October 11, 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)

А.	<b>CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION</b>	EXHIBIT A-1
	Gregory Merwin/Sara Young	EXHIBIT A-2
	Attorney - Ernest Bell	EXHIBIT A-3
	Significant Exposure to Litigation – Five Cases	EXHIBIT A-4
	IDR Case Number 20170529	EXHIBIT A-5
	IDR Case Number 20170616	
	IDR Case Number 20170626	
	IDR Case Number 20170821	
	IDR Case Number 20170823	
	(Pursuant to Government Code § 54956.9(d)(2))	
	Gordon Amerson	EXHIBIT A-6
	Attorney – Anthony De Marco	
	Significant Exposure to Litigation - One Case	
	(Pursuant to Government Code § 54956.9(d)(2))	
	Initiation of Litigation - One Case	
	(Pursuant to Government Code § 54956.9(c))	
D	CONFEDENCE WITH LECAL COUNSEL EXISTING LITICATION	EVHIDIT D 1
B.	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION	EXHIBIT B-1
B.	Gregory Merwin/Sara Young	EXHIBIT B-2
B.	Gregory Merwin/Sara Young Attorney - Ernest Bell	EXHIBIT B-2 EXHIBIT B-3
B.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4
B.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710	EXHIBIT B-2 EXHIBIT B-3
B.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710 OAH Case Number 2017060893	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4
B.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710 OAH Case Number 2017060893 OAH Case Number 2017080136	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4
B.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710 OAH Case Number 2017060893 OAH Case Number 2017080136 OAH Case Number 2017080454	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4
B.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710 OAH Case Number 2017060893 OAH Case Number 2017080136 OAH Case Number 2017080454 OAH Case Number 2017080947	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4
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В.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710 OAH Case Number 2017060893 OAH Case Number 2017080136 OAH Case Number 2017080454 OAH Case Number 2017080947 ( <i>Pursuant to Government Code § 54956.9(d)(1)</i> )	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4 EXHIBIT B-5
В.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710 OAH Case Number 2017060893 OAH Case Number 2017080136 OAH Case Number 2017080454 OAH Case Number 2017080947 ( <i>Pursuant to Government Code § 54956.9(d)(1)</i> ) Kirsten M. Vital and Clark Hampton	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4
Β.	Gregory Merwin/Sara Young Attorney - Ernest Bell Significant Exposure to Litigation – Five Cases OAH Case Number 2017050710 OAH Case Number 2017060893 OAH Case Number 2017080136 OAH Case Number 2017080454 OAH Case Number 2017080947 ( <i>Pursuant to Government Code § 54956.9(d)(1)</i> ) Kirsten M. Vital and Clark Hampton Attorney: Scott Stettler	EXHIBIT B-2 EXHIBIT B-3 EXHIBIT B-4 EXHIBIT B-5
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Significant Exposure to Litigation - One Case Rejection of Government Claim: No. LBI 1703953 (Pursuant to Subdivision (d) of Government Code § 54956.9, Paragraph (2) or(3))

### **D. STUDENT EXPULSIONS**

Mike Beekman Three Cases Case Number 2018-002 Case Number 2018-003 Case Number 2018-005

### E. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Gordon Amerson Executive Director, Construction, Maintenance and Operations (*Pursuant to Government Code § 54957*)

### F. CONFERENCE WITH LABOR NEGOTIATORS

District Negotiators: Kirsten M. Vital/Gordon Amerson/Clark Hampton Attorney – Anthony De Marco Employee Organizations: 1) Capistrano Unified Education Association (CUEA)

2) California School Employees Association (CSEA)

3) Teamsters

(Pursuant to Government Code § 54957.6)

### G. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

District Negotiators: Kirsten M. Vital and Clark Hampton Attorney: Andreas Chialtas Financial Advisor: Keith Weaver Real Estate Consultant: George Peterson

Property: Pacifica San Juan property. 7.292 acre property located at the north east corner of Camino Las Ramblas and Avenida California Negotiating Party: One or more potential buyers for the Property who may purchase the Property through a request for proposals process

Property: South Transportation and Groundskeeping Facility. 5.51 acre property located at 26126 Victoria Blvd, Dana Point, CA 92624 Negotiating Party: One or more potential lessees for the Property who may lease the Property through a request for proposals surplus property waiver process

Property: Paseo de Colinas property. 2.47 acre property located on Paseo de Colinas adjacent to Niguel Hills Middle School

Negotiating Party: One or more potential buyers for the Property who may purchase the Property through a surplus property bid auction process

Under Negotiation: Price and Terms of Payment (*Pursuant to Education Code § 54956.8*)

### H. PUBLIC EMPLOYMENT AND EVALUATION OF PERFORMANCE

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

### **RECORDING OF SCHOOL BOARD MEETINGS**

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

EXHIBIT D-1 EXHIBIT D-2 EXHIBIT D-3

### **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**

Serra High School Meg Ervais, Principal Becky Tran, ASB Advisor Todd Amon, STAP II ASB Leadership Team; Yamilet Saldivar, Kaitlyn Bray-Sanchez, Luisa Mejia, Justin West, Brooke Zielke, Amber Steen and Chris Fajardo

### **LEARNING IN CAPO SPOTLIGHT**

The District's mission is to prepare students to meet the challenges of a rapidly changing world. Part of this lies in the commitment to teach our students how to behave, interact, solve problems and create in a digital environment. This commitment is show cased in how the District has sought and earned recognition from a nation-wide group of educators known as Common Sense Education. During the 2016-2017 school year, the District was the 2<sup>nd</sup> largest district in the nation honored as a CommonSense.org Certified School District. Common Sense certification highlights the District's commitment to 21<sup>st</sup> century learning and empowering students to think critically, behave safely, and participate responsibly in our digital world. Earning recognition as a Common Sense District shows that the District's dedication to redefining the way students interact online and harness the full power of technology for learning.

Presented by: John Morgan, Director of Educational Technology

### 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: RESOLUTION NO. 1718-19, APPROVING ENERGY Page SERVICES CONTRACT WITH SCHNEIDER ELECTRIC BUILDINGS EXE AMERICAS, INC. FOR APPROVED PLAN NO. 3 (APPLICATION NO. 2085) FOR THE DISTRICT'S ENERGY CONSERVATION PROGRAM FOR 14 SCHOOL SITES:

The Board will conduct a public hearing on adopting Resolution No. 1718-19, Approving Energy Services Contract with Schneider Electric Buildings Americas, Inc. for Approved Plan No. 3 (Application No. 2085) for the District's Energy Conservation Program for 14 School Sites pursuant to Government Code § 4217.12. Supporting documentation is located in Exhibit 20.

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

Page 1 EXHIBIT 1

### 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.

### 2. PUBLIC HEARING: RESOLUTION NO. 1718-18, STATEMENT OF Page 2 ASSURANCE FOR INSTRUCTIONAL MATERIALS REALIGNMENT FUND, EXHIBIT 2 FISCAL YEAR 2017-2018:

The Board will conduct a public hearing on Resolution No. 1718-18, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2017-2018. Supporting documentation is located in Exhibit 21.

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.

### **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:

Approval of donations of funds and equipment. In abundance of caution, the September 13, 2017 donations list is being re-noticed to correct a sorting error on the posted agenda. A number of gifts have been donated to the District, including \$617,420.08 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:

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 \$70,172,339.23 and the commercial warrants total \$15,872,688.50. 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 Page 120 SERVICE, AND MASTER CONTRACT AGREEMENTS: EXHIBIT 5

Page 3 EXHIBIT 3

Page 10 EXHIBIT 4 Approval of the District standardized Independent Contractor, Professional Services, Master Contract and Field Service agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows 22 new agreements totaling \$882,380.47 and 7 amendments to existing agreements totaling \$0.00. 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 pages.

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

# EXTENSION NO. 1 OF THE LICENSE AGREEMENT WITH YMCA OF ORANGE COUNTY AT CROWN VALLEY ELEMENTARY SCHOOL:

Approval of Extension No. 1 of the License Agreement with YMCA of Orange County (YMCA) at Crown Valley Elementary School dated June 22, 2016. This extension proposes to extend the term of the initial agreement for one year. The renewal term will begin July 1, 2017 and will expire on June 30, 2018. The agreement was previously reviewed and approved by the District's legal counsel. There is no financial impact.

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

# 7. PROPOSAL FOR SERVICES FOR QSS/OASIS VERSION L MIGRATION SUPPORT-HARRIS SCHOOL SOLUTIONS:

Approval of the Proposal for Services agreement with Harris School Solutions for quarterly migration services and 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 (SQL) 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

### **CURRICULUM AND INSTRUCTION**

6.

### 8. LOCAL CONTROL ACCOUNTABILITY PLAN PARENT ADVISORY Pa COMMITTEE FOR 2017-2018: EX

Approval of the Local Control Accountability Plan (LCAP) Parent Advisory Committee (PAC) members. The Local Control Funding Formula, California's school funding model, requires the development of an LCAP that links spending to specific district goals for student achievement. Districts are held accountable to the specific ways in which money is spent and how those decisions are improving student outcomes. A key aspect of the LCAP process is the engagement of and consultation with specific parent/guardian groups, including representation of students who are English learners, foster-youth and low socio-economic status. One way this is facilitated is through the formation of a PAC. The LCAP PAC will meet regularly to review the sections of the LCAP and provide ongoing input into the monitoring and revision of the LCAP. Applications for membership were available September 7-28, 2017 at all school sites, the Education Center reception desk and on the District website.

Contact: Susan Holliday, Associate Superintendent, Education Services

### 9. AGREEMENT NO. 44145 FOR QUALITY RATING AND IMPROVEMENT Page 445 SYSTEM OF EARLY EDUCATION PROGRAMS WITH THE ORANGE EXHIBIT 9 COUNTY SUPERINTENDENT OF SCHOOLS AND EARLY QUALITY SYSTEMS, LLC:

Page 432 **EXHIBIT 6** 

Page 440

**EXHIBIT 7** 

Page 442 EXHIBIT 8 Approval of Agreement No. 44145 for Quality Rating and Improvement System (QRIS) of Early Education Preschool Programs with the Orange County Superintendent of Schools, and Early Quality Systems (EQS). The Agreement allows the Parties to implement the Orange County QRIS program for quality improvement based on a tiered rating structure, satisfying grant requirements, receiving incentive funds of \$2,500 and access covered information in compliance with federal and state laws and regulations related to student privacy. This Agreement is for the term of July 1, 2016 to June 30, 2018.

Contact: Susan Holliday, Associate Superintendent, Education Services

### 10. ADDENDUM AGREEMENT FOR ADDITIONAL SCHOOL PARTICIPATING Page 458 IN INSIDE THE OUTDOORS SCHOOL PROGRAMS AGREEMENT EXHIBIT 10 NUMBER: #10004:

Approval of an Addendum to the original Agreement for Participation with the Orange County Department of Education's (OCDE) Inside the Outdoors school program for public schools. The Board approved the original agreement at the August 23, 2017 Board meeting for five schools to participate in OCDE's Inside the Outdoors "Travel Scientist" program in which classroom sessions are provided at schools on a variety of science topics. Don Juan Avila Elementary School has expressed an interest in adding additional sessions to those already scheduled and approved. An addendum to the original Agreement is required in order to add these additional requested sessions. The estimated additional amount required by this addendum to the contract is \$655 paid by gift funds from the school site.

Contact: Susan Holliday, Associate Superintendent, Education Services

### STUDENT SUPPORT SERVICES

# 11. ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH Page 4 MISSION HOSPITAL MEDICAL CENTER: EXH

Approval of the Addendum to the Memorandum of Understanding (MOU) with Mission Hospital Medical Center (Hospital). In 2013, the District entered into an MOU with the Hospital to provide educational support and programs to District students with a focus on childhood obesity and asthma. The Addendum changes the focus of the educational support to substance use prevention and mental health awareness. The MOU and Addendum will be in effect through June 30, 2020. There is no financial impact.

Contact: Gregory Merwin, Associate Superintendent, Student Support Services

# 12.ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITHPage 477WELLNESS AND PREVENTION CENTER:EXHIBIT 12

Approval of the ratification of Addendum No. 2 to the Memorandum of Understanding (MOU) with Wellness and Prevention Center (WPC). In August 2017, the District entered into an MOU with WPC to provide youth counseling and wellness programs at San Clemente High School, Bernice Ayers Middle School, Shorecliffs Middle School and Vista del Mar Middle School. Services include assessment, and individual and family therapy for students seeking mental health services related to their functioning and relationships and universal wellness education. The Addendum adds the same services at San Juan Hills High School. There is no financial impact.

Contact: Gregory Merwin, Associate Superintendent, Student Support Services

### HUMAN RESOURCE SERVICES

13.AUTHORIZATION OF COACHES TO PROVIDE FIRST SEMESTER<br/>PHYSICAL EDUCATION CREDIT:Page 484<br/>EXHIBIT 13

Page 462 EXHIBIT 11 Approval of teachers who are credentialed in subjects other than Physical Education (PE) to provide PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students. State law requires that such teachers be full-time employees of a district who have completed a minimum of 20 hours of first-aid instruction, and have been approved by the Board of Trustees. It has been determined all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District, and have completed cardiopulmonary resuscitation, first-aid instruction and concussion training. There is no financial impact.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

### 14. SUBSCRIPTION, SERVICES AND HOSTING AGREEMENT Page 488 **PERFORMANCE MATTERS, LLC:**

Approval of the renewal of the Subscription, Services and Hosting Agreement with Performance Matters, LLC. This Agreement provides that Performance Matters, LLC will provide the District a subscription that includes access to and usage of Performance Matters hosted, District-branded website on the internet and the Performance Matters internet-based PK-12 professional growth and data management products. This agreement includes Google Classroom Learning Management System (LMS) integration, allowing the District to host virtual online Google Classroom professional learning classes on the Performance Matters platform. Certificated, classified, and management employees will be able to search the course catalog and quickly find all applicable live and online learning opportunities, and register and track progress with transcripts that include their course completion status and credits. The contract term is from July 1, 2017 through June 30, 2018. Annual expenditures under this agreement are limited to \$43,640 funded by the Educator Effectiveness Grant.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

### **RESIGNATIONS/RETIREMENTS/EMPLOYMENT** Page 498 15. CLASSIFIED **EXHIBIT 15 EMPLOYEES:**

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

### Page 524 **RESIGNATIONS/RETIREMENTS/EMPLOYMENT** 16. CERTIFICATED **EMPLOYEES: EXHIBIT 16**

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

### **GENERAL FUNCTIONS**

17.	SCHOOL BOARD MINUTES:	Page 571
	Approval of the August 23, 2017 Regular Board Meeting minutes.	EXHIBIT 17
	Contact: Nicole Berkman, Executive Secretary, Board Operations	
18.	SCHOOL BOARD MINUTES:	Page 586
	Approval of the September 13, 2017 Regular Board Meeting minutes.	EXHIBIT 18
	Contact: Nicole Berkman, Executive Secretary, Board Operations	

**EXHIBIT 14** 

### **DISCUSSION/ACTION ITEMS**

### 19. **TRUSTEE REOUEST:**

A Trustee requested that staff provide an estimate of expenditures and resources used DISCUSSION to defend false accusations against the District to the District Attorney and the Fair Political Practices Commission. One such allegation, the alleged conflict of interest against former Trustee Lynn Hatton-Hodson, cost the District approximately \$69,469.20 to defend. The District Attorney concluded the investigation and determined "there is no legal or factual basis for a finding that Trustee Hatton-Hodson violated either of the statutory conflict of interest regulations in connection with this matter". Supporting documentation related to the investigation can be located in the exhibit.

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

Contact: Martha McNicholas, President, Board of Trustees

### Staff Recommendation

It is recommend the Board President present information on this item. This is an information item only and no Board action is necessary.

### 20. **RESOLUTION NO. 1718-19, APPROVING ENERGY SERVICES CONTRACT** WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. FOR **APPROVED PLAN NO. 3 (APPLICATION NO. 2085) FOR THE DISTRICT'S ENERGY CONSERVATION PROGRAM FOR 14 SCHOOL SITES:**

This agenda item pertains to the adoption of Resolution No. 1718-19, Approving Energy Services Contract with Schneider Electric Buildings Americas, Inc. for Approved Plan No. 3 (Application No. 2085) for the District's Energy Conservation Program for 14 School Sites. The District's Energy Conservation Program Application 2085 was approved by the California Energy Commission (CEC) on June 13, 2017. The implementation of Approved Plan No. 3 (Attachment A) will reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability. The CEC approved state funding for Approved Plan No. 3 in the amount of \$4,702,128.21. On December 9, 2015, the District issued a Request for Proposals (RFP) No. 5-1516. The RFP was based upon a "Best Value" criteria method of selection as is permitted by applicable law. As a result of that competitive selection process, Schneider Electric Buildings Americas, Inc. (Schneider) was determined by staff to be a full-service energy services company with the technical capabilities to provide services to the District, including benchmarking, American Society of Heating Refrigerating and Air-Conditioning Engineers (ASHRAE) auditing, identifying and developing energy efficiency measures, water conservation measures and energy generation measures, as well as providing design, engineering, procurement, construction management, installation, construction, systems commissioning, training and preventive maintenance services.

A legal Memorandum dated August 22, 2016 from the District's outside legal counsel, John P. Dacey, Esq. of Bergman Dacey Goldsmith, PLC, has previously been provided to the Board and therein Mr. Dacey concludes that "the District's RFP process conducted back in December 2015 was consistent with the California Energy Commission's 2015 Program Implementation Guidelines, issued December 2014, and that the Board is authorized to award the implementation portion of the projects under the proposed Contract to Schneider Electric, Inc. as contemplated by the RFP."

Additionally, Government Code § 4217.12 requires before a school district can award the implementation portion of an energy services contract pursuant to Government

INFORMATION/ Page 598 **EXHIBIT 19** 

DISCUSSION/ ACTION Page 604 **EXHIBIT 20** 

Code § 4217.10 through § 4217.18, the school district must post and advertise giving Notice of a Public Hearing to be held regarding the award of such a contract. The statute requires the Notice to be given at least 14 days before the public hearing. This Action Item is scheduled for the October 11, 2017 Board and as such, Notice was given on September 27, 2017 by posting same at District Office and by advertising same in Orange County Register.

Pursuant to § 4217.12 of the California Government Code, the Board of Trustees has to open a public hearing during its meeting on October 11, 2017 to receive and consider any public comments, if any, and while the meeting is still open, make certain findings set forth below.

The required findings to be read aloud into the record are:

- 1. The Board adopts the findings and recommendations of staff as set forth in staff's Report and Attachment A thereto as the Board's findings; and
- 2. Schneider Electric was selected through a competitive Request for *Proposal process consistent with the requirements set forth in the* California Energy Commission's 2015 Program Implementation Guidelines, has performed the needed evaluations and assessments required to receive approval for state funding of the projects, said funding has now been received as a result of the District's and Schneider Electric's efforts, and has guaranteed to implement those conservation measures for a price not to exceed the state funding received by the District for the projects. Therefore, by entering into the proposed Energy Services Contract with Schneider to implement the ECM recommendations the Board finds that it is in the best interests of the District, provides the bestvalue to the District, and pursuant to California Government Code § 4217.10 et seq. the Board hereby approves the proposed Energy Services Contract with Schneider to implement the measures recommended in Approved Plan No. 3 for the Facilities as a design-builder and construction manager.

District staff, Schneider, and District legal counsel, John P. Dacey, Esq. of Bergman Dacey Goldsmith, PLC, have drafted the various contract documents (i.e., an Energy Services Contract and Exhibits thereto) pursuant to California Government Code § 4217.10 through § 4217.18 to have Schneider perform the work and services needed to implement Approved Plan No. 3 at the Facilities. District staff, Schneider, District legal, and Schneider legal, have all approved the draft agreement and exhibits, all of which are subject to Board approval. Funding has been approved and will come from state funds; 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 adopt Resolution No. 1718-19, Approving Energy Services Contract with Schneider Electric Buildings

Americas, Inc. for Approved Plan No. 3 (Application No. 2085) for the District's Energy Conservation Program for 14 School Sites.

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

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

### 21. RESOLUTION NO. 1718-18, STATEMENT OF ASSURANCE FOR DISCUSSION/ INSTRUCTIONAL MATERIALS REALIGNMENT FUND, FISCAL YEAR 2017-2018:

Education Code § 60119 specifies a public hearing shall be held in order to receive funding for the Pupil Textbook and/or Instructional Materials Realignment Program and encourages participation by parents, teachers, members of the community and bargaining unit leaders. Education Code § 60252 specifies all purchases of instructional materials made from State Instructional Materials Fund shall conform to the law and applicable rules and regulations. The Board of Trustees shall make a determination through a resolution as to whether each pupil in each school in the District has sufficient textbooks and/or instructional materials in each of the following subject areas: English/Language Arts, History/Social Science, Health, Mathematics, Science, World Languages and science laboratory equipment. There is no financial impact.

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

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 adopt the Resolution No.1718-18, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2017-2018.

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

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

### 22. FIRST READING - BOARD POLICY 6145.5, STUDENT ORGANIZATIONS AND EQUAL ACCESS:

The proposed revision to Board Policy 6145.5, Student Organizations and Equal Page 729 Access, provides recommended language to grant middle school campuses the opportunity to offer a limited open forum for non-academic clubs. The proposed language allows for non-curriculum based groups access to property for meetings where by the club does not interfere with the orderly conduct of the educational activities within the school. The club must be voluntary and student initiated and shall not be sponsored by the school or its employees. 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 6145.5, Student Organizations and Equal Access.

DISCUSSION/ **ACTION EXHIBIT 22** 

ACTION Page 700 **EXHIBIT 21**  Motion by

### FIRST READING - BOARD POLICY 5142, DRESS AND GROOMING: 23.

The proposed revisions to Board Policy 5142, Dress and Grooming, provides recommended language based on committee feedback. Last Spring of 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. This item will present a brief overview of the work of the committee and the process implemented to gather stakeholder input. The policy is currently 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 information on this item and answer any questions trustees may have. This is an information item only and no board action is necessary.

### PRESENTATION REGARDING UPCOMING GOALS FOR 2017-2018 INFORMATION/ 24. **SCHOOL YEAR:**

District staff has aligned all District plans, management evaluations, and site and Page 751 department work plans to our Wildly Important Goals (WIGs). Tonight staff will EXHIBIT 24 present the goals for the 2017-2018 school year.

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

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

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

Contact: Kirsten Vital, Superintendent

### Staff Recommendation

It is recommended the Board President recognize Kirsten Vital, Superintendent and the Executive Cabinet to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

### 25. FINANCING SOLAR ENERGY PROJECTS:

The Board will receive an information presentation from Government Financial Strategies, the District's financial advisor, on financing solar energy projects with Clean Page 783 Renewable Energy Bonds.

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

INFORMATION/ DISCUSSION **EXHIBIT 25** 

DISCUSSION

INFORMATION/ DISCUSSION Page 737 **EXHIBIT 23** 

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

### 26. SMARTER BALANCED ASSESSMENT RESULTS:

During the Spring of 2017, over 25,000 District students in grades 3 through 8 and 11 participated in the Smarter Balanced Assessment (SBA) computerized test as part of the California Assessment of Student Performance and Progress (CAASPP). The assessments measure students' mastery of The State Standards in mathematics and English-language arts/Literacy as well as readiness for college-level work. This item presents a summary of the SBA results.

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.

### 27. BOARD PRESENTATION – COLLEGE PROMISE:

Efforts are underway statewide to expand opportunities to support a greater number of students in being able to access college programs. These efforts are often part of a Promise made between cities, universities, community college districts, and K-12 school districts to provide financial support in the form of free tuition. This Promise would also extend to academic support both in the K-12 setting and while students are attending college to help remove barriers that traditionally prohibit students from attending and/or being successful in college. This presentation is intended to acquaint Trustees with efforts in South Orange County to provide a Promise for K-12 students including those who attend District schools as well as to outline the next steps toward the development of such a 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 this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

# 28. BOARD UPDATE ON PROGRESS OF ENGLISH LEARNERS AND SERVICES PROVIDED:

The Services for English Learners Department provides support and services to ensure the District is in compliance with the legal obligations to serve English learners (EL). The department works in collaboration with other District departments to ensure these obligations are met. The department works in four specific areas: translation and interpretation, assessment and reclassification, support of EL parents and community, and instruction of English learners. This report will share department progress on goals as well as the performance of EL students by school site.

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

INFORMATION/ DISCUSSION Page 798 EXHIBIT 26

INFORMATION/

DISCUSSION

**EXHIBIT 27** 

Page 818

INFORMATION/ DISCUSSION Page 830 EXHIBIT 28 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. This is an information item only and no Board action is necessary.

# 29. BOARD PRESENTATION ON SAN ONOFRE NUCLEAR GENERATING STATION:

Staff will present to the Board an update on the pending movement of spent nuclear fuel at the San Onofre Nuclear Generating Station from temporary wet storage to more permanent dry storage container. Staff will also review emergency response procedures in the event that there is an issue at San Onofre Nuclear Generating Station.

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

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.** ESTABLISHING ESENCIA K-8 SCHOOL BOUNDARY AND ASSOCIATED DISCUSSION/ BOUNDARY ADJUSTMENTS: ACTION With the construction of Esencia K-8 School now in progress and scheduled to open Page 886

With the construction of Esencia K-8 School now in progress and scheduled to open for the 2018-2019 school year, the official boundaries will be established for the school and existing boundaries impacted by the new boundary adjustment.

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 establishing of Esencia K-8 School boundary and associated boundary adjustments.

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

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

# 31. RECOMMENDATION OF TENTATIVE AGREEMENT WITH TEAMSTERS, FOR JULY 1, 2016 – JUNE 30, 2018:

The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and Teamsters, Local 952. In addition to the Tentative Agreement, the Public Disclosure Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this agreement is approximately \$287,500 in 2017-2018, \$130,000 in 2018-2019 and \$102,000 ongoing thereafter.

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

Staff Recommendation

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

INFORMATION/ DISCUSSION Page 867 EXHIBIT 29

DISCUSSION/ ACTION Page 905 EXHIBIT 31

**EXHIBIT 30** 

Following discussion, it is recommended the Board of Trustees approve the Tentative Agreement with Teamsters, Local 952, for July 1, 2016 – June 30, 2018.

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

### 32. FIRST READING – BOARD POLICY 6158, INDEPENDENT STUDY:

The proposed revisions to Board Policy 6158, Independent Study, have been ACTION necessitated based on compliance concerns raised in May 2017 during the District's Page 924 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. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: DISCUSSION/ **ELEMENTARY ENGLISH LANGUAGE DEVELOPMENT, GRADE 4-5:** The District English Learners Services Department is requesting the adoption of *In the* Page 929 U.S.A. for elementary English Language Development, grade 4-5: National Geographic Learning/Cengage ©2011. This title was approved as a supplemental title by the Instructional Materials Review Committee and would be adopted for an 8-year period. Approximate one time cost for materials are \$14,000, paid with Title III funds. CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students. Contact: Susan Holliday, Associate Superintendent, Education Services

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

### Staff Recommendation

Following discussion, it is recommended the Board of Trustees approve the adoption of In the U.S.A. as a supplemental title for elementary English Language Development, grade 4-5: National Geographic Learning/Cengage ©2011.

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

34.	FIRST READING - BOARD POLICY 3461, DEBT MANAGEMENT POLICY:	DISCUSSION/
	The Board is asked to consider adoption of a debt policy in accordance with new law	ACTION
	effective this year, Government Code § 8855.	Page 931
	CUSD WIG 3: Facilities – Optimize facilities and learning environments for all	EXHIBIT 34
	students	

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

DISCUSSION/ **EXHIBIT 32** 

**ACTION EXHIBIT 33**  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 Board Policy 3461, *Debt Management Policy*.

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

### **ADJOURNMENT**

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

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

### THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, NOVEMBER 8, 2017, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA For information regarding Capistrano Unified School District, please visit our website:

www.capousd.org

### 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

<u>CLOSED SESSION:</u> 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.

<u>ORAL COMMUNICATIONS (Non-Agenda Items)</u>: 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.

<u>ORAL COMMUNICATIONS (Agenda Items)</u>: 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.

<u>PUBLIC HEARINGS</u>: 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

# NOTICE OF PUBLIC HEARING

During the meeting on October 11, 2017 the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public.

## **TOPIC OF HEARING**

### Adoption of **RESOLUTION TO AUTHORIZE ENTERING INTO AN ENERGY SERVICES CONTRACT PURSUANT TO GOVERNMENT CODE § 4217.12**

Copies of the materials may be inspected at:

Capistrano Unified School District - Reception Desk 33122 Valle Road, San Juan Capistrano, CA from September 27, 2017 through October 11, 2017, between the hours of 8:00 a.m. and 4:00 p.m.

After the Public Hearing, the Capistrano Unified School District Board of Trustees will consider approval of the **RESOLUTION TO AUTHORIZE ENTERING INTO AN ENERGY SERVICES CONTRACT PURSUANT TO GOVERNMENT CODE § 4217.12** 

er 11, 2017

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

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

# CAPISTRANO UNIFIED SCHOOL DISTRICT

# NOTICE OF PUBLIC HEARING

During the Board meeting of October 11, 2017, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public.

# **TOPIC OF HEARING**

Statement of Assurance for Instructional Materials, Fiscal Year 2017-2018.

Copies of the surveys/materials may be inspected at:

Instructional Materials Center, 33122 Valle Road, San Juan Capistrano, CA until October 11, 2017, between the hours of 8:30 a.m. and 3:30 p.m.

After the Public Hearing, the Capistrano Unified School District Board of Trustees will consider the Statement of Assurance for Instructional Materials, Fiscal Year 2017-2018.

