Trustee.

Section 13.04 Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee shall, at the direction of the Insurer, or may, with the prior written consent of the Insurer, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, proceed to protect or enforce its rights or the rights of the Owners by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or in the Lease, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder; provided that such written request shall not be otherwise than in accordance with provisions of law and this Trust Agreement and that the Trustee shall have the right to decline to follow any such written request if the Trustee shall be advised by counsel that the action or proceeding so requested may not be taken lawfully or if the Trustee in good faith shall determine that the action or proceeding so requested would be unjustly prejudicial to the Certificate Owners not a party to such written request or expose the Trustee to liability.

Section 13.05 Non-Waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates shall affect or impair the obligation of the District to pay or prepay the Lease Payments as provided in the Lease. So long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Trustee shall not waive

any default or breach of duty or contract hereunder without the prior written consent of the Insurer. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee or to the Owners may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

Section 13.06 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07 Power of Trustee to Control Proceedings. Subject to the Insurer's right to control all remedies in the Event of a Default, in the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Insurer, or the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interest of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Outstanding Certificates hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Certificates or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 13.08 Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default under the Lease; (b) such Owner shall have obtained the Insurer's consent to such institution or appointment, so long as the Insurer is not in default in its payment obligations under the Insurance Policy; (c) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (e) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (f) there shall have been a default in the payment of such Owner's proportionate interest in the Lease Payments as the same become due.

Such notification, request, tender of indemnity, refusal or omission, and default are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this

Agreement, except in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Defeasance.

A. Methods. If and when any Outstanding Certificates shall be paid and discharged in any one or more of the following ways -

(1) Payment or Prepayment: by well and truly paying or causing to be paid the principal, interest and prepayment premiums (if any) with respect to such Certificates Outstanding, as and when the same become due and payable;

(2) Cash: if prior to maturity and having given at least forty (40) days prior written notice of prepayment (unless a shorter notice shall be acceptable to the Trustee) and depositing with the Trustee, in trust, an amount of cash which (together with cash then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon, in the event of payment or provision for payment of all Outstanding Certificates) is sufficient to pay such Certificates Outstanding, including all principal and interest and premium, if any; or

(3) Defeasance Securities: by irrevocably depositing with the Trustee, in trust, Defeasance Securities together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon (and, in the event of payment or provision for payment of all Outstanding Certificates, moneys then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon), be fully sufficient to pay and discharge such Certificates (including all principal and interest represented thereby and prepayment premiums if any) at or before their maturity date;

and all other amounts due hereunder have been paid in full, then, notwithstanding that any Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the District with respect to such Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited pursuant to paragraphs 2 and 3 of this Section, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs 2 and 3 of this Section, the Certificates shall continue to represent direct and proportionate interests of the Owners thereof in Lease Payments under the Lease.

B. Surplus Moneys. Any funds held by the Trustee, at the time of payment or provision for payment of all Outstanding Certificates pursuant to the one of the procedures described in paragraphs A.1 through A.3 of this Section, which are not required for the payment to be made to Owners, shall be paid over to the District, after the payment of any

amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof, any amounts due and owing to the Insurer, and any other Additional Payments due under the Lease.

C. Surviving Provisions. Notwithstanding the satisfaction and discharge hereof, the Trustee shall retain such rights, powers and privileges under Section 9.06 and 9.07 hereof and hereunder as may be necessary or convenient for the payment of the principal, interest and prepayment premium, if any, on the Certificates and for the registration, transfer and exchange of the Certificates.

D. Opinions and Reports. Prior to any defeasance becoming effective under this Section, (A) all amounts currently due to the Insurer under the Insurance Policy and Reserve Policy shall have been paid in full, and (B) the District shall cause to be delivered at least five Business Days prior to any defeasance becoming effective (i) an executed copy of a report, addressed to the Trustee, the District and the Insurer, in form and substance acceptable to the Trustee, the District and the Insurer of a nationally recognized firm of certified public accountants, verifying that the Defeasance Securities and cash, if any, satisfy the requirements of Section 14.01.A above (a "Verification Report"); (ii) a copy of the escrow deposit agreement entered into in connection with such defeasance, which escrow deposit agreement shall be in form and substance acceptable to the Insurer; and (iii) a copy of an opinion of Special Counsel, dated the date of such defeasance and addressed to the Trustee, the District and the Insurer, in form and substance acceptable to the Trustee, the District and the Insurer, to the effect that such Certificates are no longer Outstanding under the Trust Agreement.

Notwithstanding the foregoing, if the defeasance is effected by means of a cash deposit only, the escrow deposit agreement referenced in Section D.(B)(ii), above, shall not be necessary to effect such defeasance, though the other requirements of Section D, above, shall still apply.

Furthermore, the escrow deposit agreement referenced in Section D.(B)(ii) above shall provide that any substitution of Defeasance Securities following execution and delivery of such escrow deposit agreement shall require delivery of a Verification Report and the prior written consent of the Insurer, which consent will not be unreasonably withheld.