HEARING DATE: October 11, 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: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services Philippa Townsend, Assistant Superintendent, Fiscal Services
Date:	October 11, 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

Page 1 of 1

EXHIBIT 3

Donation of Funds September 13, 2017

	AMUUUNI	PURPOSE	SCHOOL
Vending Plus Inc.	\$487.14	\$487.14 Instructional Supplies	Aliso Niguel High School
Mazda North American Operations		Office Furniture	Aliso Niguel High School
The Kula Foundation	\$6.86	\$6.86 School Use as Needed	Bathgate Elementary School
City of San Clemente	\$7,370.00	\$7,370.00 Support Intervention Program	Bernice Ayer Middle School
Vending Plus Inc.	\$6.18	\$6.18 Non-Instructional Supplies	Clarence Lobo Elementary School
The Kula Foundation	\$1.00	\$1.00 Non-Instructional Supplies	Clarence Lobo Elementary School
Concordia Elementary Education Foundation	\$56,528.00	\$56,528.00 Instructional Aide Salaries	Concordia Elementary School
Concordia Elementary Education Foundation	\$10,776.39	\$10,776.39 Professional Development Costs	Concordia Elementary School
Concordia Elementary Education Foundation	\$700.00	\$700.00 Instructional Aide Salary	Concordia Elementary School
Concordia Elementary Education Foundation	\$5,000.00	\$5,000.00 Technology	Concordia Elementary School
Guided Discoveries	\$500.00	\$500.00 Outdoor Science Camp	Concordia Elementary School
Concordia Elementary School PTA	\$1,500.00	\$1,500.00 Outdoor Science Camp	Concordia Elementary School
Vending Plus Inc.	\$5.96	\$5.96 Classroom Materials and Supplies	Concordia Elementary School
Jostens		Dell Monitors	Dana Hills High School
Ocean Institute	\$495.00	\$495.00 5th Grade Field Trip Transportation	John S. Malcolm Elementary School
The Kula Foundation	\$0.08	\$0.08 Non-Instructional Supplies	John S. Malcolm Elementary School
TRUIST	\$26.00	\$26.00 School Use as Needed	John S. Malcolm Elementary School
The Kula Foundation	\$4.92	\$4.92 School Use as Needed	Ladera Ranch Middle School
CR&R Incorporated	\$868.42	\$868.42 School Use as Needed	Ladera Ranch Middle School
Vending Plus Inc.	\$124.95	\$124.95 School Use as Needed	Ladera Ranch Middle School
Capistrano Unified School District Foundation	\$536.25	\$536.25 5th Grade Field Trip Transportation	John S. Malcolm Elementary School
Vending Plus Inc.	\$129.05	\$129.05 School Use as Needed	Las Flores Middle School

	Donatio Septeml	Donation of Funds September 13, 2017	
DONATED BY	AMOUNT	PURPOSE	SCHOOL
Wells Fargo Matching Gifts Program	\$300.00	\$300.00 Classroom Materials and Supplies	Las Palmas Elementary School
Las Palmas Elementary School PTA	\$98,775.00	PE Equipment, Field Trips, Technology and \$98,775.00 School Programs	Las Palmas Elementary School
Wells Fargo Matching Gifts Program	\$350.00	\$350.00 Classroom Materials and Supplies	Las Palmas Elementary School
Vending Plus Inc.	\$12.37	\$12.37 Classroom Materials and Supplies	Las Palmas Elementary School
Vending Plus Inc.	\$17.89	\$17.89 Instructional Supplies	Marblehead Elementary School
Vending Plus Inc.	\$12.37	\$12.37 Instructional Supplies	Moulton Elementary School
Moulton Elementary School PTA	\$10,000.00	\$10,000.00 Science Aide	Moulton Elementary School
Vending Plus Inc.	\$25.83	\$25.83 Instructional Supplies	Oso Grande Elementary School
Kroger	\$39.40	\$39.40 Classroom Materials and Supplies	Palisades Elementary School
Vending Plus Inc.	\$7.18	\$7.18 Classroom Materials and Supplies	Palisades Elementary School
Vending Plus Inc.	\$17.00	\$17.00 Classroom Materials and Supplies	RH Dana ENF Elementary School
The San Clemente Education Foundation	\$8,220.50	\$8,220.50 Freshman 4-Year Planning Sessions	San Clemente High School
The San Clemente Education Foundation	\$6,000.00	\$6,000.00 AP/IB Review Sessions	San Clemente High School
The San Clemente Education Foundation	\$8,000.00	\$8,000.00 Sophomore Planning Sessions	San Clemente High School
The San Clemente Education Foundation	\$16,000.00	\$16,000.00 After-School Tutorial Program	San Clemente High School
Vending Plus Inc.	\$248.47	\$248.47 Instructional Supplies	San Clemente High School
Vending Plus Inc.	\$60.97	\$60.97 Instructional Supplies	San Clemente High School
San Juan Hills High School Performing Arts Boosters		Apple TV 4th Generation	San Juan Hills High School
YourCause, LLC Trustee for Pacific Gas and Electric	\$1,100.00	\$1,100.00 School Use as Needed	Shorecliffs Middle School
Tijeras Creek Elementary School PTA	\$5,000.00	\$5,000.00 Instructional Assistant Salaries	Tijeras Creek Elementary School
SchoolsFirst Federal Credit Union	\$500.00	\$500.00 Bus Driver Orientation	Transportation Department
Viejo Elementary School Foundation	\$673.75	\$673.75 School Use as Needed	Viejo Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
City of Mission Viejo	\$75.00	\$75.00 School Use as Needed	Viejo Elementary School
Vending Plus Inc.	\$21.86	\$21.86 School Use as Needed	Viejo Elementary School
Vending Plus Inc.	\$37.98	\$37.98 Classroom Materials and Supplies	Vista del Mar Middle School
Vista del Mar Elementary School PTA	\$1,000.00	\$1,000.00 Meet the Masters Program	Vista del Mar Elementary School
Vending Plus Inc.	\$14.79	\$14.79 Classroom Materials and Supplies	Wood Canyon Elementary School
	\$241,576.56		

# Donation of Funds October 11, 2017

DONATED BY	AMOUNT	PURPOSE	SCHOOL
The Kula Foundation	\$11.59	\$11.59 School Use as Needed	Arroyo Vista Elementary School
Sumner Photography	\$936.00	\$936.00 School Use as Needed	Arroyo Vista Elementary School
Bathgate Elementary School Foundation	\$388.06	\$388.06 Instructional Materials and Supplies	Bathgate Elementary School
San Clemente Junior Women's Club	\$750.00	\$750.00 Instructional Materials and Supplies	Bernice Ayer Middle School
CR&R	\$550.90	\$550.90 School Use as Needed	Bernice Ayer Middle School
Wells Fargo Community Support Campaign	\$448.00	\$448.00 Instructional Materials and Supplies	Capistrano Valley High School
Castille Elementary School PTA	\$18,000.00	\$18,000.00 Primary Music Program	Castille Elementary School
Clarence Lobo Elementary School PTA	\$12,000.00	\$12,000.00 Primary Music Program	Clarence Lobo Elementary School
Concordia Elementary Education Foundation	\$14,176.00	\$14,176.00 Instructional Assistant	Concordia Elementary School
Concordia Elementary School PTA	\$5,900.00	\$5,900.00 Instructional Assistant	Concordia Elementary School
Concordia Elementary Education Foundation	\$5,900.00	\$5,900.00 Instructional Assistant	Concordia Elementary School
Concordia Elementary Education Foundation	\$7,166.00	\$7,166.00 YMCA PE Program	Concordia Elementary School
Concordia Elementary Education Foundation	\$914.80	\$914.80 Instructional Supplies	Concordia Elementary School
Dana Hills High School Parents	\$50.00	\$50.00 Communication Programs	Dana Hills High School
George White Elementary School PTA and Booster Club	\$13,300.00	\$13,300.00 Instructional Assistants	George White Elementary School
Hidden Hills Elementary School PTA	\$1,306.25	\$1,306.25 Field Trip Transportation	Hidden Hills Elementary School
Ladera Ranch Education Foundation	\$701.38	\$701.38 Technology	Ladera Ranch Middle School
Lifetouch	\$511.00	\$511.00 Instructional Materials and Supplies	Laguna Niguel Elementary School
Vending Plus, Inc.	\$11.92	\$11.92 Instructional Materials and Supplies	Laguna Niguel Elementary School
Las Flores Elementary School PTA	\$5,306.81	\$5,306.81 Meet the Masters Program	Las Flores Elementary School
Las Palmas Elementary School PTA	\$5,500.00	\$5,500.00 Primary Music Program	Las Palmas Elementary School
Bergeson Elementary School PTA	\$13,500.00	\$13,500.00 Instructional Assistants	Marian Bergeson Elementary School
Marian Bergeson Elementary School Foundation	\$13,500.00	\$13,500.00 Instructional Assistants	Marian Bergeson Elementary School

	Donation of Funds October 11, 2017	of Funds 11, 2017	
DONATED BY	AMOUNT	PURPOSE	SCHOOL
Marian Bergeson Elementary School Foundation	\$42,000.00	\$42,000.00 Primary Music Program	Marian Bergeson Elementary School
Bergeson Friends of MIP	\$67,500.00	\$67,500.00 Instructional Assistants	Marian Bergeson Elementary School
Bergeson Friends of MIP	\$963.80	\$963.80 Projector and Document Camera	Marian Bergeson Elementary School
MMB Management, LLC	\$15,000.00	\$15,000.00 Reading Program	Moulton Elementary School
Ladera Ranch Education Foundation	\$9,391.81	\$9,391.81 iPads, Chromebooks and Student Planners	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$5,003.15	\$5,003.15 Steam Lab and License Fees	Oso Grande Elementary School
The Kula Foundation	\$13.90	\$13.90 School Use as Needed	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$7,860.60	\$7,860.60 Meet the Masters Program	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$9,000.90	\$9,000.90 Chromebooks	Oso Grande Elementary School
Bradley Mathias		2001 Ford Explorer Sport Trac	San Clemente High School/ATPA
Vending Plus, Inc.	\$20.75	\$20.75 School Use as Needed	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$1,000.00	\$1,000.00 Meet the Masters Program	Tijeras Creek Elementary School
The Kula Foundation	\$21.67	\$21.67 Instructional Assistants	Tijeras Creek Elementary School
Kroger	\$35.67	\$35.67 Instructional Assistants	Tijeras Creek Elementary School
Truist	\$83.33	\$83.33 Instructional Assistants	Tijeras Creek Elementary School
Truist	\$83.33	\$83.33 Instructional Assistants	Tijeras Creek Elementary School
Truist	\$83.33	\$83.33 Instructional Assistants	Tijeras Creek Elementary School
Viejo Elementary School PTA	\$165.00	\$165.00 School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$550.00	\$550.00 School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$550.00	\$550.00 School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$660.00	\$660.00 School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$577.50	\$577.50 School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$261.25	\$261.25 School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$935.00	\$935.00 School Use as Needed	Viejo Elementary School

	October 11, 2017	October 11, 2017	
DONATED BY	AMOUNT	PURPOSE	SCH00L
Viejo Elementary School PTA	\$485.00	\$485.00 School Use as Needed	Viejo Elementary School
Viejo Elementary School PTA	\$165.00	\$165.00 School Use as Needed	Viejo Elementary School
Fluor Foundation	\$500.00	\$500.00 School Use as Needed	Viejo Elementary School
Vista del Mar PTA	\$42,600.00	\$42,600.00 Outdoor Science School	Vista del Mar Elementary School
Mako Foundation	\$2,050.93	\$2,050.93 Robotics Equipment	Vista del Mar Elementary School
Mako Foundation	\$18,000.00	\$18,000.00 Primary Music Program	Vista del Mar Elementary School
Mako Foundation	\$14,094.89	\$14,094.89 Security System	Vista del Mar Middle School
Mako Foundation	\$7,520.00	\$7,520.00 Window Blinds	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$1,000.00	\$1,000.00 Meet the Masters Program	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$5,825.00	\$5,825.00 Field Trip and Transportation	Wagon Wheel Elementary School
Wells Fargo Community Support Campaign	\$13.00	\$13.00 Instructional Materials and Supplies	Wood Canyon Elementary School

Wood Canyon Elementary School PTA

Wood Canyon Elementary School

\$1,000.00 Meet the Masters Program \$375,843.52

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
1 2	Clark Hampton, Deputy Superintendent, Business and Support Services Philippa Townsend, Assistant Superintendent, Fiscal Services Lynh Rust, Executive Director, Contracts and Purchasing
Date:	October 11, 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

	PURCHASE ORDER BOARD OF J		DETAIL REPORT BY FUN FRUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	OUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1621	CONTRACT PAPER GROUP INC.	9,051.00	9,051.00	01 9321	General-Undes / Stores Receipts
L68R0040	PREMIER SCHOOL AGENDAS	2,771.61	<b>9,051.00</b> 2,771.61	01 9330	General-Undes / Prepaid Expenditures(Expenses)
L68P1735	US BANK	150,000.00	<b>2,771.61</b> 150,000.00	01 9517	General-Undes / Pars-Alt Retirement Program
L68P1476	JOURNEY CHARTER SCHOOL	2,700,000.00	150,000.00 2,700,000.00	010000030 8096	General-Undes-ChtrSchl / Trsfr 2 Charters In Lieu Taxes
L68P1478	ORANGE COUNTY ACADEMY OF	2,000,000.00	2,000,000.00	010000031 8096	General-Undes-ChtrSchl / Trsfr 2 Charters In Lieu Taxes
14142 Big Bi Big Bi Big Bi Attachme Page 1 o	OPPORTUNITY FOR LEARNING OPPORTUNITY FOR LEARNING	$1,000,000.00\\143,513.00$	1,000,000.00 1,143,513.00	010000032 8096 010000032 8096	General-Undes-ChtrSchl / Trsfr 2 Charters In Lieu Taxes General-Undes-ChtrSchl / Trsfr 2 Charters In Lieu Taxes
64714891 0 t 1 f <b>59</b>	OXFORD ACADEMY	4,700,000.00	4,700,000.00 4,700,000.00	010000033 8096	General-Undes-ChtrSchl / Trsfr 2 Charters In Lieu Taxes
L68P1475	CAPISTRANO CONNECTIONS ACADEMY	25,000,000.00	25,000,000.00 25,000,000.00	010000034 8096	General-Undes-ChtrSchl / Trsfr 2 Charters In Lieu Taxes
L68P1474	COMMUNITY ROOTS ACADEMY	4,000,000.00	4,000,000.00 4,000,000.00	010000035 8096	General-Undes-ChtrSchl / Trsfr 2 Charters In Lieu Taxes
L68P1736	CALPERS FISCAL SERVICES DIV.	5,403.71	500.00 <b>500.00</b>	010000048 3202	General-Undes-Libr&Med / PERS : Classified
L68P1736	CALPERS FISCAL SERVICES DIV.		4,903.71 4.903.71	010000049 3202	General-Undes-Libr&Med / PERS : Classified
L68P0848 L68P1632 L68P1632 L68P1652 L68P1654 L68R0048	PEARSON EDUCATION SOUTHERN OREGON EDUCATION SERV NCS PEARSON INC. HOUGHTON MIFFLIN HARCOURT NCS PEARSON INC.	423.49 72.42 193.11 3,050.31 3,055.26	423.49 28.97 77.24 1,220.13 1,194.42	0100000193 4500 0100000193 4500 0100000193 4500 0100000193 4500 0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl General-Undes-PsychSer / Other Supplies : Non-Instructl
User ID: Report ID:	User ID: JMTRAI Report ID: PO010_Fund_Acct <v. 011906=""></v.>		Page No.: 1		Current Date: 09/22/2017 Current Time: 13:29:40

	PURCHA	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68R0049	NCS PEARSON INC.	2,791.26	2,791.26	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
L68R0081	NCS PEARSON INC.	3,055.26	1,222.11	0100000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
L68X0054	AMAZON	85.98	34.39	010000193 4500	General-Undes-PsychSer / Other Supplies : Non-Instructl
			6,992.01		
L68A0050	LEISURE CARE REFERRAL AGENCY	125,000.00	100,001.00	0100000197 5100	General-Undes-HlthServ / Subagreement for Services
T 7040050			0.100,001		
L68A0050 T 68A0134	LEISURE CARE REFERRAL AGENCY DIA A CARETICAL DUA CADD	00 000 02	24,999.00	010000197 5800	General-Undes-HithServ / Services & Operating Expend
+CTOEO07	DIO-ACCOSTICAT ENGLOW	00,002,000	83,199.00	MOC 16 TANAAATA	General-Ondes-Thurdery / Services & Operating Expend
L68P1703	ACT EDUCATION AND WORKFORCE	40.64	40.64	010000258 5800	General-Undes-PupITest / Services & Operating Expend
EZ Pa			40.64		
6500 4 99 f ge 2	LAS GOLONDRINAS MEXICAN FOOD	175.90	175.90	0100000262 4500	General-Undes-Board / Other Supplies : Non-Instructl
BI] 11( 2 <b>of</b>			175.90		
51 10 11 11 11 11 11 11 11 11 11 11 11 11	OCDE	10.00	10.00	0100000262 5216	General-Undes-Board / Conference : Non-Instructional
			10.00		
L68X0044	MONTEREY PLAZA HOTEL & SPA	596.56	596.56 596.56	0100000271 5216	General-Undes-Supt / Conference : Non-Instructional
T 68B0020	THE ET IDDEN CROTID I LC	15 000 00	15 000 00	01000071 5815	Ganara].11ndae-Sunt / Conculting Sawicae: Non-Inetr
1700W007		00.000,ct	15,000.00	CTOC 1/7000010	Ceneral-Onder-Supr / Consuming Services, Ivon-Insu
L68P1299	LARSON LIGHTING AND AUDIO	875.00	875.00	010000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
L68P1339	SWANK MOTION PICTURES INC	565.00	565.00	010000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
L68P1774	AWARDS N MORE	330.25	330.25	010000277 4500	General-Undes-Pub Info / Other Supplies : Non-Instructl
			1,770.25		
L68P1315	ALISO VIEJO CHAMBER OF	195.00	195.00	010000277 5300	General-Undes-Pub Info / Dues and Memberships
L68P1724	CAL SCHOOL PUBLIC RELATIONS	148.00	148.00	010000277 5300	General-Undes-Pub Info / Dues and Memberships
13			343.00		
9L68P1775	STAPLES ADVANTAGE	109.88	109.88	010000285 4500	General-Undes-Bus/Fisc / Other Supplies : Non-Instructl
935			109.88		
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	PURCHAS	E ORDER D BOARD OF TR	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1626 L68P1640	CASBO CASBO	255.00 255.00	255.00 255.00	0100000285 5216 0100000285 5216	General-Undes-Bus/Fisc / Conference : Non-Instructional General-Undes-Bus/Fisc / Conference : Non-Instructional
L68P1380	ACSA FOUNDATION FOR EDUCATION	1,255.00	510.00 1,255.00 1.255.00	0100000291 5216	General-Undes-Prsnl:HR / Conference : Non-Instructional
L68P1789	FRONTLINE EDUCATION	26,680.50	26,680.50 26,680.50	010000291 5800	General-Undes-Prsnl:HR / Services & Operating Expend
L68A0067	OGLETREE DEAKINS NASH SMOAK	15,000.00	15,000.00 <b>15,000.00</b>	010000291 5820	General-Undes-Prsnl:HR / Legal Services
Tesson Logar	TARGETSUCCESS INC	14,925.00	14,925.00 <b>14,925.00</b>	010000299 5800	General-Undes-Prsnl:HR / Services & Operating Expend
001259 1001259 1001259 1001259 1001259 1001259 1001259	COASTAL BLUE STAPLES ADVANTAGE KELLY PAPER COMPANY	600.00 2,000.00 65,000.00	600.00 2,000.00 65,000.00	0100000314 4500 0100000314 4500 0100000314 4500	General-Undes-Grph Art / Other Supplies : Non-Instructl General-Undes-Grph Art / Other Supplies : Non-Instructl General-Undes-Grph Art / Other Supplies : Non-Instructl
L68P1313 L68P1316	COX COMMUNICATIONS COX COMMUNICATIONS	75,000.00 140,000.00	<b>67,600.00</b> 75,000.00 140,000.00	0100000327 5900 0100000327 5900	General-Undes-DW Unrst / Communications General-Undes-DW Unrst / Communications
L68P1323	CERTIFIED TRANSPORTATION SERVI	75,000.00	<b>215,000.00</b> 75,000.00	010000333 5838	General-Undes-DW Undst / Charter Transportation Service
L68P1235	COALITION FOR ADEQUATE SCHOOL	296.00	296.00	0100000336 5216	General-Undes-FacPlann / Conference : Non-Instructional
L68P1276 L68P1518	COALITION FOR ADEQUATE SCHOOL COALITION FOR ADEQUATE SCHOOL	296.00 1,049.00	296.00 1,049.00	0100000336 5216 0100000336 5216	General-Undes-FacPlann / Conference : Non-Instructional General-Undes-FacPlann / Conference : Non-Instructional
L68P1519	COALITION FOR ADEQUATE SCHOOL	1,049.00	1,049.00 2,690.00	0100000336 5216	General-Undes-FacPlann / Conference : Non-Instructional
6 <b>F</b> 0049	PROJECT DIMENSIONS	100,000.00	100,000.00 100,000.00	010000336 5605	General-Undes-FacPlann / Rental, Leases & Repairs:Other
SL68A0048	PROJECT DIMENSIONS	50,000.00	50,000.00	0100000336 5810	General-Undes-FacPlann / Consulting Services
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	PURCHA	PURCHASE ORDER DI BOARD OF TRU	ETAIL REPO STEES MEET	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			010000336-5810	
			50,000.00		
L68A0139	<b>BOWIE ARNESON KADI WILES</b>	50,000.00	50,000.00	010000336 5820	General-Undes-FacPlann / Legal Services
L68A0140	<b>BOWIE ARNESON KADI WILES</b>	100,000.00	100,000.00	010000336 5820	General-Undes-FacPlann / Legal Services
			150,000.00		
L68P1790	CDWG Inc	1,367.58	1,367.58	010000342 4405	General-Undes-TIS / Non-Capitalized Equip: Non-Ins
			1,367.58		
L68P1463	MONOPRICE INC	2,000.00	2,000.00	0100000342 4500	General-Undes-TIS / Other Supplies : Non-Instructl
L68P1526	CDWG Inc	7,000.00	7,000.00	0100000342 4500	General-Undes-TIS / Other Supplies : Non-Instructl
			9,000.00		
L68P1567	<b>CONVERGEONE INC</b>	9,906.40	9,906.40	010000342 5800	General-Undes-TIS / Services & Operating Expend
an 16811655	<b>RENAISSANCE LEARNING</b>	63,330.65	63,330.65	010000342 5800	General-Undes-TIS / Services & Operating Expend
e e e e e e e e e e e e e e e e e e e	IDEAL COMPUTER SOUTH INC	2,217.00	2,217.00	010000342 5800	General-Undes-TIS / Services & Operating Expend
0 Feed 0040	AMERICAN REGISTRY FOR INTERNET	100.00	100.00	0100000342 5800	General-Undes-TIS / Services & Operating Expend
Г4 0 <b>f 5</b> 9			75,554.05		
L68P1269	<b>CIVIC PERMITS INC</b>	14,364.00	14,364.00	010000357 5800	General-Undes-M&OUnrOH / Services & Operating Expend
			14,364.00		
L68A0061	SOUTH COAST FIRE PROTECTION	40,000.00	40,000.00	010000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
L68P0460	ACOUSTICAL MATERIAL SERVICES	4,000.00	4,000.00	010000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
L68P0542	<b>CINTAS FACILITY SERVICES</b>	10,000.00	10,000.00	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
L68P1572	SOUTH COAST FIRE PROTECTION	5,000.00	5,000.00	0100000373 4500	General-Undes-Custodil / Other Supplies : Non-Instructl
			59,000.00		
L68P1432	STORAGE CONTAINER.COM	5,000.00	5,000.00	010000373 5605	General-Undes-Custodil / Rental, Leases & Repairs:Other
L68P1473	MESA GOLF CARTS	25,000.00	25,000.00	0100000373 5605	General-Undes-Custodil / Rental, Leases & Repairs:Other
			30,000.00		
L68P0086	R&S SOIL PRODUCTS INC	70,000.00	70,000.00	010000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
L68P0468	DM COLOR EXPRESS	5,000.00	5,000.00	010000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
o L68P1423	DITCH WITCH OF SO CALIF	500.00	500.00	0100000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
6L68P1426	TARGET SPECIALTY PROD	1,057.04	1,057.04	010000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instruct
~L68R0041	PIKES PEAK INDUSTRIES	3,060.00	3,060.00	010000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
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	PURCHAS	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC USTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68X0050	PIKES PEAK INDUSTRIES	3,394.12	3,394.12 83.011.16	0100000518 4500	General-Undes-Op:Grnds / Other Supplies : Non-Instructl
L68P0536	LAWNMOWERS ETC	37.500.00	37.500.00	010000518 5605	General-Undes-Op:Grnds / Rental. Leases & Renairs: Other
L68P0631	DITCH WITCH OF SO CALIF	1,500.00	1,500.00	010000518 5605	General-Undes-Op:Grnds / Rental, Leases & Repairs:Other
L68P1365	STOTZ EQUIPMENT	20,000.00	20,000.00	0100000518 5605	General-Undes-Op:Grnds / Rental, Leases & Repairs:Other
			59,000.00		
L68A0053	NASARIO SOLIS	8,000.00	8,000.00	010000581 5800	General-Undes-Security / Services & Operating Expend
L68A0057	CONTEMPORARY SERVICES CORP.	5,387.50	5,387.50 13.387.50	010000581 5800	General-Undes-Security / Services & Operating Expend
0171097 I	ANVDBOMO INC	L0 779	555 00	010000502 1500	Ganard I Indae Coff. Tune / Other Cumuliae · New Instant
LUOLI/40	SDA DET FTTTS	10'00' V Y Y	77.00 27.7	010000582 4200	Concertat-Ondes-Sat& Ling / Other Supplies : Non-Insurct. Concert I Indo: Sef&Ting / Other Sumises : Non Instruct
EXF 7 c age		0.0	562.52		OCINERATION - CONCENTRATION / CONCENTRATION - MORE
	WESTERN ASSACT & COL	01000		010000685 5300	General-IIIndee-SunvAdmn / Dues and Membershine
	,	00.070	00.016	0000 2000000000000000000000000000000000	
58914892 59		970.00	970.00	010000685 5300	General-Undes-SupvAdmn / Dues and Memberships
- L68P1686		970.00	970.00	0100000685 5300	General-Undes-SupvAdmn / Dues and Memberships
L68P1687		970.00	970.00	010000685 5300	General-Undes-SupvAdmn / Dues and Memberships
L68P1688	WESTERN ASSOC SCH & COL	970.00	970.00	010000685 5300	General-Undes-SupvAdmn / Dues and Memberships
L68P1690	WESTERN ASSOC SCH & COL	970.00	970.00	010000685 5300	General-Undes-SupvAdmn / Dues and Memberships
L68P1693	WESTERN ASSOC SCH & COL	970.00	970.00	010000685 5300	General-Undes-SupvAdmn / Dues and Memberships
			6,790.00		
L68P1670	DEMCO INC	19.65	19.65	010000992 4500	General-Undes-Libr&Med / Other Supplies : Non-Instructl
			19.65		
L68P1645	HITT MARKING DEVICE	44.66	44.66	0100020019 4300	General-SiteAllo-Sch Adm / Instruct Materials & Supplies
			44.66		
L68P1492	<b>CULVER-NEWLIN</b>	1,507.42	1,507.42	0100020019 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1502	CDW GOVERNMENT INC.	406.27	406.27	$0100020019\ 4500$	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
<sup>O</sup> L68P1681	<b>CULVER-NEWLIN</b>	523.67	523.67	0100020019 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
JL68P1682	CULVER-NEWLIN	222.31	222.31	0100020019 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
SL68P1750	CDW GOVERNMENT INC.	181.16	181.16	0100020019 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1766	MISUSTIN, JOHN	311.55	311.55	0100020019 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1757	CDWG Inc	1,400.75	1,400.75	0100020036 4405	General-SiteAllo-Sch Adm / Non-Capitalized Equip: Non-Ins
L68P1639	RYDIN DECAL	280.15	280.15 280.15 280.15	0100020036 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1744	CDWG Inc	167.15	167.15	0100020047 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1379	AUDITORY INSTRUMENTS	102.51	102.51	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1461	BARCODESINC	670.63	670.63	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instruct
152120 8 of age 6	CDWG Inc	123.20 438.34	438.34	0100020053 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructi General-SiteAllo-Sch Adm / Other Supplies : Non-Instructi
BIT 39	MAZON	163 58	1,334.76 163 58	01000063 4500	Ganaral-SitaAllo-Sch Adm / Othar Sumiliae · Non-Instructi
0C00400159		00.001	163.58		nonneur-novr - could ne tomo / nine ince-ouroarce-incided
L68P1446	IMAGE 2000	650.00	650.00 650.00	0100020068 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1678	<b>CULVER-NEWLIN</b>	311.72	311.72 <b>311.72</b>	0100020083 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1439	CDWG Inc	807.80	807.80 <b>807.80</b>	0100020095 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1350	MOBILE COMMUNICATION REPAIR	129.31	129.31	0100020097 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instruct
L68P1763 L68P1763	BE READT EARTHQUARE AND SURVIV NEW MANAGEMENT	70.04 34.48	70.04 34.48	0100020097 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructi General-SiteAllo-Sch Adm / Other Supplies : Non-Instructi
L68X0036	AMAZON	17.47	17.47	0100020097 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
<b>SSLId89Tf</b> 17 of 935	CDWG Inc	132.28	<b>251.30</b> 132.28 <b>132.28</b>	0100020106 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
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	PURCHASE ORDE BOARD OI	E ORDER DI	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	R DETAIL REPORT BY FUND/ACCOUNT F TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1546	GOPHER ATHLETIC	155.05	155.05	0100020121 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1644	MOBILE COMMUNICATION REPAIR	1,947.34	1,947.34	0100020123 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1449 L68P1732	DENAULT S HARDWARE SWEET EVERGREEN	100.00 274.13	100.00 274.13 <b>374.13</b>	0100020144 4500 0100020144 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1524	SOUTHWEST SCHOOL SUPPLY	83.76	83.76 83.76	0100020228 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
Test International Provided Action of the second se	SCHOOL MATE	345.06	94.28 94.28	0100020228 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
2151 BIT Off 110 ge 7 of	SCHOOL SPECIALTY	96.93	96.93 96.93	0100020234 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
65 10 1 66 1 2 3 4	STAPLES ADVANTAGE	1,198.18	1,198.18 1,198.18	0100020238 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1309 L68X0064	SCHOOL SPECIALTY AMAZON	188.72 104.86	188.72 104.86 <b>703 58</b>	0100020241 4300 0100020241 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0062	AMAZON	64.60	64.60	0100020249 4300	General-SiteAllo-Instructn / Instruct Materials & Supplies
L68X0046	AMAZON	47.72	64.60 47.72	0100020259 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1310	STARFALL EDUCATION	270.00	270.00	0100020271 5800	General-SiteAllo-Instrctn / Services & Operating Expend
L68P1247	SOUTHWEST SCHOOL SUPPLY	7,000.00	7000.00	0100020282 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
of 935	LAKESHORE LEARNING MATERIALS COSTCO WHOLESALE	980.64 1,000.00	7, <b>000.00</b> 980.64 1,000.00	0100020298 4300 0100020298 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies General-SiteAllo-Instrctn / Instruct Materials & Supplies
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	PURCHASE BO	SE ORDER DI BOARD OF TRU	R DETAIL REPORT BY FUN TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0100020298-4300	
			1,980.64		
L68P1225	FOLLETT SCHOOL SOLUTIONS INC	160.55	160.55	0100020302 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			160.55		
L68P1346	STEM MAGAZINE CORP	129.30	129.30	0100020315 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1381 L68P1465	LAKESHORE LEARNING MATERIALS GOPHER ATHLETIC	221.00 53.28	221.00 53.28	01000203154300 $01000203154300$	General-SiteAllo-Instrctn / Instruct Materials & Supplies General-SiteAllo-Instrctn / Instruct Materials & Supplies
			403.58		-
L68P1625	LAKESHORE LEARNING MATERIALS	367.77	367.77 <b>367.77</b>	0100020343 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1414	SMART & FINAL **SCHOOL SITES**	2,500.00	2,500.00	0100020364 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
Page Page Page Page Page Page Page Page	FOLLETT SCHOOL SOLUTIONS INC	232.08	232.08	0100020364 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
(HI 0 of <b>ge 8</b>			2,732.08		
<b>10</b> 位的1231	EPS	216.97	216.97	0100020411 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
5 E68E1390	PRESTWICK HOUSE	215.44	215.44	0100020411 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
)			432.41		
L68P1729	SEHI COMPUTER	51.26	51.26	0100020413 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			51.26		
L68P1527	FLINN SCIENTIFIC INC	3,000.00	3,000.00	0100020416 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1533	SCHOOLMART	1,348.20	1,348.20	0100020416 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			4,348.20		
L68P1539	FISHER SCIENTIFIC CO LLC	500.00	500.00	0100020416 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
			500.00		
L68P1675	AARDVARK CLAY	1,000.00	1,000.00	0100020418 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			1,000.00		
L68P1704	FOCUSED FITNESS LLC	405.15	405.15	0100020422 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
19 o			405.15		
JL68P1418	CDWG Inc	1,289.23	1,289.23	0100020428 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
SL68P1674	SMART & FINAL **SCHOOL SITES**	750.00	750.00	0100020428 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
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	PURCHASE BC	SE ORDER DI BOARD OF TRI	R DETAIL REPORT BY FUN TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1756	CDW GOVERNMENT INC.	343.34	343.34	0100020428 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1425	BERTRANDS HORN IMPROVEMENT	430.77	430.77	0100020451 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1391	IAT INTERACTIVE LLC	4,182.24	4,182.24	0100020458 4150	General-SiteAllo-Instrctn / 9-12 Textbooks
L68P1397	WORD WRIGHT	212.76	15.76	0100020458 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1462 L68P1562	FLINN SCIENTIFIC INC WARDS NATURAL SCIENCE	3,406.46 986.42	3,406.46 986.42	$\begin{array}{c} 01000204584300\\ 01000204584300 \end{array}$	General-SiteAllo-Instrctn / Instruct Materials & Supplies General-SiteAllo-Instrctn / Instruct Materials & Supplies
L6ELEX Pag	WORD WRIGHT	212.76	<b>4,408.64</b> 197.00	0100020458 5800	General-SiteAllo-Instrctn / Services & Operating Expend
HIE 1 of 4 3e 9 0	BIO-RAD LABORATORIES	179.47	<b>197.00</b>	0100020483 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
J 10 11 145	IPEVO INC	426.85	426.85	0100020483 4300	General-SiteAllo-Instructn / Instruct Materials & Supplies
L68P1460	IMAGE 2000	818.58	818.58	0100020483 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1556	DECKER EQUIPMENT/SCHOOL FIX	530.28	530.28	0100020483 4300	General-SiteAllo-Instruct / Instruct Materials & Supplies
1 68P16570	FLLIN SCIENTIFIC INC	828.72 956 87	828.12	0100020483 4300 0100020483 4300	General-SiteAllo-Instruct / Instruct Materials & Supplies General-SiteAllo-Instruct / Instruct Materials & Sumilies
L68P1711	UNITED STATES PLASTIC CORP	293.71	293.71	0100020483 4300	General-SiteAllo-Instruct / Instruct Materials & Supplies
L68P1728	LIFE TRENDS GROUP TLTG INC	134.71	134.71	0100020483 4300	
L68X0035	AMAZON	374.69	374.69	0100020483 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1532	WARDS MEDIA TECH	645.42	645.42	0100020483 4400	General-SiteAllo-Instrctn / Non-Capitalized Equipment
			645.42		
L68P1490	<b>CAROLINA BIOLOGICAL SUPP</b>	279.67	279.67	0100020494 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
<sub>C</sub> L68P1515	<b>CAROLINA BIOLOGICAL SUPP</b>	127.28	127.28	0100020494 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
OL68P1517	BIO-RAD LABORATORIES	1,308.53	1,308.53	0100020494 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
6L68P1542	BIO CORPORATION	1,766.33	1,766.33	0100020494 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
5			3,481.81		
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	PURCHASI B	E ORDER DI OARD OF TRU	ETAIL REPC USTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P0791	SOUTHWEST SCHOOL SUPPLY	4,000.00	4,000.00	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1264	<b>GOPHER ATHLETIC</b>	4,487.62	4,487.62	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1273	FREY SCIENTIFIC CO	2,031.73	2,031.73	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1448	SOUTHWEST SCHOOL SUPPLY	4,000.00	4,000.00	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1717	SCHOOL NURSE SUPPLY INC	101.81	101.81	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1762	GOPHER ATHLETIC	991.61	489.71	0100020508 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			15,110.87		
L68P1319	<b>GOPHER ATHLETIC</b>	751.98	751.98	0100020515 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1364	MOBILE COMMUNICATION REPAIR	42.02	42.02	01000205154300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1412	MAGNATAG VISIBLE SYSTEMS	1,033.07	1,033.07	0100020515 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
F Pa			1,827.07		
a L621702	AARDVARK CLAY	750.00	750.00	0100020531 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
01E6#1705	DICK BLICK WEST	808.13	808.13	0100020531 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
01T 110 <b>of</b>			1,558.13		
<b>GL68P1662</b>	ARTURO J ADDEMAN	3,332.19	3,332.19	0100020531 4500	General-SiteAllo-Instrctn / Other Supplies : Non-Instructl
			3,332.19		
L68P1431	DENAULT S TRUE VALUE HARDWARE	500.00	500.00	0100020563 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			500.00		
L68P1373	<b>REEL LUMBER SERVICE</b>	2,000.00	2,000.00	0100020570 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			2,000.00		
L68P1036	DICK BLICK WEST	1,114.40	1,114.40	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1358	SCHOLASTIC	446.98	446.98	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1360	CDWG Inc	15.52	15.52	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1537	WARDS NATURAL SCIENCE	1,000.00	1,000.00	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1538	SMART & FINAL **SCHOOL SITES**	400.00	400.00	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1743	SPINITAR	326.43	326.43	$0100020574\ 4300$	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1746	CDW GOVERNMENT INC.	483.80	483.80	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
JL68P1792	BRAIN POP LLC	1,795.00	1,795.00	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
SL68X0037	AMAZON	114.09	114.09	0100020574 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
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	PURCHASI B	SE ORDER DI BOARD OF TRU	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO		PO	ACCOUNT	ACCOUNT	
NUMBER	VENDOR	TOTAL	AMOUNT	NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0100020574-4300	
			5,696.22		
L68P1307	WARDS NATURAL SCIENCE	359.81	359.81	0100020591 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68X0047	AMAZON	930.93	930.93	0100020591 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			1,290.74		
L68P1600	SCHOOL SPECIALTY	177.74	177.74	0100020630 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			177.74		
L68P1602	J W PEPPER-LOS ANGELES	500.00	500.00	0100020639 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			500.00		
L68P1375	SMART & FINAL **SCHOOL SITES**	3,200.00	3,200.00	0100020643 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
<sub>th</sub> L68P1747	GLIGA VIOLINS	2,379.00	2,379.00	0100020643 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
EX 13 ag			5,579.00		
1 1 1 1 2 1 3 7 0	CAPISTRANO SEWING & VACUUM CO	500.00	500.00	0100020657 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
016年1374	SMART & FINAL **SCHOOL SITES**	500.00	500.00	0100020657 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
5 B68P1376	WAL MART L.N.	600.00	600.009	0100020657 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
6 L68P1408	NASCO MODESTO A DIVISION OF	645.00	645.00	0100020657 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			2,245.00		
L68P1317	CDW GOVERNMENT INC.	571.62	571.62	0100020663 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
L68P1394	SMART & FINAL **SCHOOL SITES**	1,077.50	1,077.50	0100020663 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			1,649.12		
L68P1393	TEACHERS DISCOVERY	294.64	294.64	0100020668 4300	General-SiteAllo-Instrctn / Instruct Materials & Supplies
			294.64		
L68P1441	SPARKLETTS	500.00	500.00	0100020725 4500	General-SiteAllo-Sch Adm / Other Supplies : Non-Instructl
L68P1472	SHRED-IT USA LLC	500.00	500.00	0100020736 5800	General-SiteAllo-Sch Adm / Services & Operating Expend
			500.00		
SL68P1754	MEDCO SUPPLY MASUNE &	2.30	2.30	0100020763 4300	General-SiteAllo-CurAthlt / Instruct Materials & Supplies
of 9			2.30		
SL68P1340	CDWG Inc	1,342.57	1,342.57	0100021018 4400	General-SiteAllo-Instrctn / Non-Capitalized Equipment
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	PURCHASE O BOA	SE ORDER DE BOARD OF TRU	TAIL REPC STEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	VUED ***			0100021018-4400	
			1,342.57		
L68P1496	FOLLETT SCHOOL SOLUTIONS INC	397.60	397.60	0100040006 4114	General-Lib Abte-Instrctn / Textbooks: K-12
L68P1497	OXFORD UNIV PRESS	6,225.21	397.60 3,112.61 3,112.61	0100040008 4114	General-Lib Abte-Instrctn / Textbooks: K-12
L68P1611	PERMA-BOUND	855.97	855.97	0100040010 4114	General-Lib Abte-Instrctn / Textbooks: K-12
L68P1629	FOLLETT EDUCATIONAL SERVICES	228.00	228.00 228.00	0100040084 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
05914897 Page	FOLLETT EDUCATIONAL SERVICES	346.00	346.00 <b>346.00</b>	0100040087 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
110 110 110 110 110 110 110	FOLLETT EDUCATIONAL SERVICES	38.00	38.00 <b>38.00</b>	0100040089 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
61219 5	FOLLETT EDUCATIONAL SERVICES	301.00	301.00 <b>301.00</b>	0100040090 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1411	FOLLETT EDUCATIONAL SERVICES	<b>00.</b> 66	00.66 00.66	0100040093 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1218	FOLLETT EDUCATIONAL SERVICES	251.00	251.00 251.00	0100040096 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1631	FOLLETT EDUCATIONAL SERVICES	252.00	252.00 252.00	0100040098 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1216	FOLLETT EDUCATIONAL SERVICES	196.00	196.00 <b>196.00</b>	0100040104 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
L68P1514	FOLLETT EDUCATIONAL SERVICES	203.00	203.00 203.00	0100040106 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
96614891 23 of 935	FOLLETT EDUCATIONAL SERVICES	265.00	265.00 265.00	0100040110 4200	General-Lib Abte-Libr&Med / Books & Reference Materials
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	PURCHASE BG	CORDER DI	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1253	CDW GOVERNMENT INC.	1,401.14	1,401.14	0100100004 4405	General-EdBudget-SupvAdmn / Non-Capitalized Equip: Non-In
L68X0055	DISCPROILE.COM TALENTGEAR.COM	1,303.50	1,401.14	0100100004 4500	General-EdBudget-SupvAdmn / Other Supplies : Non-Instructl
L68P1679	OCDE	225.00	1,303.50 225.00	0100100004 5216	General-EdBudget-SupvAdmn / Conference : Non-Instructional
L68P1668 L68P1770	SILICON VALLEY MATHEMATICS HANOVER RESEARCH COUNCIL	6,000.00 47,000.00	6,000.00 6,000.00 63,000.00 53,000.00	0100100004 5800 0100100004 5800	General-EdBudget-SupvAdmn / Services & Operating Expend General-EdBudget-SupvAdmn / Services & Operating Expend
60108 Page	DECISION INSITE	4,887.50	4,887.50	0100100004 5815	General-EdBudget-SupvAdmn / Consulting Services: Non-Instr
8000 XI HBI 15 of 1 ge 13	JOSTENS	307.22	307.22	0100100005 4500	General-EdBudget-SupvAdmn / Other Supplies : Non-Instructl
69514697 T 1097 T 59	VERIZON WIRELESS	912.24	912.24 912.24	0100100033 5900	General-EdBudget-GuidCnsl / Communications
L68P1643	ILLUMINATE EDUCATION INC.	399.00	399.00	0100100037 5216	General-EdBudget-PuplTest / Conference : Non-Instructional
L68P1649	MIND RESEARCH INSTITUTE	7,180.00	7,180.00	0100100044 5800	General-EdBudget-Instrctn / Services & Operating Expend
L68R0076	SARGENT-WELCH SCIENTIFIC	160.12	160.12 160.12	01001001104300	General-EdBudget-Instrctn / Instruct Materials & Supplies
L68P1580	NATHANJAFFAN PHOTOGRAPHY	197.60	197.60 197.60	0100100173 4500	General-EdBudget-Sch Adm / Other Supplies : Non-Instructl
L68P1666	CULVER-NEWLIN	5,529.20	5,529.20	0104000068 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
01410 24 of 9	ALISO PRINT	538.75	538.75	0104000078 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
CL68P1768	DUDS BY DUDES	1,275.77	1,275.77	0104000081 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
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	PURCHAS	SE ORDER D BOARD OF TRI	ETAIL REPOUSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0104000081-4500	
			1,275.77		
L68P1433	COX COMMUNICATIONS	36.81	36.81	010400098 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68P1516	SCHOOL HEALTH CORPORATION	225.40	225.40	$010400098\ 4500$	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
			262.21		
L68P1598	CUSTOM SIGNS INC	8,079.53	8,079.53	0104000104 4405	General-Gifts-Sch Adm / Non-Capitalized Equip: Non-Ins
			8,079.53		
L68P1378	24HOURWRISTBANDS	207.47	207.47	0104000130 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
L68P1469	CSM INTERNATIONAL	129.03	129.03	0104000130 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
			336.50		
<mark>ы</mark> L68P1707	<b>ORIENTAL TRADING CO</b>	32.30	32.30	0104000302 4300	General-Gifts-Instruct / Instruct Materials & Supplies
EX 16 ag			32.30		
	TOP HAT BALLOON WERKS	74.81	74.81	0104000302 4500	General-Gifts-Instrctn / Other Supplies : Non-Instructl
BIT 110 <b>1 o</b> 1			74.81		
5 L68 1354	CDWG Inc	775.50	775.50	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
6 L68P1355	PC & MACEXCHANGE	1,050.56	1,050.56	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1419	<b>GOLDEN STAR TECHNOLOGY INC.</b>	350.00	350.00	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1436	CDWG Inc	8,070.85	8,070.85	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1453	DM COLOR EXPRESS	1,500.00	1,500.00	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1531	GOPHER ATHLETIC	351.40	351.40	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1535	GANAHL LUMBER	2,000.00	2,000.00	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1648	<b>COX COMMUNICATIONS</b>	200.00	200.00	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68R0015	<b>PREMIER SCHOOL AGENDAS</b>	1,571.75	1,571.75	0104000303 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
			15,870.06		
L68P1620	<b>CAMPCO RECREATION</b>	32,966.11	32,966.11	0104000303 5800	General-Gifts-Instrctn / Services & Operating Expend
			32,966.11		
L68P1513	LAKESHORE LEARNING MATERIALS	869.06	869.06	0104000305 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
5 of			869.06		
SL68P1529	COSTCO WHOLESALE	2,000.00	2,000.00	0104000307 4300	General-Gifts-Instrctn / Instruct Materials $\&$ Supplies
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	PURCHASI B	SE ORDER DI BOARD OF TRU	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0104000307-4300	
			2,000.00		
L68P1306	THINKING MAPS INC	5,400.00	5,400.00	0104000312 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1731	THINKING MAPS INC	53.11	53.11	0104000312 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
			5,453.11		
L68P1726	PALI MOUNTAIN INSTITUTE	42,041.00	42,041.00	0104000322 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
			42,041.00		
L68P1442	LEXIA LEARNING SYSTEMS LLC	7,650.00	7,650.00	0104000324 5800	General-Gifts-Instrctn / Services & Operating Expend
			7,650.00		
00517801	THOUSAND FINES OUTDOOK SCHOOL	23,302.80	23,302.80	0104000333 3840	General-Gifts-Instrctn / Services: Field Trip: Fee Based
Pa		10 001	00.200,02		
98517XH 17 0 17 0 19 0 19 0 19 0 19 0 19 0 19 0 19 0 19	LAKESHORE LEARNING MATERIALS	490.31	490.31	0104000341 4300	General-Gifts-Instruct / Instruct Materials & Supplies
IB of 1 <b>15</b>			15.044		
00 0f	MEET THE MASTERS INC	1,000.00	1,000.00	0104000341 5800	General-Gifts-Instrctn / Services & Operating Expend
4 <b>59</b>			1,000.00		
L68P1491	<b>IRVINE RANCH OUTDOOR ED CENTER</b>	1,000.00	1,000.00	0104000344 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
			1,000.00		
L68P1058	CDWG Inc	8,804.57	8,804.57	0104000346 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1326	<b>GOLDEN STAR TECHNOLOGY INC.</b>	350.00	350.00	0104000346 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
			9,154.57		
L68P1322	PC & MACEXCHANGE	1,050.56	1,050.56	$0104000346\ 4400$	General-Gifts-Instrctn / Non-Capitalized Equipment
			1,050.56		
L68P1324	CDWG Inc	846.00	846.00	0104000346 5800	General-Gifts-Instrctn / Services & Operating Expend
			846.00		
L68P1541	CDW GOVERNMENT INC.	29,080.80	29,080.80	0104000349 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
2			29,080.80		
oL68P1212	OCEAN INSTITUTE	11,960.00	11,960.00	0104000349 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
·93			11,960.00		
<sup>CL68P1761</sup>	MEET THE MASTERS INC	1,000.00	1,000.00	0104000351 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
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	PURCHASI B	SE ORDER DI BOARD OF TRI	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0104000351-4300	
			1,000.00		
L68P1522	OCEAN INSTITUTE	430.00	430.00	0104000363 5840	General-Gifts-Instrctn / Services:Field Trip: Fee Based
			430.00		
L68P1734	CDWG Inc	1,539.98	1,539.98	0104000377 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
			1,539.98		
L68P1534	VEX ROBOTICS INC	1,820.01	1,820.01	0104000379 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1540	CDWG Inc	2,201.14	2,201.14	0104000379 4300	General-Gifts-Instruct / Instruct Materials & Supplies
L68P1561	CAMCOR INC	77.00	77.00	0104000379 4300	General-Gifts-Instruct / Instruct Materials & Supplies
			4,098.15		
L68P1543	CDWG Inc	211.50	211.50	0104000379 5800	General-Gifts-Instrctn / Services & Operating Expend
b L6811599	LEARNING A-Z	1,698.00	1,698.00	0104000379 5800	General-Gifts-Instrctn / Services & Operating Expend
(HI 8 of 3 <b>e 1</b>			1,909.50		
0月10864	CDW GOVERNMENT INC.	517.00	517.00	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
68E1389 5 E68E1389	GOPHER ATHLETIC	396.12	396.12	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
6 L68P1398	CDW GOVERNMENT INC.	3,911.42	3,911.42	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1428	SCHOLASTIC	3,730.33	3,730.33	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1783	<b>VEX ROBOTICS INC</b>	288.64	288.64	0104000383 4300	General-Gifts-Instructn / Instruct Materials & Supplies
L68P1795	CDW GOVERNMENT INC.	5,380.57	5,380.57	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68R0017	WEST COAST ARBORISTS INC.	4,000.00	4,000.00	0104000383 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68X0031	ANDERSON S	351.69	351.69	0104000383 4300	General-Gifts-Instruct / Instruct Materials & Supplies
			18,839.76		
L68P1530	CDW GOVERNMENT INC.	2,017.08	2,017.08	0104000383 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
			2,017.08		
L68P1399	CDWG Inc	376.00	376.00	0104000383 5800	General-Gifts-Instrctn / Services & Operating Expend
L68P1438	MEET THE MASTERS INC	7,858.93	7,858.93	0104000383 5800	General-Gifts-Instrctn / Services & Operating Expend
CL68P1487	<b>CALIFORNIA WEEKLY EXPLORER INC</b>	2,220.00	2,220.00	0104000383 5800	General-Gifts-Instrctn / Services & Operating Expend
7 of			10,454.93		
GL68P1497	<b>OXFORD UNIV PRESS</b>	6,225.21	3,112.60	0104000431 4150	General-Gifts-Instrctn / 9-12 Textbooks
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	PURCHAS	PURCHASE ORDER DI BOARD OF TRI	DETAIL REPORT BY FUN RUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0104000431-4150	
			3,112.60		
L68X0034	UC REGENTS	300.00	300.00	0104000435 5215	General-Gifts-Instrctn / Conference : Instructional
			300.00		
L68P1330	CDWG Inc	9,782.85	9,782.85	0104000439 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1334	<b>GOLDEN STAR TECHNOLOGY INC.</b>	350.00	350.00	0104000439 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1335	CDWG Inc	1,012.85	1,012.85	0104000439 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1353	ACORN MEDIA	265.07	265.07	0104000439 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
			11,410.77		
L68P1337	PC & MACEXCHANGE	1,050.56	1,050.56	0104000439 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
F			1,050.56		
0821230 Page	TRIARCO ARTS & CRAFTS LLC DBA	87.97	87.97	0104000444 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
HI of 1			87.97		
0 1592	PITSCO INC.	160.60	160.60	0104000461 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
5 E6821607	WOODWORKER'S SUPPLY INC	266.63	266.63	0104000461 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
9			427.23		
L68P1740	WAL MART L.N.	500.00	500.00	0104000465 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
L68P1752	WARDS MEDIA TECH	660.42	660.42	0104000465 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
			1,160.42		
L68P1738	2NDGEAR LLC	231.66	231.66	0104000465 4400	General-Gifts-Instrctn / Non-Capitalized Equipment
			231.66		
L68X0048	AMAZON	79.71	79.71	0104000466 4300	General-Gifts-Instrctn / Instruct Materials & Supplies
			79.71		
L68P1349	SPARKLETTS	900.00	900.006	0104000601 4500	General-Gifts-Sch Adm / Other Supplies : Non-Instructl
			900.006		
L68P1511	PRUDENTIAL OVERALL SUPPLY	1,293.00	1,293.00	0104000601 5800	General-Gifts-Sch Adm / Services & Operating Expend
28 a			1,293.00		
f 1022	ZONAR	128,395.03	128,395.03	0105010005 6405	General-15-16 1x-PuplTran / Furniture & Equip:Non-Instruct
35			128,395.03		
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	PURCHAS	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPO JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68R0074	ALBUM CREATIVE STUDIOS INC	29,600.00	29,600.00	0105010007 5800	General-15-16 1x-Pub Info / Services & Operating Expend
L68P1464	BLUE RIBBON TECHNOLOGIES LLC	16,188.00	<b>29,600.00</b> 16,188.00	0105010009 5800	General-15-16 1x-Prsnl:HR / Services & Operating Expend
L68R0039	R. JENSEN CO INC	35,500.00	<b>16,188.00</b> 35,500.00	0105010087 6170	General-15-16 1x-Fac Acq / Site Improvement:Construction
L68P1351	LRP PUBLICATIONS	293.49	<b>35,500.00</b> 293.49	0105040002 5800	General-504/StSr-SupvAdmn / Services & Operating Expend
L68P1672	COSTCO S.J.C.	507.50	<b>293.49</b> 507.50	0105040004 4500	General-504/StSr-HlthServ / Other Supplies : Non-Instructl
0034 Dage Page	GOODWILL INDUSTRIES OF ORANGE	100,000.00	<b>507.50</b> 100,000.00	0105040005 5810	General-504/StSr-Instrctn / Consulting Services
HIB 0 of H0 18 of	SIGMANET	20,794.00	<b>100,000.00</b> 20,794.00	0107500006 5800	General-TechEnhn-Instrctn / Services & Operating Expend
92000000000000000000000000000000000000	SIGMANET	26,204.00	26,204.00 46,998.00	010/200006 2800	General-1 echEnhn-Instrctn / Services & Operating Expend
L68X0056	AMAZON	49.43	49.43 <b>49.43</b>	0107900003 4500	General-LCFFSupp-SupvAdmn / Other Supplies : Non-Instructl
L68P1424	GOBO LLC	5,995.00	4,000.00	0107900003 5800	General-LCFFSupp-SupvAdmn / Services & Operating Expend
L68P1721	EDUCATIONAL DATA SYSTEMS	962.42	962.42	0107900004 4500	General-LCFFSupp-SupvAdmn / Other Supplies : Non-Instructl
L68P1641 L68P1661	CASC CONFERENCE OCDE	8,723.00 1,045.00	8,723.00 1,045.00	0107900013 5216 0107900013 5216	General-LCFFSupp-GuidCnsl / Conference : Non-Instructional General-LCFFSupp-GuidCnsl / Conference : Non-Instructional
L68A0054	VINCENT A POMPEI	1,660.00	<b>9,768.00</b> 1,660.00	0107900031 5800	General-LCFFSupp-SupvAdmn / Services & Operating Expend
9 of 935	AMAZON	356.89	1,660.00 356.89 356.89	0107900252 4500	General-LCFFSupp-SupvAdmn / Other Supplies : Non-Instructl
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	PURCHA	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC USTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1424 L68P1769	GOBO LLC DOCUMENT TRACKING SERVICES	5,995.00 5,000.00	1,995.00 5,000.00 6 005 00	0107900252 5800 0107900252 5800	General-LCFFSupp-SupvAdmn / Services & Operating Expend General-LCFFSupp-SupvAdmn / Services & Operating Expend
L68A0059	CONTEMPORARY SERVICES CORP.	8,620.00	8,620.00 8,620.00	0109860006 5800	General-Bill/Inv-Enterprs / Services & Operating Expend
L68A0027	CONTEMPORARY SERVICES CORP.	20,000.00	20,000.00	0109860010 5800	General-Bill/Inv-Enterprs / Services & Operating Expend
L68A0058	CONTEMPORARY SERVICES CORP.	30,000.00	30,000.00 30,000.00	0109860015 5800	General-Bill/Inv-Enterprs / Services & Operating Expend
TERR0027 Pag	XEROX CORPORATION	2,024.62	2,024.62 2.024.62	0109860020 4400	General-Bill/Inv-Enterprs / Non-Capitalized Equipment
0900 XISBBI 21 of 11 ge 19 o	CONTEMPORARY SERVICES CORP.	10,000.00	10,000.00 10.000.00	0109860020 5800	General-Bill/Inv-Enterprs / Services & Operating Expend
0113 0139 0139	DANNIS WOLIVER KELLEY	19,579.00	19,579.00 <b>19,579.00</b>	0109990016 5820	General-DW Adjst-Gen Adm / Legal Services
L68P1220	HENRY SCHEIN INC/MBM	3,994.38	3,994.38 <b>3.994.38</b>	0111000156 4300	General-CoCurric-CurAthlt / Instruct Materials & Supplies
L68P1440	EZ FLEX SPORT MATS	7,541.43	7,541.43	0111000166 4300	General-CoCurric-CurAthlt / Instruct Materials & Supplies
L68P1521 L68P1642	BSN SPORTS BSN SPORTS	2,746.64 1,604.22	2,746.64 1,604.22	0111000171 4300 0111000171 4300	General-CoCurric-CurAthlt / Instruct Materials & Supplies General-CoCurric-CurAthlt / Instruct Materials & Supplies
L68P1663	MEDCO SUPPLY MASUNE &	4,000.00	4,000.00	0111000176 4300	General-CoCurric-CurAthlt / Instruct Materials & Supplies
100 <b>L68P1421</b>	COSTCO S.J.C.	253.75	253.75	0130100028 4500	General-Title I-PrntPart / Other Supplies : Non-Instructl
6£114891935	SMART & FINAL **SCHOOL SITES**	1,000.00	253.75 1,000.00 <b>1,000.00</b>	0130100030 4300	General-Title I-PrntPart / Instruct Materials & Supplies
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	PURCHAS	SE ORDER DI BOARD OF TRI	R DETAIL REPORT BY FUN TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	P0 TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1793	CDW GOVERNMENT INC.	1,539.98	1,539.98 1.539.98	0130100041 4500	General-Title I-Sch Adm / Other Supplies : Non-Instructl
L68P1468 L68P1480	SMART & FINAL **SCHOOL SITES** SMART & FINAL **SCHOOL SITES**	600.00 600.00	00.009 00.009	0130100045 4500 0130100045 4500	General-Title I-Sch Adm / Other Supplies : Non-Instructl General-Title I-Sch Adm / Other Supplies : Non-Instructl
L68P1697	SMART & FINAL **SCHOOL SITES**	200.00	1,200.00 200.00	0130100077 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1320	CUSD - PARENT MILEAGE REIMBURS	3,700.00	3,700.00 3,700.00	0130100078 5800	General-Title I-Instrctn / Services & Operating Expend
99008 EX 2 Pag	S.T.A.R. ACADEMY	10,000.00	10,000.00 <b>10,000.00</b>	0130100078 5810	General-Title I-Instrctn / Consulting Services
2 of 11 ge 20 o	FOLLETT SCHOOL SOLUTIONS INC	501.81	501.81 <b>501.81</b>	0130100079 4300	General-Title I-Instrctn / Instruct Materials & Supplies
<b>5</b> L68P1284 L68P1587	CAROLINA BIOLOGICAL SUPP SCHOLASTIC	1,088.92 335.23	1,088.92 335.23	0130100089 4300 0130100089 4300	General-Title I-Instrctn / Instruct Materials & Supplies General-Title I-Instrctn / Instruct Materials & Supplies
L68P1762	GOPHER ATHLETIC	991.61	501.90 <b>1,926.05</b>	0130100089 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1622	UC REGENTS	1,050.00	1,050.00 1,050.00	0130100089 5215	General-Title I-Instrctn / Conference : Instructional
L68P1794	ROBOTICS EDUCATION & COMPETITI	261.63	261.63 261.63	0130100089 5800	General-Title I-Instrctn / Services & Operating Expend
L68P0980 L68P1347	TIME FOR KIDS NATIONAL GEOGRAPHIC LEARNING	986.74 1.213.71	986.74 1.213.71	0130100094 4300 0130100094 4300	General-Title I-Instrctn / Instruct Materials & Supplies General-Title I-Instrctn / Instruct Materials & Sumplies
L68P1403	CDW GOVERNMENT INC.	6,520.26	6,520.26	0130100094 4300	General-Title I-Instrctn / Instruct Materials & Supplies
L68P1485	SMART & FINAL **SCHOOL SITES**	250.00	250.00	0130100094 4300	General-Title I-Instructn / Instruct Materials & Supplies
L68P1486 gL68P1566	DENAULT S HARDWAKE CDW GOVERNMENT INC.	300.00 347.37	300.00 127.88	01301000944300 $01301000944300$	General-Title I-Instrctn / Instruct Materials & Supplies General-Title I-Instrctn / Instruct Materials & Supplies
8E91489755	NSTA	00.66	00.66	0130100094 4300	General-Title I-Instrctn / Instruct Materials & Supplies
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	PURCHASI B	<b>E ORDER DI</b> OARD OF TRU	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0130100094-4300	
			9,497.59		
L68P1554	UNIVERSITY OF OREGON	350.00	350.00	0130100094 5300	General-Title I-Instrctn / Dues and Memberships
			350.00		
L68P1566	CDW GOVERNMENT INC.	347.37	219.49	0130100094 5600	General-Title I-Instrctn / Rentals, Leases & Repairs
L68P1786	CDW GOVERNMENT INC.	406.27	406.27	01301000964300	General-Title I-Instrctn / Instruct Materials & Supplies
			406.27		
L68P1579	LEARNING A-Z	3,113.06	3,113.06 <b>3,113.06</b>	0130100098 4300	General-Title I-Instrctn / Instruct Materials & Supplies
1851d897 Page	CDWG Inc	1,619.63	1,619.63 1,619.63	0130100100 4400	General-Title I-Instrctn / Non-Capitalized Equipment
5651 BIT 3 of 110 e 21 of	READ NATURALLY	1,150.00	1,150.00 1,150.00	0130100102 4300	General-Title I-Instrctn / Instruct Materials & Supplies
<b>616811624</b>	WHY TRY INC	599.00	599.00 <b>599.00</b>	0130100225 5810	General-Title I-Instrctn / Consulting Services
L68R0093	TRACK TECHNOLOGY SYSTEMS INC	1,101.39	1,101.39 1,101.39	0130100228 4400	General-Title I-InstTech / Non-Capitalized Equipment
L68P1609	CDW GOVERNMENT INC.	1,636.72	1,636.72	0130100231 4300	General-Title I-Sch Adm / Instruct Materials & Supplies
T 68D1587		117 78		0133110004 4500	Ganaral Driv/ICD Sunv/Admn / Othar Sunnliae · Non Instruct
L68P1701	OFFICE DEPOT	26.39	142.20 26.39	0133110004 4500	General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
L68P1714	SCHOOL OUTFITTERS.COM	144.70	144.70	0133110004 4500	General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
L68P1722	CDW GOVERNMENT INC.	34.04	34.04	0133110004 4500	General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
L68X0063	AMAZON	62.45	62.45	0133110004 4500	General-PrivISP-SupvAdmn / Other Supplies : Non-Instructl
3			409.86		
1200F890021	EDUCATIONAL BASED SERVICES INC	50,000.00	12,499.50 12,499.50	0133200024 5801	General-Loc Prsc-NPA / Non-Public Agency
of 1593	R J COOPER & ASSOC INC	15.00	15.00	0133200027 4300	General-Loc Prsc-SEOthIns / Instruct Materials & Supplies
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# PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017