The District will not exercise any optional prepayment of Certificates secured by an escrow deposit agreement referenced in Section D.(B)(ii) above or any other prepayment other than mandatory sinking fund prepayment unless (i) the right to make such prepayment has been expressly reserved in the escrow deposit agreement and such reservation has been disclosed in detail in the official statement for the Certificates, and (ii) as a condition to any such prepayment there shall be provided to the Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of the Insurer and shall be accompanied by such opinions of counsel as may be required by the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

E. Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Trust Agreement and the Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Corporation in accordance with this Trust Agreement. This Trust Agreement shall not be

discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Section 14.02 Non-Presentment of Certificates. In the event any Certificate shall not be presented for payment when the principal with respect thereto becomes due, either at maturity, or at the date fixed for prepayment thereof, if moneys sufficient to pay such Certificate shall have been deposited in the Prepayment Fund or Lease Payment Fund, as applicable, all liability of the District to the Owner thereof for payment of such Certificate shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Trust Agreement or on, or with respect to, said Certificate.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Certificates within two (2) years after the date on which the same shall have become due shall be paid by the Trustee to the District (without liability for interest), free from the trusts created by this Trust Agreement. In addition, Trustee shall be indemnified from and against any and all liabilities to third parties resulting from its actions under this Section. Thereafter, Owners shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid by the Trustee. The District shall not be liable for any interest on the sums paid to it pursuant to this section and shall not be regarded as a trustee or trustees of such money.

Section 14.03 Acquisition of Certificates by District. All Certificates acquired by the District, whether by purchase, gift or otherwise, shall be surrendered by the District to the Trustee for cancellation.

Section 14.04 Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed by it under this Trust Agreement, which shall be available for inspection by the District, the Corporation and any Owner, or the agent of any of them, at any time during regular business hours upon reasonable prior notice.

Section 14.05 Notices. Except as specifically provided otherwise in this Trust Agreement, all written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party(ies) in writing from time to time. Notice shall be deemed to have been received upon actual receipt after deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attention: Deputy Superintendent, Business and Support
Services

If to the Corporation: Capistrano Unified School District School Facilities
Corporation
C/O Capistrano Unified School District
33122 Valle Road 92675
San Juan Capistrano, California
Attention: President

If to the Trustee: U.S. Bank National Association
Westside Flats
60 Livingston Avenue
[St. Paul, Minnesota 55107
Attention: Corporate Trust]

If to the Insurer: _____

In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL."

If to S&P: Standard & Poor's Rating Services
One California Street
San Francisco, California 94111
Attention: _____

Section 14.06 Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 14.07 Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Corporation, the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.08 Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 14.09 Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.10 Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.11 Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

Section 14.12 Payment on Business Day. In any case where the date of the payment of interest on or of principal (and premium, if any) of the Certificates or the date fixed for prepayment is other than a Business Day, the payment of interest or principal need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 14.13 Provisions Relating to Certificate Insurance. Notwithstanding anything to the contrary herein:

A. Any notice and other information that is required to be given by the District to any Owners, Information Services, or Securities Depositories or under its Continuing Disclosure Certificate shall be given to the Insurer.

B. Notwithstanding any other provision herein, in determining whether the rights of the Owners will be adversely affected by an action taken pursuant to the terms and provisions hereof, the effect on the Owners shall be considered as if there were no Insurance Policy.

C. The Insurer shall be deemed to be the holder of all of the Certificates for purposes of:

(1) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default (as defined in the Lease), and

(2) granting any consent, direction or approval or taking any action permitted by or required hereunder, as the case may be, to be granted or taken by the Owners of the Certificates.

D. Any provision herein expressly recognizing or granting rights in and to the Insurer may not be amended in any manner that affects the rights of the Insurer without the prior written consent of the Insurer.

E. Whenever the consent of the Owners is required pursuant to the provisions herein, the Insurer's consent shall also be required.

F. Any reorganization or liquidation plan with respect to the District must be acceptable to the Insurer. In the event of any reorganization or liquidation, the Insurer shall have the right to vote on behalf of all Owners who hold Certificates guaranteed by the Insurer (so long as the Insurer is not in default of its obligations under the Policy).

G. Provisions for Insurer Default. If an Insurer Default shall occur and be continuing, then, notwithstanding anything above to the contrary, (1) if at any time prior to or following an Insurer Default, the Insurer has made payment under the Policy, to the extent of such payment the Insurer shall be treated like any other holder of the Certificates for all purposes, including giving of consents, and (2) if the Insurer has not made any payment under the Policy, the Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Insurer makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the Insurer has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) the Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution

H. Payment Procedures Under the Insurance Policy.

In the event that principal and or interest due on the Certificates shall be paid by the Insurer pursuant to the Policy, the Certificates shall remain outstanding for all purposes, not be defeased otherwise satisfied and not be considered paid by the District, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the District to the registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Certificates.

In the event that on the second (2nd) business day prior to any payment date on the Certificates, Trustee has not received sufficient moneys to pay all principal of and interest on the Certificates due on such payment date, Trustee shall immediately notify the Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

In addition, if the Trustee has notice that any holder of the Certificates has been required to disgorge payments of principal of or interest on the Certificates pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify the Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Insurer.

The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for Owners of the Certificates as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Certificates, the Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such Owners of the Certificates in any legal proceeding related to the payment and assignment to the Insurer of the claims for interest on the Certificates, (ii) receive as designee of the respective Owners (and not as Paying Agent) in accordance with the tenor of the Policy payment from the Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective Owners;

(2) If there is a deficiency in amounts required to pay principal of the Certificates, the Trustee shall (i) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney in-fact for such holder of the Certificates in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the Certificates surrendered to the Insurer, (ii) receive as designee of the respective Owners (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the Insurer, and (iii) disburse the same to such Owners.

The Trustee shall designate any portion of payment of principal on Certificates paid by the Insurer, whether by virtue of mandatory sinking fund prepayment, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Insurer, registered in the name of Cede & Co., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable by the Corporation on any Certificate or the subrogation rights of the Insurer.

Irrespective of whether any such assignment is executed and delivered, the District and the Trustee agree for the benefit of the Insurer:

(1) They recognize that to the extent the Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest with respect to the Certificates, the Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the District, with interest thereon, as provided in and solely from the Lease Payments and Additional Lease Payments, as applicable, under the Lease and the Certificates; and

(2) They will accordingly pay to the Insurer the amount of such principal and interest, with interest thereon as provided in the Lease and the Certificates, but only from the Lease Payments and Additional Payments, as applicable, due and payable under the Lease, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

(a) The Insurer shall, to the extent it makes any payment of principal of or interest evidenced by the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy. Each obligation of the District to the Insurer under this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement (each, a "Related Document") shall survive discharge or termination of such Related Document.

I. Additional Payments. The District agrees unconditionally that it will pay or reimburse the Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Insurer may pay or incur, including, but not limited to, fees and expenses of the Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Site Lease, the Lease or this Trust Agreement ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Insurer spent in connection with the actions described in the preceding sentence. The District agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Insurer until the date the Insurer is paid in full.

(1) Notwithstanding anything herein to the contrary, the District agrees to pay to the Insurer (i) from Lease Payments due under the Lease a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) as Additional Payments due under Section 4.11 of the Lease, interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the funds on deposit with the Trustee and payable from such funds on a parity with interest and principal due on the Certificates.

J. The Insurer shall be entitled to pay principal or interest evidenced by the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment or a claim upon the Insurance Policy.

K. The rights granted to the Insurer under this Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

Section 14.14 Information to be Provided to the Insurer. The District or the Trustee shall furnish to the Insurer the following, as the case may be:

A. Annual audited financial statements of the District within 180 days after the end of the District's fiscal year (together with a certification of the District that it is not aware of any default or Event of Default under the Trust Agreement or the Lease), and the District's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

B. Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Certificates;

C. Notice of any default actually known to the Trustee or District within five Business Days after knowledge thereof;

D. Notice of the resignation or removal or name change of the Trustee and the Registrar for the Certificates and the appointment of, and acceptance of duties by, any successor thereto;

E. Notice of the commencement of any proceeding by or against the Corporation or the District commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

F. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest evidenced by, the Certificates;

G. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

H. All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

Section 14.15 Interested Parties.

A. The Insurer as Third Party Beneficiary. The Insurer is hereby deemed a third party beneficiary of this Trust Agreement.

B. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give grant to any person or entity, other than the District, the Trustee, the Insurer and the Owners of the Certificates, any right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee, the Insurer and the registered owners of the Certificates.

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

By: _____
Martha McNicholas, President

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Kirsten Vital, Superintendent

EXHIBIT A

FORM OF SERIES A CERTIFICATE OF PARTICIPATION

R-___

\$_____

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE TRUST AGREEMENT) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATE OF PARTICIPATION (NEW CLEAN RENEWABLE ENERGY BOND)
(SERIES A – DIRECT SUBSIDY)**

Evidencing the Fractional Interest of the Owner Hereof
In Lease Payments to be Made by
CAPISTRANO UNIFIED SCHOOL DISTRICT
As rental for a certain property
Pursuant to a Lease Agreement with the
CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a fractional and undivided interest in the right to receive certain Lease Payments and Prepayments thereof under and as defined in that certain Lease Agreement, dated as of December 1, 2017 (the "Lease"), by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws and Constitution of the State of California (the "District"), which Lease Payments and Prepayments and certain other rights and interests

under the Lease have been assigned to U.S. Bank National Association, as trustee (the "Trustee") under a Trust Agreement, dated as of December 1, 2017 (the "Trust Agreement"), by and among the Trustee, the Corporation and the District, having a corporate trust office in St. Paul, Minnesota.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date specified above, the Principal Amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive on _____, 201____, and semiannually thereafter on June 1 and December 1 of each year (the "Payment Dates") until payment in full of the Principal Amount, the Registered Owner's portion of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates; provided that interest with respect hereto shall be payable from the Payment Date next preceding the date of execution of this Certificate (unless: (i) this Certificate is executed on a Payment Date in which event it should be payable from the date thereof; (ii) this Certificate is executed after the close of business on the fifteenth day of the month preceding a Payment Date (the "Record Date") and prior to the following Payment Date, in which event interest shall be payable from such Payment Date; or (iii) it is executed on or prior to _____, 2018 in which event interest evidenced thereby shall be payable from the Dated Date specified above; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates). The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate at the Principal Office. The amounts representing interest are payable by check mailed by the Trustee on each Payment Date by first class mail to the Registered Owner hereof as of the Record Date preceding the Payment Date at the Registered Owner's address as it appears on the registration books of the Trustee. Interest evidenced by any Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of \$1,000,000 or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number on file with the Trustee as of the Record Date.