TO 09/20/2017 FROM 08/24/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0133200027-4300	
			15.00		
L68X0060	AMAZON	65.67	65.67	0133200031 4500	General-Loc Prsc-Sch Adm / Other Supplies : Non-Instructl
			65.67		
L68P1656	DANMAR PRODUCTS INC	152.53	152.53	0133200036 4500	General-Loc Prsc-HlthServ / Other Supplies : Non-Instructl
			152.53		
L68A0075	HEAR NOW	35,000.00	6,249.75 6,240.75	0133200039 5801	General-Loc Prsc-Spch Aud / Non-Public Agency
L68A0075	HEAR NOW		5,000.50	0133860021 5101	General-StErlyIn-Spch Aud / Subagreement NPA
			5,000.50		
52008897 24 Page	HEAR NOW		6,249.75 6,249.75	0133860021 5801	General-StErlyIn-Spch Aud / Non-Public Agency
	COSTCO S.J.C.	1,015.00	1,015.00	0134100005 4300	General-DRTPP-SEOthIns / Instruct Materials & Supplies
IT 10 <b>of</b>			1,015.00		
6 L68P1362	SADDLEBACK COLLEGE	2,240.00	2,016.00 2.016.00	0134100008 4500	General-DRTPP-SupvAdmn / Other Supplies : Non-Instructl
L68P1416	APPLE INC	376.59	376.59	0135550002 4300	General-VEA-Instrctn / Instruct Materials & Supplies
			376.59		
L68R0021	SWEETWATER SOUND	3,625.29	3,625.29	0135550007 4300	General-VEA-Instrctn / Instruct Materials & Supplies
			3,625.29		
L68P1409	SMART & FINAL **SCHOOL SITES**	1,000.00	1,000.00	0135550010 4300	General-VEA-Instrctn / Instruct Materials & Supplies
			1,000.00		
L68P1778	B & H PHOTOGRAPHY	2,132.44	2,132.44	0135550023 4300	Instructional material-LFMS / Instruct Materials & Supplies
			2,132.44		
L68P1653	<b>CENGAGE LEARNING</b>	11,647.79	11,647.79	0142030022 4300	General-TIII LEP-Instrctn / Instruct Materials & Supplies
33			11,647.79		
o L68A0065	S.T.A.R. ACADEMY	7,260.00	7,260.00	0145100014 5810	General-Ind Ed-Instrctn / Consulting Services
OTTOPOOTO	THE COLLEGE BLUERKINT	00.000.0	00.000°,0	0166 4100016410	General-Ind Ed-Insurcin / Consulung Services
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	PURCHAS	PURCHASE ORDER DI BOARD OF TRI	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT rrustees meeting 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0145100014-5810	
L68R0034	SOCIAL THINKING PUBLISHING	131.27	13,560.00 131.27 131.27	0156400063 4300	General-Medi-Cal-SEOthIns / Instruct Materials & Supplies
L68P1619	CAMPCO RECREATION	162,246.00	162,246.00 162,246.00	0160100034 5810	General-AftSchLr-Instrctn / Consulting Services
L68R0084	SCHNEIDER ELECTRIC BUILDINGS	30,988.39	1,859.26	0162300009 6200	General-CAEnergy-Fac Acq / Building & Building Improvemts
L68R0068 L68R0075	CJK CONSTRUCTION MANAGEMENT GOVERNMENT FINANCIAL	250,000.00 9,000.00	250,000.00 9,000.00	0162300010 6200 0162300010 6200	General-CAEnergy-Fac Acq / Building & Building Improvemts General-CAEnergy-Fac Acq / Building & Building Improvemts
Page	SCHNEIDER ELECTRIC BUILDINGS	30,988.39	<b>259,000.00</b> 4,648.27	0162300011 6200	General-CAEnergy-Fac Acq / Building & Building Improvemts
11B#0 4 of 110 23 of 5	SCHNEIDER ELECTRIC BUILDINGS		4,648.27	0162300012 6200	General-CAEnergy-Fac Acq / Building & Building Improvemts
L68R0084	SCHNEIDER ELECTRIC BUILDINGS		<b>4,648.2</b> 7 6,817.45	0162300013 6200	General-CAEnergy-Fac Acq / Building & Building Improvemts
L68R0084	SCHNEIDER ELECTRIC BUILDINGS		6,197.69	0162300014 6200	General-CAEnergy-Fac Acq / Building & Building Improvemts
L68R0084	SCHNEIDER ELECTRIC BUILDINGS		6,197.69 6,817.45	0162300015 6200	General-CAEnergy-Fac Acq / Building & Building Improvemts
L68P1400 L68X0033	SOLUTION TREE INC SOLUTION TREE INC	410.58 283.01	<b>410.58</b> 283.01	0162640002 4500 0162640002 4500	General-EducEffc-SupvAdmn / Other Supplies : Non-Instructl General-EducEffc-SupvAdmn / Other Supplies : Non-Instructl
L68A0138	LEVERAGE LEARNING GROUP INC	66,000.00	<b>693.59</b> 66,000.00	0162640003 5800	General-EducEffc-SupvAdmn / Services & Operating Expend
74 of 9	SOLUTION TREE INC	6,690.00	6,021.00 6,021.00	0162640006 5216	General-EducEffc-Sch Adm / Conference : Non-Instructional
<sup>52</sup> L68P1694	SOLUTION TREE INC		669.00	0162640020 5215	General-EducEffc-Instrctn / Conference : Instructional
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		DUAND OF INCOLEES MEETING INTI/2011			1107/07/60 OI 1107/ <del>17</del> /00 INOVI
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0162640020-5215	
			00.699		
L68P1748	ANYPROMO INC	666.87	110.98	0162640025 4500	General-EducEffc-SupvAdmn / Other Supplies : Non-Instructl
			110.98		
L68P1434	SOLUTION TREE INC	27,200.00	27,200.00	0162640027 5810	General-EducEffc-StDev In / Consulting Services
			27,200.00		
L68P1392	<b>CENGAGE LEARNING</b>	632.91	632.91	01630000104140	General-Lott:IM-Instrctn / K-8 Textbooks
L68P1612	<b>CENGAGE LEARNING</b>	187.22	187.22	01630000104140	General-Lott:IM-Instrctn / K-8 Textbooks
L68P1616	<b>CENGAGE LEARNING</b>	4,836.58	4,836.58	01630000104140	General-Lott:IM-Instrctn / K-8 Textbooks
L68P1617	<b>CENGAGE LEARNING</b>	423.90	423.90	01630000104140	General-Lott:IM-Instrctn / K-8 Textbooks
ł			6,080.61		
b L6871383	BETTERCHINESE	743.48	743.48	0163000010 5800	General-Lott:IM-Instrctn / Services & Operating Expend
KHI 6 of 5 <b>e 2</b>			743.48		
1143 1143 1143	<b>CENGAGE LEARNING</b>	1,889.89	1,889.89	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
5 E6821231	MCGRAW-HILL SCHOOL EDUCATION	1,124.23	1,124.23	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
6 L68P1484	<b>PEARSON EDUCATION INC</b>	135.40	135.40	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68P1495	<b>PEARSON EDUCATION INC</b>	406.18	406.18	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68P1498	HAESE & HARRIS PUBLICATIONS	383.10	383.10	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68P1499	FOLLETT EDUCATIONAL SERVICES	873.58	873.58	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68X0038	AMAZON	381.11	381.11	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68X0039	AMAZON	1,151.08	1,151.08	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68X0041	AMAZON	387.79	387.79	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68X0042	AMAZON	384.41	384.41	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68X0043	AMAZON	228.34	228.34	0163000018 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
			7,378.53		
L68P1214	VERNIER SOFTWARE	1,808.91	1,808.91	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
L68P1444	BULK OFFICE SUPPLY	2,097.76	2,097.76	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
GL68P1536	<b>BIO CORPORATION</b>	475.07	475.07	0163000018 4300	General-Lott:IM-Instrctn / Instruct Materials & Supplies
of 93			4,381.74		
GL68P0224	VANTAGE LEAKNING	200.00	200.00	0163000034 4140	General-Lott:IM-Instrctn / K-8 Textbooks
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	PURCHAS	PURCHASE ORDER DI BOARD OF TRU	DETAIL REPORT BY FUN RUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO <u>NUMBER</u>	VENDOR	P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0163000034-4140	
			200.00		
L68P1250	FLORIDA VIRTUAL SCHOOL	803.40	803.40 803.40	0163000036 4150	General-Lott:IM-Instrctn / 9-12 Textbooks
L68R0043	PACIFIC PLUMBING COMPANY OF	14,532.20	14,532.20 14,532.20	0163870003 5800	General-CTEIG-Instrctn / Services & Operating Expend
L68P1405	COLLEGE AND CAREER ADVANTAGE	1,000,000.00	1,000,000.00 1,000,000.00	0163870018 7283	General-CTEIG-IntrAgnc / All Other Transfers to JPA's
L68P1266	GILBERT & STEARNS INC	18,473.94	18,473.94 <b>18,473.94</b>	0163870024 5605	General-CTEIG-RR:Bldgs / Rental, Leases & Repairs:Other
80014891 EX 27 Page	DEWEYS HOME APPLIANCES	926.60	926.60 926.60	0163870031 6400	General-CTEIG-Instrctn / Furniture & Equipment:Instruct
0691 BB391 25 of 59	ORANGE COUNTY DEPT OF EDUC AMAZON	138.90 387.90	138.90 387.90 <b>526.80</b>	0165000009 4500 0165000009 4500	General-Spec Ed-SupvAdmn / Other Supplies : Non-Instructl General-Spec Ed-SupvAdmn / Other Supplies : Non-Instructl
L68P1765	CA CASE	50.00	50.00 <b>50.00</b>	0165000009 5216	General-Spec Ed-SupvAdmn / Conference : Non-Instructional
L68A0029 L68A0030 L68A0031	HATCH & CESARIO ATTY S AT LAW HARBOTTLE LAW GROUP A BEST BEST & KRIEGER LLP	100,000.00 200,000.00 100,000.00	100,000.00 200,000.00 100,000.00	0165000095820 0165000095820 0165000095820	General-Spec Ed-SupvAdmn / Legal Services General-Spec Ed-SupvAdmn / Legal Services General-Spec Ed-SupvAdmn / Legal Services
L68P1601	ORANGE COUNTY DEPT OF EDUC	4,646.92	<b>400,000.00</b> 4,646.92 <b>4.646.92</b>	0165000016 5800	General-Spec Ed-SupvAdmn / Services & Operating Expend
L68X0061	AMAZON	274.76	274.76	0165000018 4500	General-Spec Ed-StDev In / Other Supplies : Non-Instructl
L68P1637 29 U68P1637	SPARKLETTS SPARKLETTS	2,300.00 300.00	2,300.00 300.00 2,600.00	0165000020 4500 0165000020 4500	General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl General-Spec Ed-Sch Adm / Other Supplies : Non-Instructl
SUL68P1632	SOUTHERN OREGON EDUCATION SERV	72.42	43.45	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
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	PURCHAS	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1652	NCS PEARSON INC.	193.11	115.87	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68P1654	HOUGHTON MIFFLIN HARCOURT	3,050.31	1,830.18	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68R0048	NCS PEARSON INC.	3,055.26	1,860.84	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68R0081	NCS PEARSON INC.	3,055.26	1,833.15	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
L68X0054	AMAZON	85.98	51.59	0165000029 4500	General-Spec Ed-PsychSer / Other Supplies : Non-Instructl
			5,735.08		
L68A0041	MOORE, BETH	35,000.00	17,500.00	0165000034 5815	General-Spec Ed-HlthServ / Consulting Services: Non-Instr
			17,500.00		
L68P1671	WESTERN PSYCHOLOGICAL SERVICES	2,072.40	2,072.40	01650000364500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
L68P1699	ACADEMIC THERAPY PUBL	471.00	471.00	01650000364500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
00214891 Pa	NCS PEARSON INC.	477.75	477.75	01650000364500	General-Spec Ed-Spch Aud / Other Supplies : Non-Instructl
28 o ge			3,021.15		
26 10 172	GOODWILL INDUSTRIES OF ORANGE	40,000.00	15,001.00	0165000086 5110	General-Spec Ed-Aid:Inst / Subagreement Instruc Consult
T 4 10 of 5			15,001.00		
6900887069	STAFFREHAB	17,600.00	17,600.00	0165000086 5801	General-Spec Ed-Aid:Inst / Non-Public Agency
			17,600.00		
L68A0125	GOODWILL INDUSTRIES OF ORANGE	40,000.00	24,999.00	0165000086 5810	General-Spec Ed-Aid:Inst / Consulting Services
			24,999.00		
L68A0084	<b>BEACON DAY SCHOOL</b>	125,323.49	100,324.49	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0090	MARDAN SCHOOL	35,628.00	10,629.00	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0093	MARDAN SCHOOL	35,449.86	10,450.86	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0095	MARDAN SCHOOL	35,449.86	10,450.86	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0096	MARDAN SCHOOL	37,188.00	12,189.00	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0097	MARDAN SCHOOL	36,888.00	11,889.00	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0098	MARDAN SCHOOL	37,969.86	12,970.86	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
L68A0104	<b>OCEANVIEW SCHOOL</b>	43,290.00	18,291.00	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
ZL68A0105	<b>OCEANVIEW SCHOOL</b>	42,120.00	17,121.00	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
JL68A0106	<b>OCEANVIEW SCHOOL</b>	43,956.00	18,957.00	016500092 5102	General-Spec Ed-NPS / Subagreement NPS
GL68A0115	MARDAN SCHOOL	2,715.00	2,715.00	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS
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## PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT **BOARD OF TRUSTEES MEETING 10/11/2017**

TO 09/20/2017 FROM 08/24/2017

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	
L68A0116	MARDAN SCHOOL	1,260.00	1,260.00	0165000092 5102	General-Spec Ed-NPS / Subagreement NPS	
L68A0123	<b>OCEANVIEW SCHOOL</b>	32,076.00	7,077.00	016500092 5102	General-Spec Ed-NPS / Subagreement NPS	
			245,181.78			
L68A0078	NEW HAVEN YOUTH & FAMILY	142,320.00	2,901.00	0165000092 5103	General-Spec Ed-NPS / Subagreement RTC	
L68A0089	WOODWARD ACADEMY	108,953.00	3,626.00	016500092 5103	General-Spec Ed-NPS / Subagreement RTC	
			6,527.00			
L68A0082	<b>BLIND CHILDREN S LEARNING</b>	12,333.45	12,333.45	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0084	<b>BEACON DAY SCHOOL</b>	125,323.49	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0085	NEW HAVEN YOUTH & FAMILY	16,065.00	16,065.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0086	NEW HAVEN YOUTH & FAMILY	18,522.00	18,522.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
<b>2800₩97</b> Pa	NEW HAVEN YOUTH & FAMILY	17,343.00	17,343.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
8800 × 997 ge	NEW HAVEN YOUTH & FAMILY	20,700.00	20,700.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
0600	MARDAN SCHOOL	35,628.00	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
16001299H of	MARDAN SCHOOL	5,700.48	5,700.48	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
2600889755	MARDAN SCHOOL	17,405.16	17,405.16	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0093	MARDAN SCHOOL	35,449.86	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0094	MARDAN SCHOOL	2,613.96	2,613.96	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0095	MARDAN SCHOOL	35,449.86	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0096	MARDAN SCHOOL	37,188.00	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0097	MARDAN SCHOOL	36,888.00	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0098	MARDAN SCHOOL	37,969.86	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0099	<b>OCEANVIEW SCHOOL</b>	23,754.00	23,754.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0100	<b>OCEANVIEW SCHOOL</b>	13,152.00	13,152.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0101	<b>OCEANVIEW SCHOOL</b>	15,318.00	15,318.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0102	<b>OCEANVIEW SCHOOL</b>	10,371.90	10,371.90	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0103	<b>OCEANVIEW SCHOOL</b>	18,648.00	18,648.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
L68A0104	<b>OCEANVIEW SCHOOL</b>	43,290.00	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
∞L68A0105	<b>OCEANVIEW SCHOOL</b>	42,120.00	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
JT68A0106	<b>OCEANVIEW SCHOOL</b>	43,956.00	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools	
ST68A0109	MARDAN SCHOOL	20,606.10	20,606.10	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools	

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	PURCHA	SE ORDER DI BOARD OF TRU	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68A0117	OCEANVIEW SCHOOL	11,706.82	11,706.82	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0119	<b>OCEANVIEW SCHOOL</b>	3,108.00	3,108.00	0165000092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0120	<b>OCEANVIEW SCHOOL</b>	9,990.00	9,990.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0121	<b>OCEANVIEW SCHOOL</b>	9,990.00	9,990.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0122	<b>OCEANVIEW SCHOOL</b>	24,156.00	24,156.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0123	<b>OCEANVIEW SCHOOL</b>	32,076.00	24,999.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0124	<b>OCEANVIEW SCHOOL</b>	15, 150.00	15, 150.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0129	<b>OCEANVIEW SCHOOL</b>	21,534.00	21,534.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0130	<b>OCEANVIEW SCHOOL</b>	4,218.00	4,218.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
L68P1606	FARIBORZ AND/OR SURUR FAZELLI	1,712.00	1,712.00	016500092 5802	General-Spec Ed-NPS / Non-Public Schools
P			589,735.16		
LL00 X20 A g	<b>DIAMOND RANCH ACADEMY INC</b>	21,073.48	4,238.08	016500092 5803	General-Spec Ed-NPS / Residential Treatment Center
8400日9月2日	NEW HAVEN YOUTH & FAMILY	142,320.00	24,999.00	016500092 5803	General-Spec Ed-NPS / Residential Treatment Center
0 E689079	HERITAGE SCHOOLS INC	2,776.00	480.00	016500092 5803	General-Spec Ed-NPS / Residential Treatment Center
0800889J5	HERITAGE SCHOOLS INC	25,256.00	4,920.00	016500092 5803	General-Spec Ed-NPS / Residential Treatment Center
L68A0081	NSI ACADEMY	74,427.00	20,875.00	016500092 5803	General-Spec Ed-NPS / Residential Treatment Center
L68A0083	SOLACIUM NEW HAVEN LLC	45,105.00	14,406.00	016500092 5803	General-Spec Ed-NPS / Residential Treatment Center
L68A0089	WOODWARD ACADEMY	108,953.00	24,999.00	0165000092 5803	General-Spec Ed-NPS / Residential Treatment Center
			94,917.08		
L68A0072	<b>BILL LANE &amp; ASSOCIATES INC</b>	25,000.00	1.00	0165000094 5103	General-Spec Ed-NPS / Subagreement RTC
			1.00		
L68P1574	MC ILVAIN, PATRICK & STEPHANIE	7,789.60	7,789.60	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
L68P1575	<b>BRADBURY, JOSHUA AND/OR</b>	4,989.63	4,989.63	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
L68P1576	HOWES, JODEEN AND/OR JEREMY	338.98	338.98	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
L68P1577	ALEXIS PADILLA	4,925.11	4,925.11	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
L68P1578	RADZINS, JOHN & MEREDITH	5,136.00	5,136.00	016500094 5802	General-Spec Ed-NPS / Non-Public Schools
L68P1604	<b>BERRY, SCOTT AND/OR JAIME</b>	11,917.36	11,917.36	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
CL68P1605	EBBING, CURTIS AND/OR MARYAM	8,258.69	8,258.69	016500094 5802	General-Spec Ed-NPS / Non-Public Schools
CT08P1013	JEPSEN, CLINI AND/OK KATIE	3,204.54	3,204.54	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
പ68P1614 	JENNIFER RAO	13,092.52	13,092.52	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
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PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT

	PURCHA	SE ORDER DI BOARD OF TRI	R DETAIL REPORT BY FUN TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1615	KARPUS, DAVID AND MARY	12,026.80	12,026.80	0165000094 5802	General-Spec Ed-NPS / Non-Public Schools
L68A0072	BILL LANE & ASSOCIATES INC	25,000.00	71,679.23 24,999.00	0165000094 5803	General-Spec Ed-NPS / Residential Treatment Center
L68A0051	EDUCATIONAL BASED SERVICES INC stindet T stateding 11 C	50,000.00 100,000,00	25,001.00 27 501.00	0165000095 5101	General-Spec Ed-NPA / Subagreement NPA
L68A0107 L68A0108	SUNBELT STAFFING LLC	50,000.00	25,000.00	0165000095 5101	General-Spec Ed-NPA / Subagreement NPA
L68A0107	SUNBELT STAFFING LLC	100,000.00	<b>87,502.00</b> 12,499.00	0165000095 5801	General-Spec Ed-NPA / Non-Public Agency
8900 E89 Page	STAFFREHAB	900.00	<b>12,499.00</b> 900.00	0165000096 5801	General-Spec Ed-NPA / Non-Public Agency
of <b>1</b> 2 <b>29 of 59</b>	LACOE - STEM UNIT ECW 3146 OTICON	28.55 1,039.47	900.00 14.28 1,039.47	01 <i>6</i> 5000099 4300 01 <i>6</i> 5000099 4300	General-Spec Ed-SEOthIns / Instruct Materials & Supplies General-Spec Ed-SEOthIns / Instruct Materials & Supplies
L68A0076	HOPE THERAPIES	30,000.00	5,001.00 5,001.00 5,001.00	0165000099 5100	General-Spec Ed-SEOthIns / Subagreement for Services
L68A0041 L68A0074	MOORE, BETH ALTERNATIVE COMMUNICATIONS	35,000.00 60,000.00	35,001.00	0165000995110 0165000995110	General-Spec Ed-SEOthIns / Subagreement Instruc Consult General-Spec Ed-SEOthIns / Subagreement Instruc Consult
L68A0076	HOPE THERAPIES	30,000.00	<b>45,002.00</b> 24,999.00	0165000099 5800	General-Spec Ed-SEOthIns / Services & Operating Expend
L68A0041 L68A0074	MOORE, BETH ALTERNATIVE COMMUNICATIONS	35,000.00 60,000.00	24,999.00 7,499.00 24,999.00	0165000995810 0165000995810	General-Spec Ed-SEOthIns / Consulting Services General-Spec Ed-SEOthIns / Consulting Services
67008801510 6700880063 670063 670063	RYAN JACKSON SALAMIRAD, ALI & JODY GOMPF, JUDITH	61,000.00 25,000.00 6,000.00	<b>32,498.00</b> 61,000.00 25,000.00 6,000.00	0165000107 5800 0165000107 5800 0165000107 5800	General-Spec Ed-SEOthIns / Services & Operating Expend General-Spec Ed-SEOthIns / Services & Operating Expend General-Spec Ed-SEOthIns / Services & Operating Expend
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	PURCHAS	SE ORDER DE BOARD OF TRU	ITAIL REPC	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTI	*** CONTINUED ***			0165000107-5800	
			92,000.00		
L68P1508	TIMOTHY A ADAMS & ASSOC APLC	10,000.00	10,000.00	0165000112 5820	General-Spec Ed-SupvAdmn / Legal Services
L68P1509	ECONOMOU LAW GROUP INC	4,500.00	4,500.00	01650001125820	General-Spec Ed-SupvAdmn / Legal Services
L68P1784	ECONOMOU LAW GROUP INC	4,500.00	4,500.00	0165000112 5820	General-Spec Ed-SupvAdmn / Legal Services
			19,000.00		
L68P1669	HERTZ FURNITURE SYSTEMS	418.99	418.99	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
L68P1698	PRO-ED	502.94	502.94	0165000120 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
			921.93		
L68P1603	<b>ORANGE COUNTY DEPT OF EDUC</b>	1,217.66	1,217.66	0165000120 5800	General-Spec Ed-HlthServ / Services & Operating Expend
F			1,217.66		
L821281 Tege	TIGER MEDICAL INC.	1,820.40	1,820.40	0165000122 4405	General-Spec Ed-HlthServ / Non-Capitalized Equip: Non-Ins
-11 of <b>3</b> (			1,820.40		
100日 100日 100日 100日 100日 100日 100日 100日	MEDICALESHOP INC	73.27	73.27	0165000122 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
4 0 f <b>5</b> 9			73.27		
L68A0075	HEAR NOW	35,000.00	5,000.50	0165000131 5101	General-Spec Ed-Spch Aud / Subagreement NPA
			5,000.50		
L68A0075	HEAR NOW		12,499.50	0165000131 5801	General-Spec Ed-Spch Aud / Non-Public Agency
			12,499.50		
L68A0042	<b>CHRISTINE HORNAK-STEIN</b>	5,000.00	5,000.00	0165000131 5815	General-Spec Ed-Spch Aud / Consulting Services: Non-Instr
			5,000.00		
L68P1565	SALLY EDWARDS	11,875.00	11,875.00	0165000135 5800	General-Spec Ed-PuplTran / Services & Operating Expend
L68R0067	CHRISTOPHER AND STACEY WYCKOFF	4,000.00	4,000.00	0165000135 5800	General-Spec Ed-PuplTran / Services & Operating Expend
			15,875.00		
L68A0107	SUNBELT STAFFING LLC	100,000.00	37,501.00	0165000257 5101	General-Spec Ed-NPA / Subagreement NPA
L68A0108	SUNBELT STAFFING LLC	50,000.00	25,000.00	0165000257 5101	General-Spec Ed-NPA / Subagreement NPA
41 o			62,501.00		
JL68A0051	<b>EDUCATIONAL BASED SERVICES INC</b>	50,000.00	12,499.50	0165000257 5801	General-Spec Ed-NPA / Non-Public Agency
GL68A0107	SUNBELT STAFFING LLC	100,000.00	12,499.00	0165000257 5801	General-Spec Ed-NPA / Non-Public Agency
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	PURCHAS	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
*** CONTINUED ***	NUED ***			0165000257-5801	
			24,998.50		
L68P1658	LACOE - STEM UNIT ECW 3146	28.55	14.27	0165000259 4300	General-Spec Ed-SEOthIns / Instruct Materials & Supplies
L68P1659	DON JOHNSTON INC	1,290.41	1,290.41	0165000259 4300	General-Spec Ed-SEOthIns / Instruct Materials & Supplies
L68P1696	MCGRAW-HILL SCHOOL EDUCATION	2,429.44	2,429.44	0165000259 4300	General-Spec Ed-SEOthIns / Instruct Materials & Supplies
L68P1709	OTICON	1,584.15	1,584.15	0165000259 4300	General-Spec Ed-SEOthIns / Instruct Materials & Supplies
			5,318.27		
L68R0037	SWEETMAN SYSTEMS	982.00	982.00	0165000259 4400	General-Spec Ed-SEOthIns / Non-Capitalized Equipment
			982.00		
L68A0073	<b>BLIND CHILDREN S LEARNING</b>	15,000.00	15,000.00	0165000259 5810	General-Spec Ed-SEOthIns / Consulting Services
ł			15,000.00		
m Test 1787	O Connell 04, Megan	4,000.00	4,000.00	0165000265 5800	General-Spec Ed-SEOthIns / Services & Operating Expend
	MICHELLE BARTLETT	9,000.00	9,000.00	0165000265 5800	General-Spec Ed-SEOthIns / Services & Operating Expend
	JAMES AND GRETCHEN RADZWILL	10,000.00	10,000.00	0165000265 5800	General-Spec Ed-SEOthIns / Services & Operating Expend
Т4 10 of 5			23,000.00		
6 L68P1673	PHONAK LLC	3,458.78	3,458.78	0165000274 4405	General-Spec Ed-HlthServ / Non-Capitalized Equip: Non-Ins
			3,458.78		
L68P1667	OTICON	1,040.87	1,040.87	0165000274 4500	General-Spec Ed-HlthServ / Other Supplies : Non-Instructl
			1,040.87		
L68A0077	DIAMOND RANCH ACADEMY INC	21,073.48	9,390.60	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
L68A0078	NEW HAVEN YOUTH & FAMILY	142,320.00	57,210.00	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
L68A0079	HERITAGE SCHOOLS INC	2,776.00	1,715.00	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
L68A0080	HERITAGE SCHOOLS INC	25,256.00	15,190.00	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
L68A0081	NSI ACADEMY	74,427.00	24,341.84	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
L68A0083	SOLACIUM NEW HAVEN LLC	45,105.00	6,237.00	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
L68A0089	WOODWARD ACADEMY	108,953.00	36,512.76	0165120028 5104	General-SEMNTLHL-NPS / Subagreement Mental Health B&C
42	NEW HAVEN VALTH & FAMILY		150,597.20 200.000.00	0165120036 5101	Ganaral SEMNTI HI GuidCasl / Surbarraamant NDA
choneon of 93		00.000,002	200,000.00	1010 0000710010	Ceneral-Scient Lette-Ounceins / Subagreenent INFA
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	PURCHA	PURCHASE ORDER DE BOARD OF TRU	DETAIL REPORT BY FUN FRUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68A0038	SHACK-LAPPIN, CAROL	50,000.00	50,000.00	0165120036 5115	General-SEMNTLHL-GuidCnsl / Subagreement Non-Instr
L68A0040	<b>MOULDER, PAMELA</b>	25,000.00	25,000.00	0165120036 5115	General-SEMNTLHL-GuidCnsl / Subagreement Non-Instr
L68A0070	<b>KRANTZ, TRICIA</b>	35,000.00	35,000.00	0165120036 5115	General-SEMNTLHL-GuidCnsl / Subagreement Non-Instr
L68A0071	JACQUELINE KAY LUGO	25,000.00	25,000.00	0165120036 5115	General-SEMNTLHL-GuidCnsl / Subagreement Non-Instr
			135,000.00		
L68A0077	DIAMOND RANCH ACADEMY INC	21,073.48	7,444.80	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
L68A0078	NEW HAVEN YOUTH & FAMILY	142,320.00	57,210.00	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
L68A0079	HERITAGE SCHOOLS INC	2,776.00	581.00	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
L68A0080	HERITAGE SCHOOLS INC	25,256.00	5,146.00	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
L68A0081	NSI ACADEMY	74,427.00	29,210.16	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
<b>H</b> L68A0083	SOLACIUM NEW HAVEN LLC	45,105.00	24,462.00	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
6800 E893 age	WOODWARD ACADEMY	108,953.00	43,815.24	0165120038 5104	General-SEMNTLHL-PsychSer / Subagreement Mental Health
HIE of <b>32</b>			167,869.20		
0 H (8 H 1362	SADDLEBACK COLLEGE	2,240.00	224.00	0165200003 4300	General-Wrkablty-SEOthIns / Instruct Materials & Supplies
65 L68 1395	SMART & FINAL **SCHOOL SITES**	1,000.00	1,000.00	0165200003 4300	General-Wrkablty-SEOthIns / Instruct Materials & Supplies
			1,224.00		
L68R0024	WARDS NATURAL SCIENCE	76.91	76.91	0172200015 4300	General-PrtnrAcd-Instrctn / Instruct Materials & Supplies
			76.91		
L68P1520	<b>O REILLY AUTO PARTS</b>	6,000.00	6,000.00	0172200017 4300	General-PrtnrAcd-Instrctn / Instruct Materials & Supplies
			6,000.00		
L68P1205	THE TOLL ROADS	4,000.00	1,200.00	0172300008 4500	General-H-S Trns-PuplTran / Other Supplies : Non-Instructl
			1,200.00		
L68P1544	<b>BOYCE INDUSTRIES</b>	6,000.00	3,000.00	0172300008 5605	General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
			3,000.00		
L68P1290	SOUTH COAST FAMILY MEDI CENTER	4,000.00	1,200.00	0172300008 5800	General-H-S Trns-PuplTran / Services & Operating Expend
<sub>A</sub> L68P1552	ECOLOGY TIRE	2,000.00	1,000.00	0172300008 5800	General-H-S Trns-PuplTran / Services & Operating Expend
CTC8P1557	NATIONWIDE FIRE PROTECTION	3,000.00	1,500.00	0172300008 5800	General-H-S Trns-PuplTran / Services & Operating Expend
GT68P1560	SAFETY KLEEN CORP	12,500.00	6,250.00	0172300008 5800	General-H-S Trns-PuplTran / Services & Operating Expend
35			9,950.00		
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	PURCHA	SE ORDER DI BOARD OF TRU	R DETAIL REPORT BY FUN TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1180	<b>COMPREHENSIVE DRUG TESTING</b>	6,000.00	1,800.00	0172300012 5800	General-H-S Trns-PuplTran / Services & Operating Expend
			1,800.00		
L68P1182	TRUCK AND AUTO SUPPLY INC	30,000.00	30,000.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68P1191	VALLEY POWER SYTEMS INC.	12,000.00	6,000.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68P1221	BUSWEST	87,500.00	43,750.00	$0172300014\ 4600$	General-H-S Trns-PuplTran / Pupil Transportation
L68P1261	LOS ANGELES FREIGHTLINER	80,000.00	40,000.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68P1278	FOAM N FABRICS INC	10,000.00	3,300.00	$0172300014\ 4600$	General-H-S Trns-PuplTran / Pupil Transportation
L68P1280	INTERSTATE BATTERIES	55,000.00	18,700.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68P1361	<b>RINCON TRUCK PARTS</b>	211.31	141.81	$0172300014\ 4600$	General-H-S Trns-PuplTran / Pupil Transportation
L68P1368	UNITED TRANSMISSION EXCHANGE	20,000.00	20,000.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
<b>d</b> L68P1369	SNAP ON INCORPORATED	13,000.00	6,500.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
5 Ft 5 Ft 1758	JACK-X-CHANGE	5,000.00	5,000.00	0172300014 4600	General-H-S Trns-PuplTran / Pupil Transportation
HIE of <b>33</b>			173,391.81		
of 1100	AUTOLIFT SERVICES	40,000.00	13,200.00	0172300014 5605	General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
65 L68#1271	DRIVELINES INCORPORATED	5,000.00	2,000.00	0172300014 5605	General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
L68P1357	CUMMINS INC	35,000.00	35,000.00	0172300014 5605	General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
L68P1361	<b>RINCON TRUCK PARTS</b>	211.31	69.50	0172300014 5605	General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
			50,269.50		
L68P1564	<b>BLAIRS TOWING INC</b>	15,000.00	15,000.00	0172300014 5800	General-H-S Trns-PuplTran / Services & Operating Expend
			15,000.00		
L68P1285	<b>PINNACLE PETROLEUM INC</b>	656,500.00	177,255.00	0172300015 4600	General-H-S Trns-PuplTran / Pupil Transportation
			177,255.00		
L68P1551	DANIELS TIRE SERVICE	87,500.00	39,375.00	0172300017 4600	General-H-S Trns-PuplTran / Pupil Transportation
			39,375.00		
L68P1277	FASTENAL	25,000.00	7,250.00	0172300019 4600	General-H-S Trns-PuplTran / Pupil Transportation
L68P1289	THE PEP BOYS-MANNY MOE JACK OF	5,000.00	1,650.00	0172300019 4600	General-H-S Trns-PuplTran / Pupil Transportation
克L68P1366	LAWSON PRODUCTS INC	10,000.00	2,900.00	0172300019 4600	General-H-S Trns-PuplTran / Pupil Transportation
JT68P1558	PAINT STORE	3,500.00	1,015.00	0172300019 4600	General-H-S Trns-PuplTran / Pupil Transportation
935			12,815.00		
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	PURCHAS	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1188	UNIQUE SWEEPING	4,000.00	4,000.00	0172300019 5605	General-H-S Trns-PuplTran / Rental, Leases & Repairs:Other
L68P1545	CLEAN DIESEL SPECIALISTS SO	10,000.00	<b>4,000.00</b> 10,000.00	0172300024 5800	General-H-S Trns-PuplTran / Services & Operating Expend
L68P1205	THE TOLL ROADS	4,000.00	<b>10,000.00</b> 2,800.00	0172400005 4500	General-SpEdTran-PupITran / Other Supplies : Non-Instructl
L68P1341 L68P1759	EASY WAY SAFETY SERVICES SIGNS BY CREATIONS UNLIMITED	1,630.66 1,000.00	<b>2,800.00</b> 1,630.66 500.00	0172400005 4600 0172400005 4600	General-SpEdTran-PuplTran / Pupil Transportation General-SpEdTran-PuplTran / Pupil Transportation
L68P1544	<b>BOYCE INDUSTRIES</b>	6,000.00	<b>2,130.66</b> 3,000.00	0172400005 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
EXI 36 Page			3,000.00		- - - - - - - - - - - - - - - - - - -
	SOUTH COAST FAMILY MEDI CENTER ECOLOGY TIRE	4,000.00 2,000.00	2,800.00 1,000.00	0172400005 5800	General-SpEdTran-PupITran / Services & Operating Expend General-SpEdTran-PupITran / Services & Operating Expend
12601557 12601557 12601557	NATIONWIDE FIRE PROTECTION SAEETV VI DEN CODD	3,000.00	1,500.00	01724000055800	General-SpEdTran-PupITran / Services & Operating Expend
L68P1568	ORANGE COUNTY FIRE PROTECTION	12,000.00	12,000.00	0172400005 5800	General-SpEdTran-PuplTran / Services & Operating Expend General-SpEdTran-PuplTran / Services & Operating Expend
			23,550.00		
L68P1180	COMPREHENSIVE DRUG TESTING	6,000.00	4,200.00 4,200.00	0172400008 5800	General-SpEdTran-PupITran / Services & Operating Expend
L68P1548	CLEAN ENERGY	13,000.00	13,000.00	0172400009 4600	General-SpEdTran-PupITran / Pupil Transportation
L68P1633	SO CA GAS CO	45,000.00	45,000.00	0172400009 4600	General-SpEdTran-PuplTran / Pupil Transportation
T 68D1101	VALLEY DOWED SYTEMS INC	12 000 00	00,000,00	0177400010 4600	Ganara] SaEdTran DuaTran / Duail Transmotion
L68P1221	BUSWEST	87.500.00	43,750,00	0172400010 4600	General-Spectrum Fugramy Lupit Transportation
L68P1261	LOS ANGELES FREIGHTLINER	80,000.00	40,000.00	0172400010 4600	General-SpEdTran-PupITran / Pupil Transportation
AL68P1272	FACTORY MOTOR PARTS	15,000.00	7,500.00	0172400010 4600	General-SpEdTran-PuplTran / Pupil Transportation
o L68P1278	FOAM N FABRICS INC	10,000.00	3,400.00	01724000104600	General-SpEdTran-PuplTran / Pupil Transportation
6L68P1280 9L68P1367	INTERSTATE BATTERIES RINCON TRUCK PARTS	55,000.00 34,000.00	18,150.00 34,000.00	$0172400010\ 4600$ $0172400010\ 4600$	General-SpEdTran-PuplTran / Pupil Transportation General-SpEdTran-PuplTran / Pupil Transportation
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	PURCHA	PURCHASE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC USTEES MEET	DETAIL REPORT BY FUND/ACCOUNT rustees meeting 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
1 68D1360	SUAP ON INCORPORATED	13 000 00	2 500 00	0172400010 4600	Ganaral SuEdTran Dun[Tran / Duni] Transmentation
COCT TOOT	THE PART OF THE PART I PROVIDE THE	000000	17 100.00	01/2400010 4000	
L08F13/1		60,000.00	1 /,400.00 28 500.00	01/2400010 4600	General-SpEq1ran-Pupl1ran / Pupl1 Iransportation
L0011402	CAL-STATE AUTU FAKIS INC	00.000,66	00.000.00	01/2400010 4000	General-Speatran-Fupitran / Fupit Transportation
			215,200.00		
L68P1199	AUTOLIFT SERVICES	40,000.00	13,600.00	0172400010 5605	General-SpEdTran-PupITran / Rental, Leases & Repairs:Other
L68P1263	<b>ALISO NIGUEL AUTO CARE</b>	80,000.00	33,600.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs: Other
L68P1270	<b>CROWN VALLEY TRANSMISSION</b>	15,000.00	5,100.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
L68P1271	DRIVELINES INCORPORATED	5,000.00	2,000.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
L68P1281	MISSION AUTO SERVICE	43,000.00	17,200.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs: Other
L68P1325	UNITRAX	13,000.00	7,800.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
<b>H</b> L68P1332	VORTEX	5,000.00	5,000.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
age 1371	<b>TUTTLE CLICK FORD LINCOLN</b>	60,000.00	27,600.00	0172400010 5605	General-SpEdTran-PupJTran / Rental, Leases & Repairs:Other
5 D6 1550	<b>COLLINS MUFFLER AND HITCH CO</b>	5,000.00	5,000.00	0172400010 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
BIT 11( 5 of			116,900.00		
GL6871291	QUALITY TOWING	14,000.00	7,000.00	0172400010 5800	General-SpEdTran-PuplTran / Services & Operating Expend
L68P1297	SMOG EXPRESS	9,000.00	3,780.00	0172400010 5800	General-SpEdTran-PuplTran / Services & Operating Expend
			10,780.00		
L68P1285	PINNACLE PETROLEUM INC	656,500.00	177,255.00	0172400012 4600	General-SpEdTran-PuplTran / Pupil Transportation
			000000000000000000000000000000000000000		
L68P1285	PINNACLE PETROLEUM INC		150,995.00 150,995.00	0172400013 4600	General-SpEdTran-PuplTran / Pupil Transportation
L68P1298	SOUTHERN COUNTIES LUBRICANTS	15,000.00	5,550.00	$0172400014\ 4600$	General-SpEdTran-PuplTran / Pupil Transportation
			5,550.00		
L68P1551	DANIELS TIRE SERVICE	87,500.00	48,125.00	0172400015 4600	General-SpEdTran-PuplTran / Pupil Transportation
L68P1634	PARKHOUSE TIRE INC.	87,500.00	87,500.00	$0172400015\ 4600$	General-SpEdTran-PuplTran / Pupil Transportation
4			135,625.00		
OL68P1356	OC AUTO COLLISION	25,000.00	14,000.00	0172400016 5605	General-SpEdTran-PuplTran / Rental, Leases & Repairs:Other
of 93			14,000.00		
GL68P1352	MOBILE COMMUNICATION REPAIR	9,627.19	9,627.19	0172400017 4500	General-SpEdTran-PuplTran / Other Supplies : Non-Instructl
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	PURCHAS	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1559	PRO-ACTIVE SAFETY SUPPLY	8,500.00	8,500.00	0172400017 4500	General-SpEdTran-PuplTran / Other Supplies : Non-Instructl
			18,127.19		
L68P1277	FASTENAL	25,000.00	10,500.00	0172400017 4600	General-SpEdTran-PuplTran / Pupil Transportation
L68P1289	THE PEP BOYS-MANNY MOE JACK OF	5,000.00	1,650.00	0172400017 4600	General-SpEdTran-PuplTran / Pupil Transportation
L68P1366	LAWSON PRODUCTS INC	10,000.00	4,200.00	0172400017 4600	General-SpEdTran-PuplTran / Pupil Transportation
L68P1555	DENAULT S HARDWARE	12,000.00	12,000.00	0172400017 4600	General-SpEdTran-PupITran / Pupil Transportation
L68P1558	PAINT STORE	3,500.00	2,485.00	01724000174600	General-SpEdTran-PuplTran / Pupil Transportation
			30,835.00		
L68P1254	AMERICAN LOGISTICS COMPANY LLC	400,000.00	400,000.00	0172400020 5800	General-SpEdTran-PuplTran / Services & Operating Expend
L68P1255	AMERICAN LOGISTICS COMPANY LLC	42,776.25	42,776.25	0172400020 5800	General-SpEdTran-PupITran / Services & Operating Expend
E Pa			442,776.25		
300 m 200 m	<b>CUSD - PARENT MILEAGE REIMBURS</b>	300,000.00	300,000.00	0172400026 5800	General-SpEdTran-PuplTran / Services & Operating Expend
IBI of 1 <b>36 (</b>			300,000.00		
1090189015	<b>COAST RECREATION INC</b>	10,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
6L68P0608	PACWEST AIR FILTER LLC	75,000.00	75,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P0619	TELL STEEL INC	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P0696	A&R FLOOR COVERING ACCESORIES	1,000.00	1,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P0908	WESTERN ILLUMINATED PLASTIC	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1018	FASTENAL	10,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1427	ADVANCED ENERGY PRODUCTS CORP	10,613.38	10,613.38	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1430	FLEETWOOD STUDENT SALES	26,937.50	26,937.50	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1500	<b>BARRETT-ROBINSON INC</b>	7,000.00	7,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1689	UNITED REFRIGERATION	12,822.25	12,822.25	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1718	FERGUSON ENTERPRISES INC	15,000.00	15,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1737	CHATFIELD-CLARKE CO. INC	5,000.00	5,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
L68P1742	MIRACLE RECREATION EQUIPMENT	10,000.00	10,000.00	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
PT68R0051	MAACO COLLISION REPAIR & AUTO	916.87	916.87	0181500009 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
′ of			194,290.00		
55L68P0567	<b>BEACH CITIES GLASS INC</b>	10,000.00	10,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
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	PURCHAS	PURCHASE ORDER DE BOARD OF TRU	ETAIL REPO	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P0702	ASSA ABLOY ENTRANCE SYSTEM INC	1,000.00	1,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P0951	<b>COUTS HEATING AND COOLING</b>	15,000.00	15,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P0952	RAM AIR ENGINEERING	15,000.00	15,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P0985	DOHENY PLUMBING	20,000.00	20,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1039	VORTEX	5,000.00	5,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1117	UNITED RENTALS	2,000.00	2,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1119	QUALITY TOWING	1,000.00	1,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1258	UNITED RENTALS	15,000.00	15,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1265	MAACO COLLISION REPAIR & AUTO	800.00	800.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1304	MAACO COLLISION REPAIR & AUTO	310.43	310.43	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
<del>ы</del> L68P1311	VERIZON WIRELESS	30,000.00	30,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
B 176801328	NATIONAL CONTROLS INC	3,000.00	3,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
e 1344	<b>4WALL LOS ANGELES INC</b>	3,000.00	3,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
0 7 H6 1348	SPORTS FACILITIES GROUP INC	6,300.00	6,300.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
1488 1488 1488	ALISO VIEJO COMMUNITY ASSN	9,658.25	9,658.25	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
6 L68P1528	<b>GILBERT &amp; STEARNS INC</b>	104,312.46	104,312.46	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1573	DAIKIN APPLIED AMERICAS INC.	27,000.00	27,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1583	<b>J&amp;J</b> ENVIRONMENTAL CONSTRUCTION	15,000.00	15,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1584	J&J ENVIRONMENTAL CONSTRUCTION	15,000.00	15,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1589	VERSATILE SYSTEMS INC.	3,000.00	3,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1635	<b>ASSURED FIRE SYSTEMS INC</b>	30,000.00	30,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1647	WON-DOOR CORPORATION	1,000.00	1,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1651	QUALITY STREET SERVICE	60,780.00	60,780.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1720	SPARTAN TOOL DIVISION	4,000.00	4,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1741	IST JON	15,000.00	15,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1760	THE ALARM AND SPRINKLER CO INC	60,000.00	60,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1779	EMERGENCY SERVICES RESTORATION	10,000.00	10,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
AL68P1781	<b>VERTICAL TRANSPORT INC</b>	3,000.00	3,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
oL68P1785	<b>VERTICAL TRANSPORT INC</b>	50,000.00	50,000.00	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
8E003891935	SIGNATURE FLOORING INC	40,886.40	40,886.40	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
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	PURCHA	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
1 /00002		CC0.13	CT 000	0101500000 5705	h/)
7500007	MAAUU UULLISIUN KEFAIK & AUIU	000.L3	CI.U00	01015000051010	General-KK&Maint-KK:Bidgs / Kental, Leases & Kepairs: Other
TOOKAN004	GILBERT & STEAKINS INC	16.001,00	16.001,000		General-KK& Maint-KK: Blogs / Kental, Leases & Kepairs: Uther
L68R0101	R & S FLOORING SOLUTIONS	85,908.88	85,908.88	0181500009 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
			718,403.52		
L68A0056	ACETEC SECURITY SYSTEMS	32,000.00	32,000.00	0181500009 5800	General-RR&Maint-RR:Bldgs / Services & Operating Expend
L68P1385	<b>ORANGE COUNTY FIRE AUTHORITY</b>	5,000.00	5,000.00	0181500009 5800	General-RR&Maint-RR:Bldgs / Services & Operating Expend
L68P1585	SOUTH COAST AIR QUALITY MGMT	2,500.00	2,500.00	0181500009 5800	General-RR&Maint-RR:Bldgs / Services & Operating Expend
L68P1646	<b>ORANGE COUNTY HEALTH AGENCY</b>	2,500.00	2,500.00	0181500009 5800	General-RR&Maint-RR:Bldgs / Services & Operating Expend
			42,000.00		
L68R0080	KNORR POOL SYSTEMS INC	1,435.81	1,435.81	0181500014 4500	General-RR&Maint-RR:Bldgs / Other Supplies : Non-Instructl
E Pa			1,435.81		
2891983 1988 4 ge	PROSURFACE	8,502.50	8,502.50	0181500014 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
<b>38</b>	RAM AIR ENGINEERING	25,000.00	25,000.00	0181500014 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
of 20001	<b>KYA SERVICES LLC</b>	10,397.13	10,397.13	0181500014 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
1 59			43,899.63		
L68P1202	<b>BRICKLEY ENVIRONMENTAL</b>	1,440.00	1,440.00	0181500018 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
			1,440.00		
L68P1753	<b>KYA SERVICES LLC</b>	9,281.42	9,281.42	0181500022 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68R0056	<b>KYA SERVICES LLC</b>	5,424.71	5,424.71	0181500022 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
			14,706.13		
L68P1274	GILBERT & STEARNS INC	3,801.33	3,801.33	0181500024 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
L68P1275	<b>GILBERT &amp; STEARNS INC</b>	2,892.68	2,892.68	0181500024 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
			6,694.01		
L68P1664	<b>5M CONTRACTING INC</b>	2,325.00	2,325.00	0181500036 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
			2,325.00		
L68R0059	KYA SERVICES LLC	37,758.68	37,758.68	0181500060 5605	General-RR&Maint-RR:Bldgs / Rental, Leases & Repairs:Other
9 of			37,758.68		
56L68P1244	SAMLARC	13,900.00	13,900.00	0181500132 5800	General-RR&Maint-RR:Grnds / Services & Operating Expend
User ID: Denort ID:	User ID: JMTRAI Denore ID: PO0010 Fined Acor ZV 0110065		Page No.: 38		Current Date: 09/22/2017