This Certificate is one of the \$_____ aggregate principal amount of 2017 Certificates of Participation (New Clean Renewable Energy Bond) (Series A-Direct Subsidy) (the "Certificates") which have been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The District is authorized to enter into the Lease and the Trust Agreement under the Constitution and laws of the State of California. Reference is hereby made to the Lease and the Trust Agreement (copies of which are on file at the Principal Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease, to all of the provisions of which Lease and Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated to pay Lease Payments from any source of legally available funds, and the District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any

form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any Constitutional or statutory debt limitation or restriction. The District's obligation to pay Lease Payments may be completely or partially abated during any period in which, by reason of material damage, destruction, title defect, or taking by eminent domain or condemnation there is substantial interference with the use and right of possession by the District of the Property. Failure of the District to pay Lease Payments during any such period shall not constitute a default under the Lease, the Trust Agreement or this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding, and may be amended, without the consent of the Owners under certain circumstances, but in no event such that the interests of the Owners of the Certificates are adversely affected. No such modification or amendment shall: (i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy, without the express consent of the Owner of such Certificate and the Insurer as and to the extent described in the Trust Agreement; or (ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement; (iii) modify any of the rights or obligations of the Trustee without its written assent thereto; or (iv) amend the section of the Trust Agreement dealing with permitted amendments thereof without the prior written consent of the Owners of all Certificates and the Insurer as and to the extent described in the Trust Agreement.

This Certificate is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, at the Principal Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of an authorized denomination or denominations, for the same aggregate principal amount, maturity and interest rate, will be delivered to the transferee. This Certificate also may be exchanged for a like aggregate principal amount of Certificates of other authorized denominations as prescribed in the Trust Agreement. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee shall not be required to transfer any Certificate selected for prepayment or be required to transfer any Certificate during the period in which the Trustee is selecting Certificates for prepayment.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any day, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Optional Prepayment. The Certificates maturing on or after December 1, 2028, are subject to optional prepayment prior to their stated maturities on any date on or after December 1, 2027, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of \$5,000), at the prepayment price of the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Extraordinary Mandatory Prepayment -- Unexpended Proceeds. In the event and to the extent that the District fails to expend all of the proceeds of the Series A Certificates for qualified renewable energy facilities within the expenditure period as defined in Tax Code Section 54A(d)(2)(B)(ii), the Series A Certificates are subject to extraordinary mandatory prepayment, in whole or in part, on any date that is not more than 90 days following an expenditure period, at a prepayment price equal to 100 percent of the principal amount of the Series A Certificates to be redeemed. The prepayment price of any Series A Certificates to be prepaid is payable solely from the amounts held by Trustee in the Project Fund (as defined in the Trust Agreement) at the expiration of the expenditure period.

As provided in the Trust Agreement, notice of optional or extraordinary prepayment shall be mailed by first class mail, not less than 30 nor more than 60 days before the prepayment date, to the Owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment. Any notice of prepayment for an optional prepayment may be conditional as described in the Trust Agreement. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The District has certified that all acts, conditions and things required by the laws of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

Terms used herein which are not otherwise defined shall have the respective meanings assigned thereto in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owner of this Certificate to make payments of principal or interest evidenced by this Certificate except from Lease Payments paid to the Trustee and from the various funds and accounts established under the Trust Agreement. The Trust Agreement provides that the recitals of facts, covenants and agreements in this Certificate shall be taken as statements, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by U.S. Bank, as Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____

U.S. BANK NATIONAL ASSOCIATION, Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(print or typewrite name, address, including postal zip code,
and social security or other identifying number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

FORM OF SERIES B CERTIFICATE OF PARTICIPATION

R-___

\$_____

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE TRUST AGREEMENT) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
2017 CERTIFICATE OF PARTICIPATION (SERIES B – TAXABLE)**

Evidencing the Fractional Interest of the Owner Hereof
In Lease Payments to be Made by
CAPISTRANO UNIFIED SCHOOL DISTRICT
As rental for a certain property
Pursuant to a Lease Agreement with the
CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a fractional and undivided interest in the right to receive certain Lease Payments and Prepayments thereof under and as defined in that certain Lease Agreement, dated as of December 1, 2017 (the "Lease"), by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws and Constitution of the State of California (the "District"), which Lease Payments and Prepayments and certain other rights and interests under the Lease have been assigned to U.S. Bank National Association, as trustee (the "Trustee") under a Trust Agreement, dated as of December 1, 2017 (the "Trust Agreement"),

by and among the Trustee, the Corporation and the District, having a corporate trust office in St. Paul, Minnesota.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date specified above, the Principal Amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive on _____, 201____, and semiannually thereafter on June 1 and December 1 of each year (the "Payment Dates") until payment in full of the Principal Amount, the Registered Owner's portion of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates; provided that interest with respect hereto shall be payable from the Payment Date next preceding the date of execution of this Certificate (unless: (i) this Certificate is executed on a Payment Date in which event it should be payable from the date thereof; (ii) this Certificate is executed after the close of business on the fifteenth day of the month preceding a Payment Date (the "Record Date") and prior to the following Payment Date, in which event interest shall be payable from such Payment Date; or (iii) it is executed on or prior to _____, 2018 in which event interest evidenced thereby shall be payable from the Dated Date specified above; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates). The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate at the Principal Office. The amounts representing interest are payable by check mailed by the Trustee on each Payment Date by first class mail to the Registered Owner hereof as of the Record Date preceding the Payment Date at the Registered Owner's address as it appears on the registration books of the Trustee. Interest evidenced by any Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of \$1,000,000 or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number on file with the Trustee as of the Record Date.

This Certificate is one of the \$_____ aggregate principal amount of 2017 Certificates of Participation (Series B - Taxable) (the "Certificates") which have been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The District is authorized to enter into the Lease and the Trust Agreement under the Constitution and laws of the State of California. Reference is hereby made to the Lease and the Trust Agreement (copies of which are on file at the Principal Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease, to all of the provisions of which Lease and Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated to pay Lease Payments from any source of legally available funds, and the District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any Constitutional

or statutory debt limitation or restriction. The District's obligation to pay Lease Payments may be completely or partially abated during any period in which, by reason of material damage, destruction, title defect, or taking by eminent domain or condemnation there is substantial interference with the use and right of possession by the District of the Property. Failure of the District to pay Lease Payments during any such period shall not constitute a default under the Lease, the Trust Agreement or this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding, and may be amended, without the consent of the Owners under certain circumstances, but in no event such that the interests of the Owners of the Certificates are adversely affected. No such modification or amendment shall: (i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy, without the express consent of the Owner of such Certificate and the Insurer as and to the extent described in the Trust Agreement; or (ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement; (iii) modify any of the rights or obligations of the Trustee without its written assent thereto; or (iv) amend the section of the Trust Agreement dealing with permitted amendments thereof without the prior written consent of the Owners of all Certificates and the Insurer as and to the extent described in the Trust Agreement.

This Certificate is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, at the Principal Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of an authorized denomination or denominations, for the same aggregate principal amount, maturity and interest rate, will be delivered to the transferee. This Certificate also may be exchanged for a like aggregate principal amount of Certificates of other authorized denominations as prescribed in the Trust Agreement. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee shall not be required to transfer any Certificate selected for prepayment or be required to transfer any Certificate during the period in which the Trustee is selecting Certificates for prepayment.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any day, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Optional Prepayment. The Series B Certificates are not subject to optional prepayment.

As provided in the Trust Agreement, notice of extraordinary prepayment shall be mailed by first class mail, not less than 30 nor more than 60 days before the prepayment date, to the Owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment. Any notice of prepayment for an optional prepayment may be conditional as described in the Trust Agreement. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The District has certified that all acts, conditions and things required by the laws of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

Terms used herein which are not otherwise defined shall have the respective meanings assigned thereto in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owner of this Certificate to make payments of principal or interest evidenced by this Certificate except from Lease Payments paid to the Trustee and from the various funds and accounts established under the Trust Agreement. The Trust Agreement provides that the recitals of facts, covenants and agreements in this Certificate shall be taken as statements, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by U.S. Bank, as Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____ U.S. BANK NATIONAL ASSOCIATION, Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(print or typewrite name, address, including postal zip code,
and social security or other identifying number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B-1

FORM OF WRITTEN DELIVERY COST REQUISITION

U.S. Bank
Westside Flats
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: _____

RE: Disbursement from the Delivery Cost Fund pursuant to Section 3.04 of the Trust Agreement related to the Capistrano Unified School District 2017 Certificates of Participation, dated as of December 1, 2017 (the "Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (the "District").

REQUISITION NO. _____

You are hereby instructed to pay to the District, or to _____ at _____ \$_____ as a Delivery Cost from the Delivery Cost Fund as provided in Section 3.04 of the Trust Agreement. This Delivery Cost has been properly incurred, is a proper charge against the Delivery Cost Fund and has not been the basis of any previous disbursements.

The amount remaining in the Delivery Cost Fund, together with interest earnings on the Delivery Cost Fund plus investment earnings will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Delivery Costs as presently estimated.

Very truly yours,

[form only; no signature required] _____
District Representative

EXHIBIT B-2

FORM OF WRITTEN PROJECT COST REQUISITION

U.S. Bank National Association
Westside Flats
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: _____

RE: Disbursement from the Project Fund pursuant to Section 3.03 of the Trust Agreement related to the Capistrano Unified School District 2017 Certificates of Participation (New Clean Renewable Energy Bonds)(Series A – Direct Subsidy), dated as of December 1, 2017 (the "Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION (the "Corporation") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (the "District")

REQUISITION NO. _____

You are hereby instructed to pay to the District, or to the payee(s) listed in Exhibit A hereto, the amount(s) set forth in Exhibit A as a Project Cost from the Project Fund as provided in Section 3.03 of the Agreement. This Project Cost has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursements.