	PURCHA	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPO	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1435	LARMAC	36,000.00	36,000.00	0181500132 5800	General-RR&Maint-RR:Grnds / Services & Operating Expend
L68P1759	SIGNS BY CREATIONS UNLIMITED	1,000.00	<b>49,900.00</b> 500.00	0181500199 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
			500.00		
L68P1272	FACTORY MOTOR PARTS	15,000.00	7,500.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1280	INTERSTATE BATTERIES	55,000.00	18,150.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1283	<b>O REILLY AUTO PARTS</b>	15,000.00	15,000.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1371	TUTTLE CLICK FORD LINCOLN	60,000.00	11,400.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1407	SIMPSON IRVINE INC	131.02	131.02	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1413	<b>O REILLY AUTO PARTS</b>	132.51	132.51	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
aL68P1482	<b>CAL-STATE AUTO PARTS INC</b>	55,000.00	16,500.00	0181500202 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
XH 41 ( <b>ge</b>			68,813.53		
6611B9419	AUTOLIFT SERVICES	40,000.00	13,200.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
J E6811263	<b>ALISO NIGUEL AUTO CARE</b>	80,000.00	46,400.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
65L68P1267	<b>BRITISH PERFORMANCE INC.</b>	10,000.00	10,000.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1270	<b>CROWN VALLEY TRANSMISSION</b>	15,000.00	9,900.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1271	DRIVELINES INCORPORATED	5,000.00	1,000.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1278	FOAM N FABRICS INC	10,000.00	3,300.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1281	MISSION AUTO SERVICE	43,000.00	25,800.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1293	<b>CARRIER TRANSICOLD OF SO CA</b>	18,000.00	18,000.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1325	UNITRAX	13,000.00	5,200.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1371	<b>TUTTLE CLICK FORD LINCOLN</b>	60,000.00	3,600.00	0181500202 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
			136,400.00		
L68P1291	QUALITY TOWING	14,000.00	7,000.00	0181500202 5800	General-RR&Maint-Dist Veh / Services & Operating Expend
L68P1297	SMOG EXPRESS	9,000.00	5,220.00	0181500202 5800	General-RR&Maint-Dist Veh / Services & Operating Expend
			12,220.00		
SL68P1285	PINNACLE PETROLEUM INC	656,500.00	150,995.00	0181500204 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
of			150,995.00		
SL68P1298	SOUTHERN COUNTIES LUBRICANTS	15,000.00	9,450.00	0181500205 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
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	PURCHA	PURCHASE ORDER D BOARD OF TR	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
*** CONTINUED ***	NUED ***			0181500205-4500	
L68P1356	OC AUTO COLLISION	25,000.00	<b>9,450.00</b> 11,000.00	0181500207 5605	General-RR&Maint-Dist Veh / Rental, Leases & Repairs:Other
L68P1277 L68P1289	FASTENAL THE PEP BOYS-MANNY MOE JACK OF	25,000.00 5,000.00	<b>11,000.00</b> 7,250.00 1,700.00	0181500208 4500 0181500208 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1366	LAWSON PRODUCTS INC	10,000.00	2,900.00 11 850 00	0181500208 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
L68P1282 L68P1415	NEW PIG NEW PIG	13,000.00 449.32	13,000.00 449.32	0181500209 4500 0181500209 4500	General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl General-RR&Maint-Dist Veh / Other Supplies : Non-Instructl
S671305 90424 Page 40 Page 40	SAN DIEGO COUNTY STATE WATER RESOURCE CTRL BRD	10,000.00 2,000.00	<b>13,449.32</b> 10,000.00 2,000.00	0181500209 5800 0181500209 5800	General-RR&Maint-Dist Veh / Services & Operating Expend General-RR&Maint-Dist Veh / Services & Operating Expend
05 108 1493 168 1493 168 1494 168 1494	PEARSON EDUCATION INC PEARSON EDUCATION INC	32,587.56 3,703.13	<b>12,000.00</b> 32,587.56 3,703.13 <b>36,290.69</b>	0192800005 4300 0192800005 4300	General-OCCPP-Instrctn / Instruct Materials & Supplies General-OCCPP-Instrctn / Instruct Materials & Supplies
	Fund 01 Total:		50,088,532.24		
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		PURCHA	SE ORDER D BOARD OF TR	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO	PO NUMBER	VENDOR	P0 TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L6	L68P1262	CONTROLTEC INC	12,276.68	7,366.01	1250250011 5800	ChildDev-CDFed:St-Sch Adm / Services & Operating Expend
L6	L68P1471	CALPERS FISCAL SERVICES DIV.	3,415.35	7,487.01 3,415.35	1261050009 3202	ChildDev-CDStPsch-Instrctn / PERS : Classified
L6	L68P1262	CONTROLTEC INC	12,276.68	3,415.35 4,910.67 4,910.67	1291450040 5800	ChildDev-CD:Fees-Sch Adm / Services & Operating Expend
		Fund 12 Total:		15,692.03		
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	PURCHAS	PURCHASE ORDER DI BOARD OF TRI	DETAIL REPORT BY FUN RUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	CCOUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1695	INDIGO BRIDGE TECHNOLOGIES LLC	16,108.63	16,108.63	1353100064 4470	Cafetera-Chld Nut-FoodServ / Computer Equipment-Food Serv
			16,108.63		
L68P1377	SYSCO RIVERSIDE INC.	20,000.00	20,000.00	1353100064 4574	Cafetera-Chld Nut-FoodServ / Operating Supplies-Food Srvce
L68P1692	The Happy Chef, Inc.	2,889.25	2,889.25	1353100064 4574	Cafetera-Chld Nut-FoodServ / Operating Supplies-Food Srvce
			22,889.25		
L68P1571	DOMINO S PIZZA	375,000.00	375,000.00	1353100064 4711	Cafetera-Chld Nut-FoodServ / Food Perishable
L68P1677	<b>BETTER LIFE ORGANICS INC</b>	25,000.00	25,000.00	1353100064 4711	Cafetera-Chid Nut-FoodServ / Food Perishable
L68P1767	GALASSO S BAKERY	100,000.00	100,000.00	1353100064 4711	Cafetera-Chld Nut-FoodServ / Food Perishable
1 69D1676	NOTE OF THE NOTES IN	0 COO OO	500,000.00	712521000012521	Cofeterer Child Mitt BoodSony / Bood Sumpline
T-001 10/0		00.000.4	2,500.00		Carcier-Child Fruit Founder V / Foundaripplics
911199 Pag	MILLER MECHANICAL	348.74	348.74	1353100064 5671	Cafetera-Chld Nut-FoodServ / Refrigeration Repair-Food Serv
(HI 4 o <b>e 4</b>			348.74		
1456 1456 1456 1456	FOOD SAFETY SYSTEMS	17,000.00	17,000.00	1353100064 5874	Cafetera-Chld Nut-FoodServ / Contract Service:Food Service
° 4 0 f <b>5</b> 9			17,000.00		
L68P1076	TEXAS PIT BBQ	2,181.94	2,181.94	1353100064 5882	Cafetera-Chld Nut-FoodServ / Marketing Expenses:Food Srv
			2,181.94		
L68P0805	SOUTH COAST FIRE PROTECTION	4,216.20	4,216.20	1353100066 4472	Cafetera-Chld Nut-FoodServ / Small Equipment: Food Service
			4,216.20		
	Fund 13 Total:		565,244.76		
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	PURCHAS	PURCHASE ORDER DI BOARD OF TRU	DETAIL REPORT BY FUN RUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1256	CDWG Inc	25,882.97	25,882.97	1462050070 4405	DefMaint-DefMntT3-Fac Acq / Non-Capitalized Equip: Non-In:
			25,882.97		
L68R0022	S&K THEATRICAL DRAPERIES INC	6,691.75	6,691.75	1462050070 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
L68R0028	WON-DOOR CORPORATION	9,482.10	9,482.10	1462050070 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
L68R0062	KITCHELL CEM	599,774.75	599,774.75	1462050070 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
L68R0079	<b>CONVERGEONE INC</b>	31,623.34	31,623.34	1462050070 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
L68R0112	ARC	7,718.27	7,718.27	1462050070 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
			655,290.21		
L68P1248	STREAMLINE SYSTEMS DESIGNS	19,959.85	19,959.85	1462050073 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
			19,959.85		
L68P1321	<b>CULVER-NEWLIN</b>	16,527.78	16,527.78	1462050074 4500	DefMaint-DefMntT3-Fac Acq / Other Supplies : Non-Instructl
EX 4 Pag			16,527.78		
6871480 50 91 91 91 91 91 91 91 91 91 91 91 91 91	GILBERT & STEARNS INC	3,836.53	3,836.53	1462050074 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
BI7 f 11 <b>3 0</b>			3,836.53		
090037893 5	<b>KYA SERVICES LLC</b>	82,752.07	82,752.07	1462050075 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
)			82,752.07		
L68P1429	<b>BOSS GRAPHICS INC</b>	4,002.13	4,002.13	1462050078 5600	DefMaint-DefMntT3-Fac Acq / Rentals, Leases & Repairs
			4,002.13		
L68R0055	<b>KYA SERVICES LLC</b>	17,553.28	17,553.28	1462050095 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
			17,553.28		
L68R0058	<b>KYA SERVICES LLC</b>	12,179.97	12,179.97	1462050122 6200	DefMaint-DefMntT3-Fac Acq / Building & Building Improvem
			12,179.97		
	Fund 14 Total:		837,984.79		
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	PURCHAS	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPO	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017	24/2017 TO 09/20/2017	0/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION	CRIPTION	
L68R0030 L68R0031	WLC ARCHITECTS INC WLC ARCHITECTS INC	21,000.00 60,410.00	21,000.00 60,410.00 <b>81,410.00</b>	2398020002 6210 2398020002 6210	GO:Bnd C-SFID Bnd-Fac Acq / Building Impr : Architect Fees GO:Bnd C-SFID Bnd-Fac Acq / Building Impr : Architect Fees	Acq / Building Impr : Acq / Building Impr :	Architect Fees Architect Fees
			00.01+(10				
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	PURCHA	PURCHASE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC USTEES MEET	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68P1553	G.A. DOMINGUEZ	50,000.00	50,000.00	2598030005 5605	Cap Facl-Dev Fees-Fac Acq / Rental, Leases & Repairs:Other
1 /0 4 00 F		10 000 00	<b>50,000.00</b>		
CCUURSOL	COUPERALIVE SIKATEGIES LLC	10,800.00	10,800.00	0080 0000008607	Cap Faci-Dev Fees-Fac Acq / Services & Operating Expend
L68R0066	<b>DECISIONINSITE LLC</b>	15,000.00	15,000.00	2598030005 5800	Cap Facl-Dev Fees-Fac Acq / Services & Operating Expend
L68R0120	SCHOOL FACILITY CONSULTANTS	20,788.75	20,788.75	2598030005 5800	Cap Facl-Dev Fees-Fac Acq / Services & Operating Expend
			46,588.75		
L68R0054	<b>KYA SERVICES LLC</b>	3,254.82	3,254.82	2598030010 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
			3,254.82		
L68R0019	HMC	72,975.15	72,975.15	2598030010 6210	Cap Facl-Dev Fees-Fac Acq / Building Impr : Architect Fees
			72,975.15		
L68R0014	PAUL C MILLER CONSTRUCTION CO	25,674.18	17,651.00	2598030010 6270	Cap Facl-Dev Fees-Fac Acq / Building Impr : Construction
ag Festion16	PAUL C MILLER CONSTRUCTION CO	7,076.44	4,865.05	2598030010 6270	Cap Facl-Dev Fees-Fac Acq / Building Impr : Construction
(HI 7 of <b>e 4</b> :			40,167.05		
	<b>CJK CONSTRUCTION MANAGEMENT</b>	46,055.00	31,777.95	2598030010 6272	Cap Facl-Dev Fees-Fac Acq / Building Impr:Const Mgt Fees
4 0 f <b>5</b> 9			31,777.95		
L68R0111	NINYO & MOORE GEOTECHNICAL &	49,238.56	49,238.56	2598030010 6290	Cap Facl-Dev Fees-Fac Acq / Building Impr : Inspection
L68R0113	SWCA INCORPORATED DBA	47,890.75	47,890.75	2598030010 6290	Cap Facl-Dev Fees-Fac Acq / Building Impr : Inspection
			97,129.31		
L68R0078	<b>CULVER-NEWLIN</b>	317,302.99	218,939.07	2598030010 6400	Cap Facl-Dev Fees-Fac Acq / Furniture & Equipment:Instruct
			218,939.07		
L68R0123	<b>P2S ENGINEERING INC</b>	8,618.87	8,618.87	2598030012 6240	Cap Facl-Dev Fees-Fac Acq / Building Impr : Prelim Tests
			8,618.87		
L68R0042	PAUL C MILLER CONSTRUCTION CO	3,264,390.42	1,665,543.98	2598030012 6270	Cap Facl-Dev Fees-Fac Acq / Building Impr : Construction
			1,665,543.98		
L68R0047	NINYO & MOORE GEOTECHNICAL &	145, 338.00	145,338.00	2598030012 6290	Cap Facl-Dev Fees-Fac Acq / Building Impr : Inspection
L68R0073	AW INDUSTRIES	79,556.18	40,589.89	2598030012 6290	Cap Facl-Dev Fees-Fac Acq / Building Impr : Inspection
56 c			185,927.89		
JL68R0114	SWCA INCORPORATED DBA	46,160.17	46,160.17	2598030013 6290	Cap Facl-Dev Fees-Fac Acq / Building Impr : Inspection
CI1088012	KOURY ENGINEEKING & TESTING	34,425.00	34,425.00	2298030013 6290	Cap Fact-Dev Fees-Fac Acq / Building Impr : Inspection
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	PURCHA	PURCHASE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC JSTEES MEET	DETAIL REPORT BY FUND/ACCOUNT rrustees meeting 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
			80,585.17		
L68R0117 L68R0118	HMC	13,188.18 320,578.06	13,188.18 320,578.06	2598030016 6210 2598030016 6210	Cap Fact-Dev Fees-Fac Acq / Building Impr : Architect Fees Cap Fact-Dev Fees-Fac Acq / Building Impr : Architect Fees
			333,766.24		
L68P1245	<b>OXFORD ACADEMY</b>	25,000.00	25,000.00	2598030024 5800	Cap Facl-Dev Fees-Fac Acq / Services & Operating Expend
			25,000.00		
L68P1260	GILBERT & STEARNS INC	1,360.00	1,360.00	2598030026 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
L68R0025	WLC ARCHITECTS INC	12,403.30	12,403.30	2598030026 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
L68R0026	WLC ARCHITECTS INC	18,000.00	18,000.00	2598030026 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
L68R0035	SILVER CREEK INDUSTRIES INC	108,804.00	108,804.00	2598030026 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
L68R0053	<b>KYA SERVICES LLC</b>	17,270.00	17,270.00	2598030026 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
29008897 ag	G.A. DOMINGUEZ	8,962.00	8,962.00	2598030026 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
220000001 968000000000000000000000000000000000000	<b>CJK CONSTRUCTION MANAGEMENT</b>	24,680.00	24,680.00	2598030026 6200	Cap Facl-Dev Fees-Fac Acq / Building & Building Improvemts
IBI of 1 <b>16 (</b>			191,479.30		
6110148945 f 5	P2S ENGINEERING INC	58,560.00	58,560.00	2598060002 6150	Cap Facl-RMVC DEV-Fac Acq / Land Acquisition: CEQA Sup
9			58,560.00		
L68R0046	NMG GEOTECHNICAL INC	85,983.51	85,983.51	2598060003 6150	Cap Facl-RMVC DEV-Fac Acq / Land Acquisition: CEQA Sup
			85,983.51		
L68R0013	AW INDUSTRIES	366,580.00	366,580.00	2598060003 6200	Cap Facl-RMVC DEV-Fac Acq / Building & Building
L68R0023	STRAUB CONSTRUCTION INC	7,923,500.00	7,923,500.00	2598060003 6200	Cap Facl-RMVC DEV-Fac Acq / Building & Building
L68R0057	KOURY ENGINEERING & TESTING	262,740.00	262,740.00	2598060003 6200	Cap Facl-RMVC DEV-Fac Acq / Building & Building
			8,552,820.00		
L68R0069	CJK CONSTRUCTION MANAGEMENT	920,200.00	920,200.00	2598060003 6272	Cap Facl-RMVC DEV-Fac Acq / Building Impr:Const Mgt Fees
			920,200.00		
L68R0042	PAUL C MILLER CONSTRUCTION CO	3,264,390.42	433,534.07	2599010003 6270	Cap Facl-COTO-Fac Acq / Building Impr : Construction
			433,534.07		
2168R0070	<b>CJK CONSTRUCTION MANAGEMENT</b>	403,145.00	108,849.15	2599010003 6272	Cap Facl-COTO-Fac Acq / Building Impr:Const Mgt Fees
of			108,849.15		
Sel 68R0073	AW INDUSTRIES	79,556.18	10,553.37	2599010003 6290	Cap Facl-COTO-Fac Acq / Building Impr : Inspection
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		PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	IRT BY FUND/ACCO	JUNT FROM 08/24/2017	TO 09/20/2017	2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	NO	
			10,553.37				
	[	Fund 25 Total:	13,204,602.65				
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£ 025							
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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68A0063	PUBLIC ECONOMICS INC.	5,000.00	-17,651.00 5,000.00	400000006 5800	SpecResv-Undes-Fac Acq / Services & Operating Expend
L68C0008	DAVID TAUSSIG ASSOC INC	27,000.00	<b>5,000.00</b> 2,000.00	4094410003 5800	SpecResv-94-1-Fac Acq / Services & Operating Expend
L68R0042	PAUL C MILLER CONSTRUCTION CO	3,264,390.42	<b>2,000.00</b> 1,165,312.37	4094410004 6270	SpecResv-94-1-Fac Acq / Building Impr : Construction
L68R0070	CJK CONSTRUCTION MANAGEMENT	403,145.00	<b>1,165,312.37</b> 294,295.85	4094410004 6272	SpecResv-94-1-Fac Acq / Building Impr:Const Mgt Fees
L68R0073	AW INDUSTRIES	79,556.18	<b>294,295.85</b> 28,412.92	4094410004 6290	SpecResv-94-1-Fac Acq / Building Impr : Inspection
ESCH ESCH Page	US BANK	2,750.00	<b>28,412.92</b> 2,750.00	4098010002 5800	SpecResv-SJ Redev-Fac Acq / Services & Operating Expend
0114 110 110 110 110 110 110 110 110 110	PAUL C MILLER CONSTRUCTION CO PAUL C MILLER CONSTRUCTION CO	25,674.18 7,076.44	<b>2,750.00</b> 8,023.18 2,211.39	4098040003 6270 4098040003 6270	SpecResv-SC RDA-Fac Acq / Building Impr : Construction SpecResv-SC RDA-Fac Acq / Building Impr : Construction
L68R0071	CJK CONSTRUCTION MANAGEMENT	46,055.00	<b>10,234.57</b> 14,277.05	4098040003 6272	SpecResv-SC RDA-Fac Acq / Building Impr:Const Mgt Fees
L68R0078	CULVER-NEWLIN	317,302.99	<b>14,277.05</b> 98,363.92	4098040003 6400	SpecResv-SC RDA-Fac Acq / Furniture & Equipment:Instruct
L68C0008	DAVID TAUSSIG ASSOC INC	27,000.00	<b>98,363.92</b> 20,000.00	4098710003 5800	SpecResv-87-1 Bal AdminExp / Services & Operating Expend
L68C0008	DAVID TAUSSIG ASSOC INC		<b>20,000.00</b> 5,000.00	4098810003 5800	SpecResv-88-1 Bal-Fac Acq / Services & Operating Expend
			5,000.00		
L08K010/ L68R0108 L68R0110	HMC HMC HMC	102,594.80 29,740.29 6,492.00	162,594.80 29,740.29 6,492.00	4098810004 6210 4098810004 6210 4098810004 6210	SpecKesv-88-1 Bal-Fac Acq / Building Impr : Architect Fees SpecResv-88-1 Bal-Fac Acq / Building Impr : Architect Fees SpecResv-88-1 Bal-Fac Acq / Building Impr : Architect Fees
of 935		~	198,827.09		-
User ID: Report ID: ]	User ID: JMTRAI Report ID: PO010_Fund_Acct <v. 011906=""></v.>		Page No.: 48		Current Date: 09/22/2017 Current Time: 13:29:40

		PURCHASE BO	ORDER DF ARD OF TRU	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	OUNT FROM 08/24/2017	TO 09/20/2017	2017
PO NUMBER	VENDOR		PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	NO	
		Fund 40 Total:		1,844,473.77				
EXHIBIT 4 51 of 110 <b>Page 49 of 59</b>								
60 of 935								
User ID: Report ID:	User ID: JMTRAI Report ID: PO010_Fund_Acct <v. 011906=""></v.>	<11906>		Page No.: 49		Current Date: Current Time:		09/22/2017 13:29:40

TO 09/20/2017		rating Expend			09/22/2017 13:29:40
FROM 08/24/2017 TO 09	PSEUDO / OBJECT DESCRIPTION	WrkrComp-Undes-Enterprs / Services & Operating Expend			Current Date: Current Time:
	PSEUDO / OBJI	WrkrComp-Unde			
PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	ACCOUNT NUMBER	680000003 5800			
ETAIL REPO USTEES MEET	ACCOUNT	11,677.00 <b>11,677.00</b>	11,677.00		Page No.: 50
ASE ORDER D board of tr	PO TOTAL	11,677.00			
PURCH			Fund 68 Total:		
	VENDOR	KEENAN & ASSOCIATES	Fund		User ID: JMTRAI Report ID: PO010_Fund_Acct <v. 011906=""></v.>
	PO NUMBER	L68A0126	EXHIBIT 4 52 of 110 <b>Page 50 of 59</b>	61 of 935	User ID: Report ID:

NO USD	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017 FROM 08/24/2017 TO 09/20/2017	r ACCOUNT <u>NUMBER</u> <u>PSEUDO / OBJECT DESCRIPTION</u>	690000003 8674 Health-Undes-Employee / In-District Prem/Contribution	690000006 5800 Health-Undes-Enterprs / Services & Operating Expend	690000009 5800 Health-Undes-Enterprs / Services & Operating Expend			
CAPISTRANO USD	ETAIL REPO STEES MEET	ACCOUNT AMOUNT	9,159.50	1 200.00	3,612.00 3,612.00	13,971.50		
CA	E ORDER DI board of Tru	PO TOTAL	9,159.50	1,200.00	3,612.00			
	PURCHAS	VENDOR	AMERICAN FIDELITY ASSURANCE CO	TRAVIS SOFTWARE	STROUD, KEITH R	Fund 69 Total:		
		PO NUMBER	L68P1716	L68P1523	L68P1771		EXHIBIT 4 53 of 110 <b>Page 51 of 59</b>	62 of 935

COUNT	FROM 08/24/2017 TO 09/20/2017	PSEUDO / OBJECT DESCRIPTION	PropLiab-Undes-Enterprs / Rental, Leases & Repairs:Other	PropLiab-Undes-Enterprs / Services & Operating Expend PropLiab-Undes-Enterprs / Services & Operating Expend			
CAPISTRANO USD PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT	<b>BOARD OF TRUSTEES MEETING 10/11/2017</b>	r ACCOUNT NUMBER	700000002 5605	700000002 5800 700000002 5800			
CAPISTRANO USD	USTEES MEE	ACCOUNT AMOUNT	1,500.00	3,264.00 1,453.00 4,717.00	6,217.00		
C/ C/	BOARD OF TR	PO TOTAL	1,500.00	3,264.00 1,453.00			
PURCHAS		VENDOR	OC AUTO COLLISION	ORANGE COUNTY HEALTH AGENCY ORANGE COUNTY HEALTH AGENCY	Fund 70 Total:		
		PO NUMBER	L68P1467	L68P1466 L68P1708		EXHIBIT 4 54 of 110 <b>Page 52 of 59</b>	63 of 935

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		CA	APISTRANO USD	<b>USU C</b>	
	PURCHA	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC JSTEES MEET	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68C0009	DAVID TAUSSIG ASSOC INC	80,000.00	20,000.00	8999810012 5800	CFD 90-2-2ndSries-Fac Acq / Services & Operating Expend
L68C0004	BURKE WILLIAMS & SORENSEN LLP	1,036.00	<b>20,000.00</b> 124.00	8999810012 5820	CFD 90-2-2ndSries-Fac Acq / Legal Services
L68R0105	PAUL C MILLER CONSTRUCTION CO	2,177,887.12	<b>124.00</b> 283,125.36	8999840002 6270	CFD 90-2-BndRfndg-Fac Acq / Building Impr : Construction
L68R0105	PAUL C MILLER CONSTRUCTION CO		283,125.36 43,557.77	8999860010 6270	CFD 90-2-I.A.2013-Fac Acq / Building Impr : Construction
L68R0106	CULVER-NEWLIN	321,158.45	<b>43,557.77</b> 321,158.45	8999860010 6400	CFD 90-2-I.A.2013-Fac Acq / Furniture & Equipment:Instruct
900008 E Pag	PAUL C MILLER CONSTRUCTION CO	32,518.16	32,518.16	8999860011 6270	CFD 90-2-I.A.2013-Fac Acq / Building Impr : Construction
6000 XH5BI 55 of 1 ge 53 o	DAVID TAUSSIG ASSOC INC	80,000.00	01.000.00	8999860015 5800	CFD 90-2-I.A.2013-Fac Acq / Services & Operating Expend
T 4891 10 <b>16</b> 10 <b>17</b>	BURKE WILLIAMS & SORENSEN LLP	1,036.00	10,000.00 138.00 138.00	8999860015 5820	CFD 90-2-I.A.2013-Fac Acq / Legal Services
	Fund 89 Total:		710,621.74		
64 c					
of 935					
User ID: Report ID:	User ID: JMTRAI Report ID: PO010_Fund_Acct <v. 011906=""></v.>		Page No.: 53		Current Date:09/22/2017Current Time:13:29:40

		CA	CAPISTRANO USD	O USD			
	PURCHA	PURCHASE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPC JSTEES MEET	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017	24/2017 TO 09/20/2017	[7
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	SCRIPTION	
L68R0089	CLASS LEASING LLC	172,926.63	150,415.47	9299880009 6276	CFD 92-1-2013REF-Fac ≜	CFD 92-1-2013REF-Fac Acq / Building Impr:Interim Housing	I Housing
L68C0009	DAVID TAUSSIG ASSOC INC	80,000.00	<b>150,415.47</b> 10,000.00	9299880014 5800	CFD 92-1-2013REF-Fac A	CFD 92-1-2013REF-Fac Acq / Services & Operating Expend	Expend
L68C0004	BURKE WILLIAMS & SORENSEN LLP	1,036.00	<b>10,000.00</b> 138.00	9299880014 5820	CFD 92-1-2013REF-Fac Acq / Legal Services	Acq / Legal Services	
	Fund 92 Total:		138.00 160,553.47				
EXHIBIT 4 56 of 110 <b>Page 54 of 59</b>							
65 of 935							
User ID: Report ID:	User ID: JMTRAI Report ID: PO010_Fund_Acct <v. 011906=""></v.>		Page No.: 54			Current Date: 09/22 Current Time: 13	09/22/2017 13:29:40

		CA	CAPISTRANO USD	OSD (	
	PURCH	PURCHASE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPO USTEES MEETI	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68R0105	PAUL C MILLER CONSTRUCTION CO	2,177,887.12	413,798.58	9399750007 6270	CFD 2004-OrigBond-Fac Acq / Building Impr : Construction
L68C0009	DAVID TAUSSIG ASSOC INC	80,000.00	<b>413,798.58</b> 5,000.00	9399750009 5800	CFD 2004-OrigBond-Fac Acq / Services & Operating Expend
L68C0004	BURKE WILLIAMS & SORENSEN LLP	1,036.00	<b>5,000.00</b> 138.00 <b>138.00</b>	9399750009 5820	CFD 2004-OrigBond-Fac Acq / Legal Services
	Fund 93 Total:		418,936.58		
EXHIBIT 4 57 of 110 <b>Page 55 of 59</b>					
66 of 935					
User ID:	JMTRAI		Page No.: 55		Current Date: 09/22/2017

		CA	CAPISTRANO USD	OSD (	
	PURCHA	<b>SE ORDER DETAIL REPORT BY FUN</b> BOARD OF TRUSTEES MEETING 10/11/2017	ETAIL REPO JSTEES MEETI	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68C0009	DAVID TAUSSIG ASSOC INC	80,000.00	10,000.00	9599840014 5800	CFD98-1A-BndRfndg-Fac Acq / Services & Operating Expend
L68C0004	BURKE WILLIAMS & SORENSEN LLP	1,036.00	<b>10,000.00</b> 138.00	9599840014 5820	CFD98-1A-BndRfindg-Fac Acq / Legal Services
L68A0047	<b>PROJECT DIMENSIONS</b>	560,000.00	<b>138.00</b> 560,000.00 <b>560,000.00</b>	9599850003 5800	CFD98-1A-PACIFICA S.JFac Acq / Services & Operating
	Fund 95 Total:		570,138.00		
EXHIBIT 4 58 of 110 <b>Page 56 of 59</b>					
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	PURCHASE ORDER BOARD OF 1		ETAIL REPO	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	COUNT FROM 08/24/2017 TO 09/20/2017
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68C0009	DAVID TAUSSIG ASSOC INC	80,000.00	5,000.00	9799870016 5800	CFD 2005-WhspHlls-Fac Acq / Services & Operating Expend
L68C0004	BURKE WILLIAMS & SORENSEN LLP	1,036.00	<b>5,000.00</b> 222.00 <b>222.00</b>	9799870016 5820	CFD 2005-WhspHlls-Fac Acq / Legal Services
	Fund 97 Total:		5,222.00		
EXHIBIT 4 59 of 110 <b>Page 57 of 59</b>					
68 of 935					
User ID: Renort ID:	User ID: JMTRAI Benort ID: PO010 Fund Acet ZV 0119065		Page No.: 57		Current Date: 09/22/2017

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	PURCH	PURCHASE ORDER D BOARD OF TR	SE ORDER DETAIL REPORT BY FUNI BOARD OF TRUSTEES MEETING 10/11/2017	DETAIL REPORT BY FUND/ACCOUNT RUSTEES MEETING 10/11/2017	CCOUNT FROM 08/24/2017 TO 09/20/2017
PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L68R0105	PAUL C MILLER CONSTRUCTION CO	2,177,887.12	1,437,405.41	9899810007 6270	CFD 98-2-2ndSries-Fac Acq / Building Impr : Construction
L68R0089	CLASS LEASING LLC	172,926.63	1,437,405.41 22,511.16 22,511.16	9899840019 6276	CFD 98-2-BndRfndg-Fac Acq / Building Impr:Interim Housing
L68C0009	DAVID TAUSSIG ASSOC INC	80,000.00	20,000.00	9899840023 5800	CFD 98-2-BndRfndg-Fac Acq / Services & Operating Expend
L68C0004	BURKE WILLIAMS & SORENSEN LLP	1,036.00	20,000.00 138.00	9899840023 5820	CFD 98-2-BndRfndg-Fac Acq / Legal Services
L68C0007	PAUL C MILLER CONSTRUCTION CO	157,007.13	157,007.13 157,007.13	9899840024 6270	CFD 98-2-BndRfndg-Fac Acq / Building Impr : Construction
EXHIBIT 4 60 of 110 <b>Page 58 of 59</b>	Fund 98 Total:		1,637,061.70		
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		PURCHASE ORDE BOARD O	SE ORDER DETAIL REPORT BY FUN BOARD OF TRUSTEES MEETING 10/11/2017	PURCHASE ORDER DETAIL REPORT BY FUND/ACCOUNT BOARD OF TRUSTEES MEETING 10/11/2017	NT FROM 08/24/2017	TO 09/20/2017	
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AL AMOUNT	ACCOUNT NUMBER PSI	PSEUDO / OBJECT DESCRIPTION	N	
		Total Account Amount:	70,172,339.23				
EXHIBIT 4 61 of 110 <b>Page 59 of 59</b>							
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User ID: Report ID:	User ID: JMTRAI Report ID: PO010_Fund_Acct	cct <v. 011906=""></v.>	Page No.: 59		Current Date: Current Time:	Date:         09/22/2017           ime:         13:29:40	

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	ខា			Check Date Cancel Date Type Account	Date Type Account	Check Amount
	68 002	00251159	V68155579 BOMGAR CORPORATION	08/24/17	MW 0101-0000-0-5800-0000-7700-000	7,890.48
	68 002	00251160	V68123700 BSN SPORTS	08/24/17	MW 0101-0000-0-9510-0000-000-000	2,134.76
	68 002	00251161	V68123912 CENGAGE LEARNING	08/24/17	MW 0101-0000-0-4500-1180-2420-000	8,560.46
	68 002	00251161	V68123912 CENGAGE LEARNING	08/24/17	MW 0101-6300-0-4150-1140-1000-000	13,696.75
	68 002	00251162	V68155590 Continental Athletic Supply In	08/24/17	MW 0101-1100-0-4300-1140-4200-005	14,830.05
	68 002	00251163	V68151713 FLORIDA VIRTUAL SCHOOL	08/24/17	MW 0101-6300-0-5800-3300-1000-014	23,750.00
	68 002	00251164	V68073437 GANAHL LUMBER	08/24/17	MW 0101-0000-0-9510-0000-000-000	875.21
	68 002	00251164	V68073437 GANAHL LUMBER	08/24/17	MW 0101-8150-0-4500-0000-8110-000	1,370.40
	68 002	00251165	V68154276 HERITAGE WINDOW COVERING	08/24/17	MW 0101-0400-0-4300-1140-1000-030	7,520.00
	68 002	00251165	V68154276 HERITAGE WINDOW COVERING	08/24/17	MW 0101-8150-0-5605-0000-8110-026	1,300.00
	68 002	00251166	V68059250 HIRSCH PIPE & SUPPLY	08/24/17	MW 0101-8150-0-4500-0000-8110-000	10,695.79
	68 002	00251167	V68143106 HOUGHTON MIFFLIN HARCOURT	08/24/17	MW 0101-0000-0-5800-0000-7700-000	11,999.00
1	68 002	00251168	V68155654 KnowledgeNet	08/24/17	MW 0101-0000-0-5800-0000-7700-000	17,492.00
Att Pa	<b>T</b> 68 002	00251169	V68152347 KYA SERVICES LLC	08/24/17	MW 0101-8150-0-5605-0000-8110-206	6,066.81
aci ge	-	00251170	V68118980 LOCAL JANITORIAL & VACUUM	08/24/17	MW 0101-0000-0-9510-0000-0000-000	3,377.73
and 1	<b>B</b> 8 002	00251170	V68118980 LOCAL JANITORIAL & VACUUM	08/24/17	MW 0101-0000-0-4500-0000-8210-000	4,883.32
dø of 4	-	00251171	V68117359 PANNING LABATE, TINA	08/24/17	MW 0101-0000-0-9510-0000-0000-000	79.18
t 2 42	-68 002	00251172	V68144925 PARADIGM HEALTH CARE SERVICES	08/24/17	MW 0101-0000-0-9510-0000-0000-000	30,037.03
	68 002	00251173	V68152132 RYAN JACKSON	08/24/17	MW 0101-6500-0-5800-5750-1190-000	4,356.00
	68 002	00251174	V68119665 SCHOOL LOOP	08/24/17	MW 0101-0000-0-5800-0000-7700-000	61,500.00
	68 002	00251174	V68119665 SCHOOL LOOP	08/24/17	MW 0101-3010-0-5800-1110-1000-021	500.00
	68 002	00251175	V68152214 THE AINSLIE COMPANY	08/24/17	MW 0101-0002-0-4400-1140-1000-001	14,500.00
	68 002	00251176	V68154890 VOYAGER SOPRIS LEARNING INC	08/24/17	MW 0101-0790-0-5800-1110-1000-000	21,450.00
	68 002	00251177	V68146077 WEST COAST ARBORISTS INC.	08/24/17	MW 0101-0000-0-5605-0000-8220-000	19,772.00
	68 002	00251178	V68099210 XEROX CORPORATION	08/24/17	MW 0101-0000-0-9510-0000-0000-000	328,875.30
	68 002	00251183	V68106764 CDWG Inc	08/25/17	MW 0101-0000-0-4500-0000-7700-000	807.48
	68 002	00251183	V68106764 CDWG Inc	08/25/17	MW 0101-0002-0-4500-1140-1000-002	671.28
	68 002	00251183	V68106764 CDWG Inc	08/25/17	MW 0101-0002-0-4400-1140-1000-002	671.28
	68 002	00251183	V68106764 CDWG Inc	08/25/17	MW 0101-0002-0-4300-1140-1000-003	165.08
	68 002	00251183	V68106764 CDWG Inc	08/25/17	MW 0101-6387-0-6400-3800-1000-025	25,552.37
7	68 002	00251184	V68155312 CSM CONSULTING INC	08/25/17	-	15,000.00
lo	68 002	00251185	V68024000 CULVER-NEWLIN	08/25/17	MW 0101-0004-0-4300-1180-2420-003	7,240.80
f 93	68 002	00251187	V68155755 American National Red Cross	08/28/17	MW 0101-0010-0-5216-0000-8310-000	210.00
5	<sup>∞</sup>	User: MXI Report: BK3	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 1	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Current Time: 14:08:53