Very truly yours,

[form only; no signature required] _____
District Representative

<u>Payee</u>	<u>Description</u>	<u>Amount</u>

RECORDING REQUESTED BY:
Capistrano Unified School District

AND WHEN RECORDED MAIL TO:
Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, California 94111
Attn: Jocelyn Pietsch, Esq.

[Space above for Recorder's use.]

This document is recorded for the benefit of the Capistrano Unified School District and recording is fee-exempt under § 27383 of the Government Code.

ASSIGNMENT AGREEMENT

by and between

CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Dated as of December 1, 2017

Relating to

\$

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is executed and entered into as of December 1, 2017 by the CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California, including without limitation, Sections 5110 *et seq.* of the Corporations Code of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States, as trustee under the Trust Agreement (defined below) (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Corporation and the Capistrano Unified School District, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), have executed and entered into a Site Lease (the "Site Lease") and a Lease Agreement (the "Lease"), each dated as of the date hereof and recorded concurrently herewith, whereby respectively, the District has agreed to lease certain real property of the District and improvements thereon described in Exhibit A to the Site Lease and in Exhibit A hereto (the "Property"), to the Corporation and the Corporation has agreed to lease back such Property to the District, as provided in the Lease; and

WHEREAS, under and pursuant to the Lease, the District is obligated to make Lease Payments, as defined therein, to the Corporation for the lease of the Property; and

WHEREAS, the Corporation desires to assign to the Trustee irrevocably and absolutely, without recourse, all its rights to receive the Lease Payments scheduled to be paid by the District under and pursuant to the Lease to the Trustee and certain of its other rights under the Lease as described herein; and

WHEREAS, the Corporation desires to assign to the Trustee irrevocably and absolutely, without recourse, all of its rights to, under and pursuant to the Site Lease to the Trustee; and

WHEREAS, in consideration of such irrevocable and absolute assignment and the execution and entering into of a Trust Agreement (the "Trust Agreement") to be executed and entered into as of the date hereof, by and among the Trustee, the Corporation and the District, the Trustee has agreed to execute and deliver certificates of participation designated as (a) _____ and (b) _____ (collectively, the "Certificates") in an aggregate principal amount equal to the aggregate principal components of such Lease Payments; and

WHEREAS, the Corporation has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement (the "Assignment Agreement") do exist, have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly authorized to execute and enter into the Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment.

(a) Site Lease. The Corporation hereby irrevocably and absolutely transfers, assigns and sets over to the Trustee, for the benefit of the Owners (as defined in the Trust Agreement) of the Certificates and any Additional Certificates executed and delivered under the Trust Agreement, all of the Corporation's rights, title, and interest, but none of its obligations, under the Site Lease.

(b) Lease. The Corporation hereby irrevocably and absolutely transfers, assigns and sets over to the Trustee, for the benefit of the Owners of the Certificates and any Additional Certificates, all of the Corporation's rights, title and interest under the Lease (excepting only the Corporation's rights under Sections 2.1(e), 4.11 and 9.4 of the Lease, and the Corporation's rights to give consents and approvals prior to an event of default under the Lease), including, without limitation, (1) the right to receive and collect all of the Lease Payments, Prepayments, and Reserve Replenishment Rent (as such terms are defined in the Trust Agreement) from the District under the Lease, (2) the right to receive and collect any proceeds of any insurance maintained under the Lease, or any condemnation award rendered with respect to the Property, or of any lease or sale of the Property in the event of a default by the District under the Lease, (3) the right to take all actions and give all consents under Section 9.2 (regarding defaults) of the Lease, (4) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments, Prepayments, and Reserve Replenishment Rent and any other amounts required to be deposited in the Lease Payment Fund, the Prepayment Fund, the Reserve Fund or the Net Proceeds Fund established under the Trust Agreement, or (ii) otherwise to protect the interests of the Corporation in the event of a default by the District under the Lease, and (5) the right of the Corporation to be paid its fees and expenses for repossessing and/or re-leasing the Property upon events of default under the Lease, as provided in Section 9.2 (a) and (b) of the Lease.

(c) Assignment for Owners of Certificates and Additional Certificates. All rights assigned by the Corporation shall be administered by the Trustee as assignee thereof according to the provisions of the Trust Agreement and for the equal and proportionate benefits of the Owners of the Certificates and any Additional Certificates.

Section 2. Acceptance. The Trustee hereby accepts the foregoing assignment for the benefit of the Owners of the Certificates and any Additional Certificates, subject to the conditions and terms of the Trust Agreement, and all such Lease Payments, Prepayments, Reserve Replenishment Rent and other amounts assigned hereunder shall be applied and all such rights so assigned shall be exercised by the Trustee under and pursuant to the Trust Agreement.

Section 3. Conditions. This Assignment Agreement shall confer no rights and shall impose no obligations upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee does not warrant the accuracy of the recitals hereto. The Trustee shall not be responsible for any representations, covenants or warranties of the Corporation. The assignment hereunder is to the Trustee solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity. The Trustee is not responsible for

any representations, warranties or covenants made by the Corporation under the Lease or the Site Lease.

Section 4. No Other Claims. The Corporation hereby represents and warrants that there are no present and outstanding claims on Lease Payments or any other moneys assigned by the Corporation to the Trustee hereunder.