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	CUEUN		Check Date Cancel Date Type	el Date Type Account	Check Amount
			08/28/17	MW 0101-6230-0-6200-0000-8500-000	11,199.59
			08/28/17	MW 0101-0000-0-5216-0000-7110-000	135.00
			08/28/17	MW 0101-0000-0-5500-0000-8200-000	28,978,90
		V68018872 CITY OF SAN JUAN CAPISTRANO	08/28/17	MW 0101-8150-0-5800-0000-8120-000	197.58
	68 00251191	V68033183 COALITION FOR ADEQUATE SCHOOL	08/28/17	MW 0101-8150-0-5216-0000-8105-000	789.00
		V68146265 COMMUNITY ROOTS ACADEMY	08/28/17	MW 0101-0000-0-9510-0000-000	1.026.00
		V68108448 CSBA	08/28/17	MW 0101-0000-0-5216-0000-7110-000	299.00
		V68154429 HUMPHREYS, DANIEL	08/28/17	MW 0101-6264-0-5215-1110-1000-000	797.65
		V68112637 MIND RESEARCH INSTITUTE	08/28/17	MW 0101-0400-0-5800-1130-1000-061	3,265.63
			08/28/17	MW 0101-0000-0-5500-0000-8200-000	6.831.28
		V68151868 NEWSELA INC	08/28/17	MW 0101-3010-0-5800-1110-1000-053	4,500.00
			08/28/17	MW 0101-3320-0-5101-5730-3141-000	533.20
	68	V68105372 ORANGE COUNTY THERAPY SERVICE	08/28/17	MW 0101-6500-0-5801-5750-3141-000	653.60
e Pa	SE:		08/28/17	MW 0101-6500-0-5101-5770-3141-000	533.20
53 ( . <b>ge</b>	<b>≈</b> H	V68146264 OXFORD ACADEMY	08/28/17	MW 0101-0000-0-9510-0000-000-000	3,069.00
of 1 <b>2</b>	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		08/28/17	MW 0101-0000-0-5500-0000-8200-000	110,315.23
110 0 <b>f</b> 4	ñ	V68079190 SANTA MARGARITA WATER	08/28/17	MW 0101-0000-0-5500-0000-8200-000	4,123.11
42	8 <u>8</u>		08/28/17	MW 0101-0000-0-5500-0000-8200-000	2,836.58
	68 00251203	V68143011 SOUTH COAST WATER DISTRICT	08/28/17	MW 0101-0000-0-5500-0000-8200-000	4,928.98
			08/30/17	MW 0101-7220-0-4300-3800-1000-001	5,325.87
			08/30/17	MW 0101-0000-0-4500-0000-7700-000	2,820.00
			08/30/17	MW 0101-0004-0-4114-1180-1000-006	132.00
			08/30/17	MW 0101-6500-0-5212-5750-1190-000	15.51
			08/30/17	MW 0101-3315-0-5213-5730-3150-000	62.48
			08/30/17	MW 0101-6510-0-5213-5710-3150-000	15.63
			08/30/17	MW 0101-3385-0-5212-5710-1110-000	106.24
			08/30/17	MW 0101-3386-0-5212-5710-1110-000	70.84
			08/30/17	MW 0101-6520-0-2920-5750-1190-000	6.42
			08/30/17	MW 0101-6500-0-5212-5750-1130-000	42.80
			08/30/17	MW 0101-0000-0-4400-0000-7180-000	785.82
7			08/30/17	MW 0101-0000-0-4500-0000-7700-000	1,089.84
2 0		V68106764 CDWG Inc	08/30/17	MW 0101-0504-0-4300-1110-1000-000	301.31
f 93	68 00251225	V68153412 CHATFIELD-CLARKE CO. INC	08/30/17	MW 0101-8150-0-4500-0000-8110-000	1,086.00
35	User: ] Report: ]	User: MXROSA - Mercedes Rosales port: BK3006: Consolidated Check Register w. Account	Page 2	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Current Time: 14:08:53

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	Check	CK		Check Date Cancel Date 1 ype	Date Type Account	<b>Uneck Amount</b>
	68	00251226	V68106740 CHRISTENSEN, DENI	08/30/17	MW 0101-0400-0-4500-0000-2700-004	209.74
	68	00251227	V68146234 CINTAS CORPORATION #640	08/30/17	MW 0101-0000-0-5800-0000-8310-000	45.55
	68	00251227	V68146234 CINTAS CORPORATION #640	08/30/17	MW 0101-7230-0-5800-1110-3600-000	1,275.70
	68	00251228	V68018863 CITY OF MISSION VIEJO	08/30/17	MW 0101-8150-0-5800-0000-8120-000	25,683.04
	68	00251229	V68148098 COMMERCE PRINTING	08/30/17	MW 0101-6300-0-4150-1140-1000-000	4,883.76
	68	00251230	V68147693 COMPLETE OFFICE OF CA	08/30/17	MW 0101-0000-0-4500-0000-7300-000	62.11
	68	00251230	V68147693 COMPLETE OFFICE OF CA	08/30/17	MW 0101-0000-0-4500-0000-7340-000	62.10
	68	00251230	V68147693 COMPLETE OFFICE OF CA	08/30/17	MW 0101-6264-0-4500-1110-2100-000	254.94
	68	00251231	V68027192 CONSOLIDATED ELECTRICAL DISTR	08/30/17	MW 0101-8150-0-4500-0000-8110-000	626.31
	68	00251232	V68001404 COSTCO S.J.C.	08/30/17	MW 0101-0400-0-4500-0000-2700-061	111.85
	68	00251232	V68001404 COSTCO S.J.C.	08/30/17	MW 0101-0400-0-4300-1140-1000-001	175.99
	68	00251232	V68001404 COSTCO S.J.C.	08/30/17	MW 0101-0400-0-4400-1140-1000-001	50.86
	68	00251233	V68108186 CROWLEY, HEIDI	08/30/17	MW 0101-0501-0-4500-0000-7400-000	274.66
e Pa		00251234	V68012538 CSTA	08/30/17	MW 0101-6264-0-5216-0000-2100-000	175.00
54 o ge	XH	00251234	V68012538 CSTA	08/30/17	MW 0101-6264-0-5215-1110-1000-000	175.00
$\frac{1}{3}$		00251235	V68026000 DENAULT S HARDWARE	08/30/17	MW 0101-0400-0-4300-1130-1000-055	882.65
10 0 <b>f</b> 4		00251236	V68028760 EMC PARADIGM PUBLISHING	08/30/17	MW 0101-6387-0-4300-3800-1000-006	1,737.28
42	4 <sup>80</sup>	00251237	V68155927 Endean, Samantha	08/30/17	MW 0101-0000-0-9510-0000-000-000	708.87
	68	00251238	V68155923 Everett, Dan	08/30/17	MW 0101-0000-0-9510-0000-000-000	919.94
	68	00251239	V68153264 FLYNN, JOELLE	08/30/17	MW 0101-7230-0-8675-0000-0000-000	575.00
	68	00251240	V68154782 FOCHT, JULIE	08/30/17	MW 0101-0000-0-5213-0000-8106-000	12.84
	68	00251241	V68150202 FOLLETT SCHOOL SOLUTIONS INC	08/30/17	MW 0101-0004-0-4114-1180-1000-005	623.88
	68	00251241	V68150202 FOLLETT SCHOOL SOLUTIONS INC		MW 0101-6300-0-4150-1140-1000-000	4,051.40
	68	00251242	V68153540 FREEDOM CONCEPTS USA LLC	08/30/17	MW 0101-0000-0-9510-0000-000-000	190.85
	68	00251243	V68121143 GARCIA, ELISEO	08/30/17	MW 0101-0000-0-5213-0000-7700-000	43.33
	68	00251244	V68117087 HAYES, NATALIE	08/30/17	MW 0101-3315-0-5213-5730-2700-000	10.70
	68	00251245	V68155920 Hirsch, Barby	08/30/17	MW 0101-0000-0-9510-0000-000-000	344.53
	68	00251246	V68110076 JENT, ANGELA	08/30/17	MW 0101-6500-0-5212-5750-1110-000	83.46
	68	00251247	V68155861 Jones, Timothy or Kimberly	08/30/17	MW 0101-0004-0-4114-1180-1000-005	29.00
	68	00251248	V68146095 JUAREZ, JERARDO R	08/30/17	MW 0101-0000-0-5300-0000-8106-000	271.00
7	68	00251249	V68152858 KATO, WENDI	08/30/17	MW 0101-0004-0-4114-1180-1000-005	90.00
3 o	68	00251249	V68152858 KATO, WENDI	08/30/17	MW 0101-3410-0-5212-5750-1190-000	16.05
f 93	68	00251250	V68155925 Kennedy, Laura	08/30/17	MW 0101-0000-0-9510-0000-0000-000	627.92
5		User: MXI Report: BK3	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 3	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Current Time: 14:08:53

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	Check	ck	Payee ID Payee Name	Check Date Cancel Date Tune	i Data Tuna Account	Chool: Amount
	68	00251251	V68100337 KIMINAS, ANTHONY	08/30/17		CUCCA ALIJUURI
	68	00251252	V68144487 KLISTER, PAMELA	08/30/17		0/.077
	68	00251253	V68146751 LACHEMANN, DINA	08/30/17		30.38 99.00
	68	00251254	V68155931 Lookout Books	08/30/17		00.00
	68	00251255	V68102834 MARLIN COMPANY, THE	08/30/17		00.041 060 75
	68	00251255	V68102834 MARLIN COMPANY, THE	08/30/17		C1.606 22 090
	68	00251256	V68155922 Martz, Courtney	08/30/17	_	613.00
		00251257	V68112270 MCCORMICK, LENORE	08/30/17		27.78
	68	00251258	V68144881 MERCURY DISPOSAL SYSTEM INC.	08/30/17		1.207.50
	-	00251259	V68155924 Meyers, Emily	08/30/17	MW 0101-0000-0-9510-0000-0000-000	50.53
		00251260	V68155926 Misiow, Ron	08/30/17	-	358.73
		00251261		08/30/17	MW 0101-3315-0-5213-5730-3140-000	1.41
	89	00251261	V68146862 MORRIS, LINDSEY	08/30/17	MW 0101-6500-0-5213-5750-3140-000	16.24
e Pa	se E	00251262	V68155864 Nagata, Jack	08/30/17	MW 0101-0004-0-4114-1180-1000-005	225.00
55 o ge	жн	00251263		08/30/17	MW 0101-3410-0-5212-5750-1190-000	117.16
of 1 <b>4 (</b>	) B	00251264		08/30/17	MW 0101-0000-0-5500-0000-8200-000	14,665.18
10 0 <b>f</b> 4	ñ	00251265		08/30/17	MW 0101-0000-0-5800-0000-7180-000	-612.00
42	84 4	00251265		08/30/17	MW 0101-0000-0-5800-0000-7530-000	1,313.52
	-	00251266	V68152221 PALFINGER LIFTGATES LLC	08/30/17	MW 0101-8150-0-5605-0000-8230-000	1,145.86
	-	00251267		08/30/17	MW 0101-6500-0-5212-5750-1110-000	96.30
	-	00251268		08/30/17	MW 0101-0000-0-9510-0000-000-000	1,218.92
	-	00251269		08/30/17	MW 0101-0004-0-4114-1180-1000-006	261.66
	Ť.,	00251269		08/30/17	MW 0101-6300-0-4150-1140-1000-000	490.95
	-	00251270		08/30/17	MW 0101-0000-0-4500-0000-7550-000	32.29
	-	00251271		08/30/17	MW 0101-0000-0-5800-0000-7550-000	65.72
	-	00251272		08/30/17	MW 0101-0000-0-4500-0000-8220-000	530.85
	-	00251273		08/30/17	MW 0101-8150-0-5605-0000-8110-000	132.85
	-	00251274		08/30/17	MW 0101-6512-0-5115-5750-3110-000	510.00
	-	00251275		08/30/17	MW 0101-3010-0-5800-1110-1000-000	3,552.00
	Ť.,	00251276		08/30/17	MW 0101-0000-0-5500-0000-8200-000	16,828.09
74	-	00251277		08/30/17	MW 0101-0000-0-9510-0000-000-000	83,453.00
4 o	Ĩ.	00251278		08/30/17	MW 0101-0000-0-5500-0000-8200-000	2,536.61
f 93	68 0	00251279	V68155605 SCHOOL DATEBOOKS COMPANY	08/30/17	MW 0101-0400-0-4300-1130-1000-069	768.38
5		User: MXR Report: BK30	User: MXROSA - Mercedes Rosales port: BK3006: Consolidated Check Register w. Account	Page 4	Current Date: Current Time:	Current Date: 09/20/2017 Current Time: 14:08:53

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	68 00751780	VK8155660	DR/20/17	NUV 0101 6500 0 5900 6770 1100 000	CHECK AUTOULL
		1001000211	L1/0C/00		10.012
	18212200 89		08/20/17	MW 0101-0200-0-4140-1110-1000-000	10,//0.00
		OCTONODA	/ 1 /06/00		407.30
		V68154380	08/30/17	-	959.40
	68 00251284	4 V68023172 SIGNS BY CREATIONS UNLIMITED	08/30/17	MW 0101-8150-0-4500-0000-8110-000	272.44
	68 00251285	5 V68117164 SIMONSON PHOTOGRAPHY	08/30/17	MW 0101-0000-0-4500-0000-7110-000	538.75
	68 00251286	6 V68152674 SITEONE LANDSCAPE SUPPLY	08/30/17	MW 0101-0000-0-4500-0000-8220-000	377.22
	68 00251287	7 V68154432 SMALLEY, JENNIFER	08/30/17	MW 0101-0400-0-4500-0000-2700-006	392.94
	68 00251288	8 V68112866 SMARDAN SUPPLY COMPANY	08/30/17	MW 0101-8150-0-4500-0000-8110-000	1,642.56
	68 00251289	9 V68084100 SO CA GAS CO	08/30/17	MW 0101-0000-0-5500-0000-8200-000	1,886.87
	68 00251290	0 V68117716 SOUTH COAST ANSWERING SERVICE	08/30/17	MW 0101-8150-0-5800-0000-8110-000	153.99
	68 00251291	1 V68154445 SOUTHERN CALIFORNIA	08/30/17	MW 0101-0000-0-5300-0000-7150-000	150.00
	68 00251292	2 V68155928 Swaykus, Sarah	08/30/17	MW 0101-0000-0-9510-0000-0000-000	1,734.18
e Pa	168 00251293	3 V68121007 TEXTBOOK WAREHOUSE	08/30/17	MW 0101-6300-0-4150-1140-1000-000	4,939.26
56 o ge		4 V68152808 THE PEP BOYS-MANNY MOE JACK OF	08/30/17	MW 0101-7230-0-4600-1110-3600-000	297.84
of 1 5 (		5 V68112012 TRUCK AND AUTO SUPPLY INC	08/30/17	MW 0101-7230-0-4600-1110-3600-000	1,056.47
110 0 <b>f</b> 4	<b>File</b> 00251296	6 V68093334 UNITED RENTALS	08/30/17	MW 0101-0000-0-5605-0000-8220-000	170.25
42	<u>+</u> 68 00251297	7 V68118382 US BANK	08/30/17	MW 0101-0000-0-5216-0000-7110-000	745.00
	68 00251298	8 V68144734 VISTA HIGHER LEARNING	08/30/17	MW 0101-6300-0-4150-1140-1000-000	14,632.84
	68 00251299	9 V68019265 VISTA PAINT & WALLCOVERING	. 08/30/17	MW 0101-8150-0-4500-0000-8110-000	96.56
	68 00251300	0 V68155921 Waterman, Beth	08/30/17	MW 0101-0000-0-9510-0000-0000-000	922.64
	68 00251301	1 V68110858 WAYSIDE PUBLISHING	08/30/17	MW 0101-6300-0-4150-1140-1000-000	119.99
	68 00251302	2 V68143731 WINGARD, RICHARD AND LORENA	08/30/17	MW 0101-6500-0-5800-5750-3140-000	1,000.00
	68 00251303	3 V68148150 WOODWIND AND BRASSWIND	08/30/17	MW 0101-0002-0-4300-1140-1000-031	312.37
	68 00251316	6 V68111674 APEX LEARNING INC	08/31/17	MW 0101-6300-0-5800-3300-1000-000	121,000.00
	68 00251317	7 V68049767 BENS ASPHALT	08/31/17	MW 0101-8150-0-5605-0000-8110-000	24,984.64
	68 00251318	8 V68130535 CDW GOVERNMENT INC.	08/31/17	MW 0101-0000-0-9510-0000-0000-000	6,100.97
	68 00251319	9 V68154241 CIVIC PERMITS INC	08/31/17	MW 0101-0000-0-5800-0000-8106-000	14,364.00
	68 00251320	0 V68108448 CSBA	08/31/17	MW 0101-0000-0-5300-0000-7150-000	20,100.00
	68 00251321	1 V68155142 ECE4AUTISM	08/31/17	MW 0101-6500-0-5802-5750-1180-000	4,169.70
7:	68 00251322	2 V68071639 EVERYTHING MEDICAL LLC	08/31/17	MW 0101-0000-0-9321-0000-0000-000	6,922.32
5 0	68 00251323	3 V68035251 GLEN PRODUCTS	08/31/17	MW 0101-8150-0-4500-0000-8110-000	5,605.69
f 93	68 00251324	4 V68035251 GLEN PRODUCTS	08/31/17	MW 0101-8150-0-4500-0000-8110-000	370.44
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	68 00251325	V68062513		_	LINCLA AIRUULL
	68 00251326	326 V68143562 LIBERTY PAPER	08/31/17		70.070 10
	68 00251328	V68028870	08/31/17		12.000/12
	68 00251328	328 V68028870 OFFICE DEPOT	08/31/17		61.13
	68 00251328	328 V68028870 OFFICE DEPOT	08/31/17	-	8.913.00
			08/31/17	MW 0101-0002-0-4300-1140-1000-022	162.65
		328 V68028870 OFFICE DEPOT	08/31/17	MW 0101-6500-0-4500-5001-2100-000	294.85
			APANY OF 08/31/17	MW 0101-8150-0-5605-0000-8110-000	11.539.50
		330 V68155773 Patterson, Pamela	08/31/17	MW 0101-6500-0-5800-5750-1190-000	2,548.40
		V68145420	T SERVICES 08/31/17	MW 0101-0000-0-5900-0000-7540-000	2,701.25
			ms 08/31/17	MW 0101-0000-0-9510-0000-000-000	2,500.00
		V68117757	08/31/17	MW 0101-0400-0-4300-1130-1000-056	2,495.60
	68	V68117757	08/31/17	MW 0101-3010-0-4300-1110-1000-061	5,037.31
e Pa	SE E	V68001018	09/01/17	MW 0101-7230-0-4600-1110-3600-000	7,910.35
57 o ge	Жн		RE 09/01/17	MW 0101-8150-0-5605-0000-8230-000	3,817.82
of 1 <b>6 (</b>	B	V68154134	OF 09/01/17	MW 0101-0000-0-5300-0000-7180-000	195.00
10 0 <b>f</b> 4	۴	V68147659	09/01/17	MW 0101-6300-0-4150-1140-1000-000	3,964.25
42	8 <u>9</u>		C 09/01/17	MW 0101-8150-0-4500-0000-8110-000	3,180.63
		V68155718	09/01/17	MW 0101-6500-0-5800-5750-3600-000	42.34
		V68154936	INC. 09/01/17	MW 0101-8150-0-5605-0000-8230-000	1,476.18
	_	V68146284	09/01/17	MW 0101-7230-0-4600-1110-3600-000	14,631.39
	_		INC 09/01/17	MW 0101-6387-0-4400-3800-1000-006	259.56
		V68108311	09/01/17	MW 0101-8150-0-4500-0000-8110-000	241.48
		V68019025	UCTS 09/01/17	MW 0101-8150-0-4500-0000-8110-000	128.60
		V68155541	NTAGE	MW 0101-6387-0-7283-6000-9200-000	1,000,000.00
			A 09/01/17	MW 0101-0790-0-4500-4760-2100-000	169.47
		V68108448	09/01/17	MW 0101-0000-0-5800-0000-7110-000	1,190.00
			09/01/17	MW 0101-8150-0-4500-0000-8110-000	3,825.46
		V68154409	DUCTS INC 09/01/17	MW 0101-0000-0-4500-000-8220-000	3,617.91
		V68141791		MW 0101-7240-0-4600-5001-3600-000	3,289.16
70		V68118205	09/01/17	MW 0101-7230-0-4600-1110-3600-000	425.99
60		V68152883	09/01/17	MW 0101-0000-0-4500-0000-8210-000	2,800.09
f 93	68 00251356	56 V68143239 HARBOTTLE LAW GROUP A	P A 09/01/17	MW 0101-0000-0-9510-0000-0000-000	68,708.50
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68	00251356	V68143239 HARBOTTLE LAW GROUP A	09/01/17	MW 0101-6500-0-5820-5001-2100-000	3,257.99
68	00251357	V68083487 HAWTHORNE EDUCATIONAL SERV	09/01/17	MW 0101-0000-0-4500-0000-3120-000	77.60
68	00251357	V68083487 HAWTHORNE EDUCATIONAL SERV	09/01/17	MW 0101-6500-0-4500-5001-3120-000	116.40
68	00251358	V68143106 HOUGHTON MIFFLIN HARCOURT	09/01/17	MW 0101-0000-0-4500-0000-3120-000	141.09
68	00251358	V68143106 HOUGHTON MIFFLIN HARCOURT	09/01/17	MW 0101-6500-0-4500-5001-3120-000	211.64
68	00251359	V68115402 JINDRA, KIMBERLY	09/01/17	MW 0101-6264-0-5215-1110-1000-000	468.96
68	00251360	V68155483 JULIE RIFFE AND JACKIE RIFFE	09/01/17	MW 0101-0000-0-9510-0000-0000-000	2,050.00
68	00251361	V68114069 LRP PUBLICATIONS	09/01/17	MW 0101-0504-0-5800-0000-2100-000	293.49
68	00251362	V68153564 PATON MILLER LLC DBA	09/01/17	MW 0101-6387-0-4400-3800-1000-003	55,656.71
68	00251363	V68069310 PERMA-BOUND	09/01/17	MW 0101-0004-0-4114-1180-1000-006	4,706.72
68	00251364	V68103295 PSYCHOLOGICAL ASSESSMENT RES	09/01/17	MW 0101-0000-0-4500-0000-3120-000	2,451.60
68	00251364	V68103295 PSYCHOLOGICAL ASSESSMENT RES	09/01/17	MW 0101-6500-0-4500-5001-3120-000	3,249.72
68	00251365	V68078255 SAN DIEGO GAS & ELECTRIC	09/01/17	MW 0101-0000-0-5500-0000-8200-000	54,584.17
	00251366	V68079190 SANTA MARGARITA WATER	09/01/17	MW 0101-0000-0-5500-0000-8200-000	8,668.34
	00251367	V68079860 SCHOOL SERVICES OF CALIFORNIA	09/01/17	MW 0101-0000-0-4500-0000-7300-000	3,660.00
	00251368	V68112485 SCOTT AND KATHY TAYLOR	09/01/17	MW 0101-0000-0-9510-0000-0000-000	3,600.00
	00251369	V68155660 Scott and Tatum Wolfe		MW 0101-6500-0-5800-5770-1190-000	315.00
-	00251370	V68145400 SELECT EQUIPMENT SALES INC	09/01/17	MW 0101-0000-0-5605-0000-7540-000	916.09
68	00251371	V68104414 SHRED-IT USA LLC	09/01/17	MW 0101-0000-0-5800-0000-7540-000	392.10
68	00251372	V68112866 SMARDAN SUPPLY COMPANY	09/01/17	MW 0101-8150-0-4500-0000-8110-000	116.37
68	00251373	V68084100 SO CA GAS CO	09/01/17	MW 0101-0000-0-5500-0000-8200-000	601.10
68	00251374	V68122718 SOUTHERN CALIFORNIA EDISON	09/01/17	MW 0101-0000-0-5500-0000-8200-000	5,041.63
68	00251375	V68050288 SPICERS PAPER CO	09/01/17	MW 0101-0000-0-9321-0000-0000-000	725.37
68	00251375	V68050288 SPICERS PAPER CO	09/01/17	MW 0101-0000-0-4500-0000-7550-000	4,110.45
68	00251376	V68007162 STAPLES ADVANTAGE	09/01/17	MW 0101-0000-0-4500-0000-7550-000	143.04
68	00251377	V68121007 TEXTBOOK WAREHOUSE	09/01/17	MW 0101-6300-0-4150-1140-1000-000	387.36
68	00251378	V68155622 Townsend Public Affairs Inc	09/01/17	MW 0101-0501-0-5800-0000-7180-000	8,000.00
68	00251379	V68067850 VERIZON WIRELESS	09/01/17	MW 0101-8150-0-5605-0000-8110-000	3,983.02
68	00251380	V68019265 VISTA PAINT & WALLCOVERING	09/01/17	MW 0101-8150-0-4500-0000-8110-000	146.12
68	00251381	V68146077 WEST COAST ARBORISTS INC.	09/01/17	MW 0101-0000-0-5605-0000-8220-000	61,138.00
68	00251395	V68107880 AUDITORY INSTRUMENTS	09/06/17	MW 0101-0002-0-4500-0000-2700-006	102.51
68	00251396	V68154658 BIG E GROUP, THE	09/06/17	MW 0101-8150-0-4500-0000-8110-000	462.77
68	00251397	V68143176 CAMCOR INC	09/06/17	MW 0101-0400-0-4300-1140-1000-005	291.79
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68 of 110 Page 7 of 42 77 of 935	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	00251356 00251357 00251357 00251358 00251358 00251369 00251363 00251363 00251363 00251365 00251365 00251375 00251376 00251376 00251376 00251376 00251377 00251377 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378 00251378	00251356       V68143239         00251357       V68083487         00251357       V68083487         00251358       V68143106         00251359       V68143106         00251356       V68143106         00251359       V68143106         00251356       V68115402         00251361       V68115402         00251362       V68115402         00251363       V68115402         00251364       V68115402         00251365       V68115406         00251366       V68115266         00251367       V68079190         00251366       V681122485         00251376       V681122485         00251376       V681122485         00251376       V681122485         00251376       V6810732560         00251377       V6810732560         00251377       V68104414         00251377       V68104414         00251377       V68104414         00251377       V68104414         00251376       V68104414         00251377       V68104414         00251376       V68104414         00251377       V68104265         00251377       V68104700 </td <td>00251356         V6814223         HARBOTTLE LAW GROUP A           00251357         V6803487         HAWTHORNE EDUCATIONAL SERV           00251357         V6803487         HAWTHORNE EDUCATIONAL SERV           00251357         V68143106         HOUGHTON MIFFLIN HARCOURT           00251358         V68143106         HOUGHTON MIFFLIN HARCOURT           00251356         V68143106         HOUGHTON MIFFLIN HARCOURT           00251361         V68113402         INDRA, KIMBERLY           00251361         V68113402         INDRA, KIMBERLY           00251362         V68113402         INDRA, KIMBERLY           00251361         V68113402         INDRA, KIMBERLY           00251362         V68113402         INDRA, KIMBERLY           00251363         V68113405         INDRA, KIMBERLY           00251364         V68103295         FFCHOLOGICAL ASSESSMENT RES           00251364         V68103295         FSYCHOLOGICAL ASSESSMENT RES           00251364         V68103295         FSYCHOLOGICAL ASSESSMENT RES           00251365         V68103295         FSYCHOLOGICAL ASSESSMENT RES           00251365         V6811244         SRELECT EQUIPMENT SALES INTRO           00251365         V68112465         SANTA MARGARTA           00251370</td> <td>Observation         Observation         Observation</td>	00251356         V6814223         HARBOTTLE LAW GROUP A           00251357         V6803487         HAWTHORNE EDUCATIONAL SERV           00251357         V6803487         HAWTHORNE EDUCATIONAL SERV           00251357         V68143106         HOUGHTON MIFFLIN HARCOURT           00251358         V68143106         HOUGHTON MIFFLIN HARCOURT           00251356         V68143106         HOUGHTON MIFFLIN HARCOURT           00251361         V68113402         INDRA, KIMBERLY           00251361         V68113402         INDRA, KIMBERLY           00251362         V68113402         INDRA, KIMBERLY           00251361         V68113402         INDRA, KIMBERLY           00251362         V68113402         INDRA, KIMBERLY           00251363         V68113405         INDRA, KIMBERLY           00251364         V68103295         FFCHOLOGICAL ASSESSMENT RES           00251364         V68103295         FSYCHOLOGICAL ASSESSMENT RES           00251364         V68103295         FSYCHOLOGICAL ASSESSMENT RES           00251365         V68103295         FSYCHOLOGICAL ASSESSMENT RES           00251365         V6811244         SRELECT EQUIPMENT SALES INTRO           00251365         V68112465         SANTA MARGARTA           00251370	Observation         Observation