Section 5. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

By: _____
Martha McNicholas, President

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

Accepted by:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Linda Verstuyft, Vice President

EXHIBIT A

DESCRIPTION OF THE PROPERTY

**THAT REAL PROPERTY IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD REPORT**

To: Board of Trustees

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

Date: November 8, 2017

Board Item: PA2 School Implementing Agreement – RMV Community Development, LLC and RMV PA2 Development, LLC

HISTORY

On November 6, 2013, the District entering into a development mitigation agreement (School Facilities and Funding Agreement and Option to Purchase School Site) with the developer entities known as Rancho Mission Viejo (RMV). This mitigation agreement set out a process for acquiring property and constructing thereon a new K-8 school (i.e., now known as Esencia School) when enrollment forecasts indicated that the school is needed by a certain school year.

Later, enrollment forecasts indicated that Esencia School would be needed for the 2018-2019 school year. As part of the process in the mitigation agreement, the District entered into a purchase agreement for Esencia School and began designing the school.

On March 27, 2017, the Grant Deed for the Esencia School was recorded.

On October 17, 2016, the District applied for \$17 million in State Funding for construction of Esencia School. While the District is on the funding list, it has not yet received the State Funding and, according to its funding consultant, is not expected to receive such funds until at least 2022.

On March 22, 2017, the construction contract for Esencia School was entered into and construction began and it anticipated to be completed in time for the 2018-2019 school year, but before the State Funds are received.

BACKGROUND INFORMATION

By the end of November 2017, the District will have exhausted all other construction funding sources for Esencia School. Without the State Funds, the District would experience a cash flow shortfall of \$17 million. The delay in State Funding was contemplated in the mitigation agreement to allow the District to, in essence, borrow funds from RMV until the State Funding is received.

CURRENT CONSIDERATIONS

In order to finalize the specifics of the District's borrowing of funds from RMV to complete construction of the Esencia School, RMV and District staff negotiated the proposed implementing agreement. The terms of which are as follows:

1. The District shall directly pay the invoices for construction of Esencia School.
2. Once other funding sources for construction have been exhausted, RMV will pay half of the remaining invoices (through the District) until \$6,906,000 has been expended. This amount is consistent with the mitigation agreement's provision allowing for the District to call RMV to contribute one half of the original construction estimate if State Funds would not be available for five years.
3. For the remaining costs of construction, up to a total of \$8.3 million, on a fiscal year basis, RMV will lend to the District the amount needed to pay for construction costs incurred for the prior fiscal year. These amounts are borrowed from the RMV's deferred High School Payments, as set forth in the mitigation agreement.
4. Once State Funds are received, RMV will be paid back in full.
5. To the extent State Funds are not received, the District will give RMV credit towards its other developments, but only for a maximum of 30 years. After that time, any unrealized credits would cease, and any remaining amounts not reimbursed by State Funds would be forgiven.

FINANCIAL IMPLICATIONS

There is no financial impact. All amounts loaned by RMV are interest free.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the PA2 School Implementing Agreement with RMV Community Development, LLC and RMV PA2 Development, LLC.

PREPARED BY: Clark Hampton, Deputy Superintendent, Business and Support Services

PA2 SCHOOL IMPLEMENTING AGREEMENT

This PA2 School Implementing Agreement ("Agreement") dated as of November 8, 2017 ("Effective Date") is entered into by and between Capistrano Unified School District ("School District"), on one hand, and RMV Community Development, LLC, a California limited liability company and RMV PA2 Development, LLC, a California limited liability company (collectively, "RMV"), on the other hand, in order to implement certain provisions of the School Facilities and Funding Agreement and Option to Purchase School Site by and among School District and RMV et al. dated as of November 6, 2013 (the "School Facilities Agreement"). **(Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the School Facilities Agreement.)**

RECITALS

A. School District and RMV entered into the School Facilities Agreement for the purpose, among other things, of obtaining State Funds for the PA2 School.

B. School District applied for State Funds for the construction, furnishing and equipping of the PA2 School in the approximate amount of \$17 million. Construction of the PA2 School is underway and School District is paying the contractor on a monthly basis for completed work. The PA2 School is anticipated to be completed and ready for occupancy by the start of the 2018 school year. However, School District and RMV have come to a consensus that the State Funds will not be received before completion of the PA2 School.

C. The purpose of this Agreement, as anticipated in the School Facilities Agreement, is to identify the manner and means by which the cash flow requirements for completion of the PA2 School will be satisfied pending the receipt of State Funds and reimbursement.

D. To achieve this purpose, RMV will make an Owner State Funding Advance to School District in an amount up to \$6,906,000 and will authorize the School District's use of deferred High School Payments to further fund the completion of the PA2 School prior to the receipt of State Funds. Once State Funds are received, the State Funds will reimburse the Owner State Funding Advance and used High School Payments.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, School District and RMV agree as follows:

1. School District shall first apply to fund the actual costs of construction, furnishing and equipping of the PA2 School ("Costs") all existing funds earmarked for the PA2 School, which funds consist of all School Payments (other than High School Payments) held in the Special Fund and all proceeds of bonds of CFD No. 2016-1 held in the School Facilities Account of the Acquisition and Construction Fund established pursuant to the County JCFA ("Existing Funds").

2. When the Existing Funds have been fully depleted, the remaining Costs shall be funded by a combination of (i) Owner State Funding Advances, (ii) interim borrowings by School District, such as interfund loans, and (iii) if necessary, "Cash Flow Advances" by RMV as follows:

(a) Between November 1, 2017 and June 30, 2019, each month that Costs exceed the amount of Existing Funds, School District shall provide a written notice to RMV stating the total amount of such unfunded Costs. Within fifteen (15) days of receipt of such notice, RMV shall provide an Owner State Funding Advance equal to 50% of such unfunded Costs and School District shall fund the remaining 50% through an interim borrowing; provided, however, when RMV's total amount of Owner State Funding Advances reaches \$6,906,000, School District shall fund 100% of the unfunded Costs through interim borrowings.

(b) On or about June 1, 2018, School District shall provide written notice to RMV of the total amount of any interfund borrowing(s) used by School District to fund Costs that must be repaid as of June 30, 2018. RMV shall, within fifteen (15) days of receipt of such written notice, make a Cash Flow Advance to School District of the full amount of such borrowing(s). The Cash Flow Advance shall be used by School District to repay interfund borrowings for Costs for the period of July 1, 2017 through June 30, 2018.

(c) On or about June 1, 2019, School District shall provide written notice to RMV of the total amount of any interfund borrowing(s) used by School District to fund Costs that must be repaid as of June 30, 2019. RMV shall, within fifteen (15) days of receipt of such written notice, make a Cash Flow Advance of the full amount of such interfund borrowing(s) to School District.

3. The total Cash Flow Advances shall not exceed \$8,300,000.

4. The Cash Flow Advances shall be repaid from State Funds received for the PA2 School (other than for site acquisition) in excess of the amount required to repay the Owner State Funding Advances.

5. If insufficient State Funds for Costs are received by School District within thirty (30) years and to the extent Owner State Funding Advances and Cash Flow Advances are not fully reimbursed from the received State Funds for Costs, RMV shall forgive the unreimbursed amounts without further act of any person or concern, so that School District shall have no further obligation to seek funding, pay, or give credit for the unreimbursed amounts, except that at all times prior to thirty (30) years from the Effective Date, RMV shall receive credit for High School Payments, True Up Payments and Other School Payments under the following circumstances and as described below:

(a) Upon (i) the conclusion of the High School Study pursuant to Section 7.1 of the School Facilities Agreement and, based upon such study, School District's determination that it requires some or all of the deferred High School Payments, or (ii) School District's determination pursuant to Section 7.2 of the School Facilities Agreement that it requires the payment of some or all of the deferred High School Payments prior to completion of the High School Study, to the extent Cash Flow Advances remain unreimbursed, RMV shall receive

dollar-for-dollar credit against the required High School Payments up to the amount of the Cash Flow Advances.

(b) If, upon the conclusion of the High School Study (i) it is determined that the High School Payments are not required or are not required in the full amount and (ii) the outstanding balance of the Cash Flow Advances exceed the required amount of the High School Payments, the excess balance of the Cash Flow Advances shall be applied (x) as a credit against any True Up Payments required to be made pursuant to Section 3.2(d) of the School Facilities Agreement and (y) as credit against Other School Payments in PA 3, 4, 5 or 8 to the extent that the credit against True Up Payments is insufficient.

(c) Notwithstanding the foregoing, to the extent PA 3, 4, 5 or 8 has not been completed within thirty (30) years from the Effective Date, any credit for unreimbursed Cash Flow Advances made under this Agreement shall expire and be forgiven with no District obligation to recognize such credits or deliver school facilities as a result of such credits.

6. The provisions of Sections 11.5, 11.6, 11.7, 11.8, 11.9, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16 and 11.17 of the School Facilities Agreement are incorporated herein by reference with references in such Sections to the School Facilities Agreement hereby deemed to include this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, School District and RMV have executed this Agreement as of November 8, 2017.


CAPISTRANO UNIFIED SCHOOL
DISTRICT

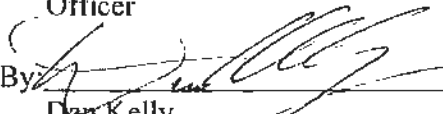
By: _____
President, Board of Trustees

By: _____
Clerk, Board of Trustees

RMV COMMUNITY DEVELOPMENT,
LLC, a California limited liability company


By: Rancho Mission Viejo, LLC,
a Delaware limited liability company, its
authorized agent and manager

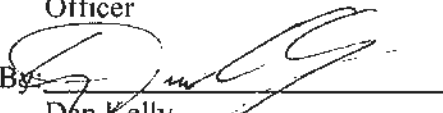
By:  _____
Donald L. Vodra
President and Chief Operating
Officer

By:  _____
Dan Kelly
Senior VP – Government Relations
and Corporate Communications

RMV PA2 DEVELOPMENT, LLC, a
California limited liability company

By: Rancho Mission Viejo, LLC,
a Delaware limited liability company, its
authorized agent and manager

By:  _____
Donald L. Vodra
President and Chief Operating
Officer

By:  _____
Dan Kelly
Senior VP – Government Relations
and Corporate Communications