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	Check	ck	Pavee ID Pavee Name	Chaoly Data Canad Data Trunc		
	68	00251398	947	09/06/17	MW 0101-0002-0-4500-0000-2700-023	CHECK AIROUR
	68	00251399	V68147693 COMPLETE OFFICE OF CA	09/06/17		51.60
	68	00251400	V68112600 COX COMMUNICATIONS	09/06/17		35.21
	68	00251401	V68117165 DEMCO	09/06/17	-	244.80
	68	00251402	V68101114 DEPT OF JUSTICE	09/06/17	MW 0101-0000-0-5800-0000-7400-000	972.00
		00251403		09/06/17	MW 0101-8150-0-4500-0000-8110-000	493.26
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		00251405	V68147511 ENET COMPONENTS INC	09/06/17	MW 0101-0000-0-4500-0000-7700-000	4,676.30
		00251406	V68110087 ENGELSON, NATALIE	09/06/17	MW 0101-0000-0-4500-0000-7180-000	392.73
		00251407	V68150202 FOLLETT SCHOOL SOLUTIONS INC	09/06/17	MW 0101-6300-0-4150-1140-1000-000	5,430.81
		00251408	V68151399 FOX, JAMES H.	09/06/17	MW 0101-0004-0-4114-1180-1000-001	81.00
		00251409		09/06/17	MW 0101-6300-0-4140-1110-1000-000	5,286.04
	_	00251409		09/06/17	MW 0101-6300-0-4150-1140-1000-000	7,499.92
6 Po	-	00251410		09/06/17	MW 0101-6264-0-5215-1110-1000-000	207.84
59 ( Ge	хён	00251411	V68044032 INTERSTATE BATTERIES	09/06/17	MW 0101-7230-0-4600-1110-3600-000	3,229.92
of 1 8		00251412		09/06/17	MW 0101-8150-0-4500-0000-8110-000	3,292.60
110 of		00251413	V68104580 LAWSON PRODUCTS INC	09/06/17	MW 0101-7230-0-4600-1110-3600-000	78.59
12	-	00251414	V68155838 LAZATIN, BRIANNA	09/06/17	MW 0101-6264-0-5215-1110-1000-000	817.82
		00251415	V68118980 LOCAL JANITORIAL & VACUUM	09/06/17	MW 0101-0000-0-4500-0000-8210-000	701.40
		00251416		09/06/17	MW 0101-0400-0-4500-0000-3600-000	422.44
		00251417		09/06/17	MW 0101-7240-0-5605-5001-3600-000	1,102.00
		00251417		09/06/17	MW 0101-8150-0-5605-0000-8230-000	152.43
	_	00251418		09/06/17	MW 0101-0000-0-4500-0000-3120-000	229.11
		00251418	V68121862 NCS PEARSON INC.	09/06/17	MW 0101-6500-0-4500-5001-3120-000	343.66
	_	00251419		09/06/17	MW 0101-0000-0-9510-0000-0000-000	473.05
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	-	00251421		09/06/17	MW 0101-6264-0-5215-1110-1000-000	203.25
	-	00251422	V68149897 O REILLY AUTO PARTS	09/06/17	MW 0101-8150-0-4500-0000-8230-000	943.16
	-	00251423	V68105435 PEARSON EDUCATION INC	09/06/17	MW 0101-6387-0-4300-3800-1000-006	5,332.51
7	-1	00251424		09/06/17	MW 0101-7230-0-4600-1110-3600-000	9,113.27
8 o	Ē	00251424	V68154724 PINNACLE PETROLEUM INC	09/06/17	MW 0101-7240-0-4600-5001-3600-000	9,113.27
f 93	68	00251424	V68154724 PINNACLE PETROLEUM INC	09/06/17	MW 0101-7240-0-4600-5001-3600-000	7,763.16
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	68	00251425	V68071346 PREMIER SCHOOL AGENDAS	09/06/17	MW 0101-0400-0-4300-1130-1000-061	2,771.61
	68	00251426	V68071950 QUALITY TOWING	09/06/17	MW 0101-8150-0-5800-0000-8230-000	43.00
	68	00251427	V68153530 SIMPSON IRVINE INC	09/06/17	MW 0101-8150-0-4500-0000-8230-000	131.02
	68	00251428	V68122583 SMOG EXPRESS	09/06/17	MW 0101-7240-0-5800-5001-3600-000	348.70
	68	00251429	V68152565 SNAP ON INCORPORATED	09/06/17	MW 0101-7230-0-4600-1110-3600-000	918.71
	68	00251430	V68108107 SOLUTION TREE INC	09/06/17	MW 0101-0400-0-5215-1140-1000-025	669.00
	68	00251431	V68148172 SOUTHERN COUNTIES LUBRICANTS	09/06/17	MW 0101-7240-0-4600-5001-3600-000	1,560.44
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	68	00251432	V6899999 STATE BOARD OF EQUALIZATION	09/06/17	MW 0101-0000-0-4500-0000-7700-000	295.51
	68	00251432	V6899999 STATE BOARD OF EQUALIZATION	09/06/17	MW 0101-6300-0-4150-1140-1000-000	284.74
р. <sup>7</sup>	Ë	00251432	V6899999 STATE BOARD OF EQUALIZATION		MW 0101-6500-0-4500-5001-3120-000	259.43
/0 c	X	00251433	V68146319 STORAGE CONTAINER.COM	09/06/17	MW 0101-0000-0-5605-0000-8210-000	1,725.00
of 1	IIB	00251434	V68109962 SWEETWATER SOUND	09/06/17	MW 0101-3555-0-4300-3800-1000-005	3,364.54
10	١ <del>ç</del>	00251435	V68089320 TARGET SPECIALTY PROD	09/06/17	MW 0101-0000-0-4500-0000-8220-000	1,057.04
17	4 <sup>80</sup>	00251436	V68121007 TEXTBOOK WAREHOUSE	09/06/17	MW 0101-6300-0-4150-1140-1000-000	700.38
	68	00251437	V68152808 THE PEP BOYS-MANNY MOE JACK OF	09/06/17	MW 0101-7230-0-4600-1110-3600-000	455.61
	68	00251438	V68155934 Tong, Marlen	09/06/17	MW 0101-0400-0-4500-0000-2700-004	46.47
	68	00251439	V68147300 TUTTLE CLICK FORD LINCOLN	09/06/17	MW 0101-8150-0-4500-0000-8230-000	1,075.97
	68	00251440	V68093334 UNITED RENTALS	09/06/17	MW 0101-0000-0-5605-0000-8220-000	169.99
	68	00251440	V68093334 UNITED RENTALS	09/06/17	MW 0101-8150-0-5605-0000-8110-000	2,934.74
	68	00251445	V68152532 ADVANTAGE WEST INVESTMENT	09/07/17	MW 0101-0000-0-4500-0000-8210-000	60,709.65
	68	00251446	V68147757 ANIMAL PEST MANAGEMENT SERVICE	09/07/17	MW 0101-0000-0-5605-0000-8220-000	4,090.00
	68	00251447	V68146310 BARBER & GONZALES CONSULTING	09/07/17	MW 0101-0000-0-5800-0000-7120-000	8,273.78
	68	00251448	V68147332 BRAINFUSE INC	09/07/17	MW 0101-6300-0-5800-3300-1000-014	4,455.00
	68	00251449	V68071639 EVERYTHING MEDICAL LLC	09/07/17	MW 0101-0000-0-9321-0000-0000-000	2,516.32
	68	00251450	V68155629 Ferguson Enterprises Inc	09/07/17	MW 0101-8150-0-4500-0000-8110-000	5,716.12
	68	00251451	V68059250 HIRSCH PIPE & SUPPLY	09/07/17	MW 0101-8150-0-4500-0000-8110-000	8,705.55
70	68	00251452	V68117362 IDEAL COMPUTER SOUTH INC	09/07/17	MW 0101-0000-0-5800-0000-7700-000	2,217.00
9 ~	68	00251453	V68069226 J W PEPPER-LOS ANGELES	09/07/17	MW 0101-0000-0-9510-0000-0000-000	2,029.84
f 93	68	00251458	V68001018 A Z BUS SALES INC	09/08/17	MW 0101-7230-0-4600-1110-3600-000	914.17
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	68	00251461	V68142187 AMERICAN TECHNOLOGIES	09/08/17		110-000	2 110 46
	68	00251462	V68038893 ARTESIA SAWDUST	09/08/17		220-000	3 757 74
	68	00251463	V68102200 AUTOLIFT SERVICES	09/08/17	-	600-000	3 675 00
		00251464	V68076299 BEACH CITIES GLASS INC	09/08/17		110-000	465 20
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		00251468		09/08/17	MW 0101-8150-0-5605-0000-8110-000	110-000	301.50
		00251469		09/08/17	MW 0101-0000-0-8096-0000-0000-205	000-205	2,765,830.00
Т		00251470		09/08/17	MW 0101-6264-0-5215-1110-1000-000	000-000	775.00
7		00251471		09/08/17	MW 0101-0400-0-4500-0000-2700-004	700-004	75.00
10		00251472		09/08/17	MW 0101-0000-0-5500-0000-8200-000	200-000	10,065.62
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	-	00251476		09/08/17	MW 0101-0000-0-9510-0000-000	000-000	93.63
	-	00251477		09/08/17	MW 0101-0400-0-4300-1130-1000-055	000-055	126.46
	-	00251478		09/08/17	MW 0101-8150-0-4500-0000-8110-000	110-000	241.27
	-	00251479		09/08/17	MW 0101-0000-0-4500-0000-8220-000	220-000	1,437.30
	-	00251480		09/08/17	MW 0101-7240-0-4600-5001-3600-000	600-000	80.65
	-	00251481		09/08/17	MW 0101-7230-0-4600-1110-3600-000	600-000	793.19
	-	00251482		09/08/17	MW 0101-6264-0-5215-1110-1000-000	000-000	747.42
	-	00251483	V68154940 GONZALEZ, VANESSA A.	09/08/17	MW 0101-0000-0-8699-0000-0000-000	000-000	125.60
	-	00251484		09/08/17	MW 0101-8150-0-4500-0000-8110-000	110-000	855.06
	_	00251485	V68044032 INTERSTATE BATTERIES	09/08/17	MW 0101-7230-0-4600-1110-3600-000	600-000	3,464.16
	-	00251486		09/08/17	MW 0101-0000-0-8699-0000-0000-000	000-000	185.42
	-	00251487		09/08/17	MW 0101-0000-0-9510-0000-0000	000-000	500.00
80	-	00251488		09/08/17	MW 0101-0000-0-8096-0000-0000-201	000-201	319,134.00
) o	Ē.,	00251489	V68062513 KELLY PAPER COMPANY	09/08/17	MW 0101-0000-0-4500-0000-7550-000	550-000	678.35
f 93	68 0	00251490	V68100464 KUNZE-THIBEAU, LORI	09/08/17	MW 0101-6520-0-4300-5750-1190-000	190-000	20.87
5		User: MXR		Page		Current Date: 09/20/2017	09/20/2017
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	68	00251493	V68155968 Light, Kimberly M	09/08/17	MW 0101-0000-0-8699-0000-000-000	221.64
	68	00251494	V68155969 Linhart, Barbara A	09/08/17	MW 0101-0000-0-8699-0000-000-000	226.26
	68	00251495	V68155970 Manseau, Lynn M	09/08/17	MW 0101-0000-0-8699-0000-000-000	185.44
	68	00251496	V68061270 MOULTON NIGUEL WATER	09/08/17	MW 0101-0000-0-5500-0000-8200-000	20,959.72
	68	00251497	V68149897 O REILLY AUTO PARTS	09/08/17	MW 0101-8150-0-4500-0000-8230-000	761.02
	68	00251498	V68066589 OCEAN INSTITUTE	09/08/17	MW 0101-0400-0-5840-1130-1000-074	1,600.00
	68	00251499	V68113144 OPPORTUNITY FOR LEARNING	09/08/17	MW 0101-0000-0-8096-0000-0000-203	112,442.00
	68	00251500	V68153868 ORANGE COUNTY ACADEMY OF	09/08/17	MW 0101-0000-0-8096-0000-0000-202	222,330.00
	68	00251501	V68146264 OXFORD ACADEMY	09/08/17	MW 0101-0000-0-8096-0000-0000-204	555,825.00
	68	00251502	V68155971 Papell, Jessica L	09/08/17	MW 0101-0000-0-8699-0000-000-000	323.31
1	68	00251503	V68155963 PEREZ, TAINA	09/08/17	MW 0101-0400-0-4500-0000-2700-004	204.26
	۶ گ	00251504	V68152442 POSPICHAL, WENDY	09/08/17	MW 0101-6500-0-5216-5001-2100-000	514.33
72 (	X <del>ĩ</del> H	00251505	V68071346 PREMIER SCHOOL AGENDAS	09/08/17	MW 0101-0400-0-4300-1130-1000-055	1,546.76
of 1	IĨB	00251506	V68026328 RINCON TRUCK PARTS	09/08/17	MW 0101-7230-0-4600-1110-3600-000	665.81
110	۱ <sup>°</sup>	00251506	V68026328 RINCON TRUCK PARTS	09/08/17	MW 0101-8150-0-5605-0000-8230-000	72.50
	<b>4</b> 9	00251507	V68155972 Rodriguez, Andrew	09/08/17	MW 0101-0000-0-8699-0000-000-000	40.00
,	68	00251508	V68119996 ROYAL PLYWOOD COMPANY	09/08/17	MW 0101-8150-0-4500-0000-8110-000	3,931.94
	68	00251509	V68145500 RUSSELL SIGLER INC.	09/08/17	MW 0101-8150-0-4500-0000-8110-000	206.20
	68	00251510	V68152202 S C SIGNS & SUPPLIES LLC	09/08/17	MW 0101-8150-0-4500-0000-8110-000	110.78
	68	00251511	V68123515 SAFETY KLEEN CORP	09/08/17	MW 0101-0000-0-5800-0000-8310-000	244.00
	68	00251512	V68078255 SAN DIEGO GAS & ELECTRIC	09/08/17	MW 0101-0000-0-5500-0000-8200-000	182,598.97
	68	00251513	V68079190 SANTA MARGARITA WATER	09/08/17	MW 0101-0000-0-5500-0000-8200-000	1,595.89
	68	00251514	V68081031 SCOTT FORESMAN	09/08/17	MW 0101-6300-0-4140-1110-1000-000	25,733.83
	68	00251515	V68155094 SIMPSON, LORINDA LEE	09/08/17	MW 0101-0000-0-8699-0000-000-000	5.04
	68	00251516	V68122583 SMOG EXPRESS	09/08/17	MW 0101-7240-0-5800-5001-3600-000	556.60
	68	00251516	V68122583 SMOG EXPRESS	09/08/17	MW 0101-8150-0-5800-0000-8230-000	101.90
	68	00251517	V68084100 SO CA GAS CO	09/08/17	MW 0101-0000-0-5500-0000-8200-000	960.14
	68	00251518	V68122978 SOCIAL THINKING PUBLISHING	09/08/17	MW 0101-5640-0-4300-5750-1190-000	139.11
8	68	00251519	V68143011 SOUTH COAST WATER DISTRICT	09/08/17	MW 0101-0000-0-5500-0000-8200-000	14,955.72
1.0	68	00251520	V68122718 SOUTHERN CALIFORNIA EDISON	09/08/17	MW 0101-0000-0-5500-0000-8200-000	63,212.13
f 9?	68	00251521	V68155973 Stadler, Heidi	09/08/17	MW 0101-0000-0-8699-0000-0000-000	4.84
85		User: MXR	User: MXROSA - Mercedes Rosales	Page	Current Da	Current Date: 09/20/2017
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	89	00251522	V68145728 STARFALL EDUCATION	09/08/17	MW 0101-0002-0-5800-1130-1000-068	270.00
	68	00251523	V68155448 STEVER, NICK R.	09/08/17	MW 0101-0400-0-4500-0000-2700-027	76.21
	68	00251524	V68115245 SWEETMAN SYSTEMS	09/08/17	MW 0101-6500-0-4400-5770-1190-000	454.03
	68	00251525	V68155934 Tong, Marlen	09/08/17		31.08
	68	00251526	V68112012 TRUCK AND AUTO SUPPLY INC	09/08/17		1.971.76
	68	00251527	V68147300 TUTTLE CLICK FORD LINCOLN	09/08/17	MW 0101-8150-0-4500-0000-8230-000	579.88
	68	00251528	V68118382 US BANK	09/08/17	MW 0101-0000-0-5216-0000-7110-000	2,123.00
	68	00251528		09/08/17	MW 0101-0504-0-4300-1110-1000-000	22.67
	68	00251528	V68118382 US BANK	09/08/17	MW 0101-6264-0-5215-1110-1000-000	800.00
	68	00251529		09/08/17	MW 0101-7220-0-4300-1140-1000-001	76.91
	88	00251530	V68152046 WARTENBERG, STACEY OR JUSTIN	09/08/17	MW 0101-0004-0-4114-1180-1000-002	117.00
	68	00251531		09/08/17	MW 0101-8150-0-4500-0000-8110-000	824.98
	89	00251532		09/08/17	MW 0101-0000-0-8699-0000-0000-000	332.46
	۳ ۳	00251533		09/08/17	MW 0101-6500-0-5800-5750-3140-000	625.00
	Жн	00251534	V68148150 WOODWIND AND BRASSWIND	09/08/17	MW 0101-0002-0-4300-1140-1000-031	7.54
	) B	00251535	V68115049 WORD WRIGHT	09/08/17	MW 0101-0002-0-4300-1140-1000-004	15.76
110	ñ	00251535	V68115049 WORD WRIGHT	09/08/17	MW 0101-0002-0-5800-1140-1000-004	197.00
) //1	89 49	00251550	V68110692 ACETEC SECURITY SYSTEMS	09/11/17	MW 0101-8150-0-5800-0000-8110-000	6.948.00
,	68	00251551	V68058875 ATKINSON ANDELSON LOYA	09/11/17	MW 0101-0000-0-5820-0000-7150-000	137.50
	_	00251551		09/11/17	MW 0101-0000-0-5820-0000-7400-000	13,657.67
	_	00251551	V68058875 ATKINSON ANDELSON LOYA	09/11/17	MW 0101-0000-0-5820-0000-7520-000	8,725.00
	-	00251551		09/11/17	MW 0101-0000-0-5820-1110-2100-000	657.50
	-	00251552		09/11/17	MW 0101-0000-0-5605-0000-8220-023	6,642.75
		00251553	V68106764 CDWG Inc	09/11/17	MW 0101-0000-0-4405-0000-7700-000	1,254.56
	-	00251553		09/11/17	MW 0101-0000-0-4500-0000-7700-000	2,137.84
	-	00251553		09/11/17	MW 0101-0400-0-4300-1140-1000-005	9,782.85
	-	00251554		09/11/17	MW 0101-0002-0-5215-1140-1000-001	1,653.09
	-	00251555		09/11/17	MW 0101-0000-0-7283-6000-9200-000	159,000.00
		00251556	V68024000 CULVER-NEWLIN	09/11/17	MW 0101-6387-0-6400-3800-1000-029	23,640.76
	-	00251557		09/11/17	MW 0101-6500-0-5820-5750-2100-000	4,500.00
8′	-	00251558		09/11/17	MW 0101-8150-0-4500-0000-8110-000	8,137.97
2 0		00251559		09/11/17	MW 0101-0790-0-5800-0000-2100-000	4,000.00
f 93	68 (	00251559	V68151168 GOBO LLC	09/11/17	MW 0101-0790-0-5800-4760-2100-000	1,995.00
5		User: MXR( Report: BK30(	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 12	Current I Current I	Current Date: 09/20/2017 Current Time: 14:08:53

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	68 00	00251560	740	09/11/17	MW 0101-6500-0-4500-5001-2100-000	12 930 00
		00251561		09/11/17		129.30
		00251561		09/11/17		8,343.56
	68 00	00251562	V68151281 STRIEGL, KIMBERLY	09/11/17	MW 0101-6500-0-5800-5750-1180-000	48,025.86
	68 00	00251563	V68152996 TIMOTHY A ADAMS & ASSOC APLC	09/11/17	MW 0101-6500-0-5820-5750-2100-000	10,000.00
	68 00	00251568	V68155530 ALEXIS PADILLA	09/13/17	MW 0101-6500-0-5802-5750-1180-000	343.00
	68 00	00251569	V68120139 AMERICAN LOGISTICS COMPANY LLC	09/13/17	MW 0101-7240-0-5800-5001-3600-000	42,776.25
	68 00	00251570	V68155981 BARROSA, MARIA CRISTINA	09/13/17	MW 0101-0400-0-5216-0000-2700-055	418.86
	68 00	00251571	V68144684 BIOMETRICS4ALL INC	09/13/17	MW 0101-0000-0-5800-0000-7400-000	55.50
	68 00	00251572	V68123273 BLAIRS TOWING INC	09/13/17	MW 0101-7230-0-5800-1110-3600-000	1,425.00
	68 00	00251573	V68155718 Brandon, Candy & Leif	09/13/17	MW 0101-6500-0-5800-5750-1190-000	390.00
	68 00	00251573	V68155718 Brandon, Candy & Leif	09/13/17	MW 0101-6500-0-5800-5750-3600-000	36.29
I	68	00251574	V68151912 BRITO, MARIA	09/13/17	MW 0101-3010-0-5800-1110-1000-000	349.89
7 Pag	Ê	00251575	V68106764 CDWG Inc	09/13/17	MW 0101-0400-0-4300-1140-1000-005	940.00
/4 c ge :	x۴i	00251576	V68146234 CINTAS CORPORATION #640	09/13/17	MW 0101-0000-0-5605-0000-8210-000	294.00
of 1 <b>13</b>	1 <sup>8</sup>	00251576	V68146234 CINTAS CORPORATION #640	09/13/17	MW 0101-0000-0-5800-0000-8310-000	45.55
10 of	I <sup>SP</sup>	00251576	V68146234 CINTAS CORPORATION #640	09/13/17	MW 0101-7230-0-5800-1110-3600-000	1,020.56
42	4 <sup>80</sup>	00251576	V68146234 CINTAS CORPORATION #640	09/13/17	MW 0101-8150-0-4500-0000-8110-000	399.12
	68	00251576	V68146234 CINTAS CORPORATION #640	09/13/17	MW 0101-8150-0-5605-0000-8110-000	3,147.18
	68 00	00251577	V68147693 COMPLETE OFFICE OF CA	09/13/17	MW 0101-7230-0-4500-1110-3600-000	47.51
	68 00	00251577	V68147693 COMPLETE OFFICE OF CA	09/13/17	MW 0101-7240-0-4500-5001-3600-000	110.84
	68 00	00251578	V68156007 COWAN-RUHLEN, ADA	09/13/17	MW 0101-0000-0-9510-0000-0000-000	162.64
	68 00	00251579	V68112600 COX COMMUNICATIONS	09/13/17	MW 0101-0000-0-5900-0000-7601-000	452.39
	68 00	00251580	V68023880 CROWN VALLEY TRANSMISSION	09/13/17	MW 0101-7240-0-5605-5001-3600-000	467.44
	68 00	00251581	V68026001 DENAULT S HARDWARE	09/13/17	MW 0101-7240-0-4600-5001-3600-000	790.45
	68 00	00251582	V68026001 DENAULT S HARDWARE	09/13/17	MW 0101-7240-0-4600-5001-3600-000	233.48
	68 00	00251583	V68101114 DEPT OF JUSTICE	09/13/17	MW 0101-0000-0-5800-0000-7400-000	3,360.00
	68 00	00251584	V68144785 FREEMAN, DENENE	09/13/17	MW 0101-6264-0-5215-1110-1000-000	613.98
	68 00	00251585	V68156049 HE, ZHIDAN	. 09/13/17	MW 0101-0004-0-4114-1180-1000-023	27.00
	68 00	00251586	V68156050 HOOVER, LISA	09/13/17	MW 0101-0400-0-4300-1140-1000-026	56.51
83	68 00	00251587	V68151285 HOWES, JODEEN AND/OR JEREMY	09/13/17	MW 0101-6500-0-5802-5750-1180-000	338.96
3 o:	68 00	00251588	V68154767 JACQUELINE KAY LUGO	09/13/17	MW 0101-6512-0-5115-5750-3110-000	958.75
f 93	68 00	00251589	V68115947 KRANTZ, TRICIA	09/13/17	MW 0101-6512-0-5115-5750-3110-000	1,364.30
5		User: MXI Report: BK3	User: MXROSA - Mcrcedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 13	Current Da Current Tim	Current Date: 09/20/2017 Current Time: 14:08:53

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	68	00251590	V68147372 LEISURE CARE REFERRAL AGENCY	09/13/17	MW 0101-0000-0-5800-0000-3140-000	717.50
	68	00251591	V68149773 MAACO COLLISION REPAIR & AUTO	09/13/17	MW 0101-8150-0-4500-0000-8110-000	916.87
	89	00251591	V68149773 MAACO COLLISION REPAIR & AUTO	09/13/17	MW 0101-8150-0-5605-0000-8110-000	1.460.13
	68	00251592	V68115698 MAHINDRAKAR, MANOJ	09/13/17	MW 0101-0000-0-9510-0000-0000-000	848.77
	68	00251593	V68154803 MAIN, ALEX	09/13/17	MW 0101-6264-0-5215-1110-1000-000	616.01
		00251594	V68112270 MCCORMICK, LENORE	09/13/17	MW 0101-7230-0-4500-1110-3600-000	4.31
	68	00251595	V68155744 Michael and Tabitha Brundage	09/13/17	MW 0101-6500-0-5800-5770-3600-000	152.28
	68	00251596	V68100217 MORRIS, FAITH	09/13/17	MW 0101-0002-0-4500-0000-2700-079	53.06
	68	00251597	V68153713 NATHANJAFFAN PHOTOGRAPHY	09/13/17	MW 0101-0010-0-4500-3300-2700-014	195.42
		00251598	V68066589 OCEAN INSTITUTE	09/13/17	MW 0101-0400-0-5840-1130-1000-079	50.00
	68	00251599	V68108571 ORANGE COUNTY DEPT OF EDUCAT	09/13/17	MW 0101-0790-0-5216-0000-3110-000	250.00
		00251600	V68123749 ORANGE COUNTY FIRE AUTHORITY	09/13/17	MW 0101-8150-0-5800-0000-8110-000	850.00
1	68	00251601	V68154724 PINNACLE PETROLEUM INC	09/13/17	MW 0101-8150-0-4500-0000-8230-000	33,218.73
	8 E	00251602		09/13/17	MW 0101-7240-0-4500-5001-3600-000	1,079.66
75 (		00251603	V68152049 PROJECT DIMENSIONS	09/13/17	MW 0101-0000-0-5605-0000-7690-000	4,950.00
of 1		00251603	V68152049 PROJECT DIMENSIONS	09/13/17	MW 0101-0000-0-5810-0000-7690-000	5,310.00
10		00251604	V68071608 PRUDENTIAL OVERALL SUPPLY	09/13/17	MW 0101-0000-0-5800-0000-7550-000	65.72
12	280 490	00251604	V68071608 PRUDENTIAL OVERALL SUPPLY	09/13/17	MW 0101-0400-0-5800-5750-2700-049	41.86
	68	00251605	V68107662 R J COOPER & ASSOC INC	09/13/17	MW 0101-3320-0-4300-5730-1190-000	89.35
		00251606		09/13/17	MW 0101-7230-0-4600-1110-3600-000	141.81
		00251606	V68026328 RINCON TRUCK PARTS	09/13/17	MW 0101-7230-0-5605-1110-3600-000	69.50
		00251607	V68101210 SAF-COM SUPPLY	09/13/17	MW 0101-8150-0-4500-0000-8110-000	3,771.26
		00251608	V68149744 SAN DIEGO COUNTY	09/13/17	MW 0101-8150-0-5800-0000-8230-000	3,956.00
		00251609	V68078255 SAN DIEGO GAS & ELECTRIC	09/13/17	MW 0101-0000-0-5500-0000-8200-000	199,390.76
		00251610		09/13/17	MW 0101-0000-0-5500-0000-8200-000	4,961.15
		00251611	V68081031 SCOTT FORESMAN	09/13/17	MW 0101-6300-0-4140-1110-1000-000	33,791.90
		00251612	V68156048 SLEE, ELISA	09/13/17	MW 0101-6264-0-5216-0000-2100-000	409.43
		00251613		09/13/17	MW 0101-0000-0-5500-0000-8200-000	248.19
		00251614	V68116610 SOUTH COAST FAMILY MEDI CENTER	09/13/17	MW 0101-0000-0-5800-0000-7400-000	423.00
	68	00251614	V68116610 SOUTH COAST FAMILY MEDI CENTER	09/13/17	MW 0101-7230-0-5800-1110-3600-000	180.00
84	-	00251614		09/13/17	MW 0101-7240-0-5800-5001-3600-000	420.00
4 o		00251615	V68122718 SOUTHERN CALIFORNIA EDISON	09/13/17	MW 0101-0000-0-5500-0000-8200-000	38,660.03
f 93	68 (	00251616	V68047472 SPARTAN TOOL DIVISION	09/13/17	MW 0101-8150-0-4500-0000-8110-000	994.37
5		User: MXR Report: BK30	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 14	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Current Time: 14:08:53

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		00251617	573	09/13/17 MW	1905 Account	CHECK ALIOUNT
		00251618		09/13/17		10.101
	68	00251619		09/13/17		5,394.07
	68	00251620	V68107590 THERAPY SHOPPE	09/13/17	MW 0101-0400-0-4300-1130-1000-055	195.22
	68	00251621	V68143281 THOMAS, ED OR REBECCA	09/13/17	MW 0101-7240-0-5800-5001-3600-000	146.38
	68	00251622	V68155714 Trueline Construction & Surfac	09/13/17	MW 0101-8150-0-5605-0000-8110-000	58,305.00
	68	00251623	V68118287 UNIVERSITY OF OREGON	09/13/17	MW 0101-3010-0-5300-1110-1000-054	350.00
	68	00251624	V68153110 VINCENT A POMPEI	09/13/17	MW 0101-0790-0-5800-1110-2100-000	1,660.00
	68	00251638	V68049767 BENS ASPHALT	09/14/17	MW 0101-8150-0-5605-0000-8110-000	23,588.96
	68	00251639	V68027192 CONSOLIDATED ELECTRICAL DISTR	09/14/17	MW 0101-8150-0-4500-0000-8110-000	9,490.88
	68	00251640	V68155118 DIESEL EMISSIONS SERVICE	09/14/17	MW 0101-7230-0-5800-1110-3600-000	22,751.48
	68	00251640	V68155118 DIESEL EMISSIONS SERVICE	09/14/17	MW 0101-7240-0-5800-5001-3600-000	22,751.48
I	68	00251641	V68112637 MIND RESEARCH INSTITUTE	09/14/17	MW 0101-3010-0-5800-1110-1000-079	4,000.00
7	Ê	00251642	V68155587 Power Ad Company Inc	09/14/17	MW 0101-1100-0-5600-1140-4200-005	4,250.00
6	XH	00251643	V68063693 STEWART AND ASSOC INC	09/14/17	MW 0101-0000-0-5605-0000-8220-000	8,463.50
of 1 15		00251644	V68146077 WEST COAST ARBORISTS INC.	09/14/17	MW 0101-0000-0-5605-0000-8220-000	4,668.00
10		00251652	V68001018 A Z BUS SALES INC	09/15/17	MW 0101-7230-0-4600-1110-3600-000	60.99
12	4 <sup>86</sup>	00251653	V68024547 ACORN MEDIA	09/15/17	MW 0101-0400-0-4300-1130-1000-086	59.64
	68	00251654	V68143685 ACT EDUCATION AND WORKFORCE	09/15/17	MW 0101-0000-0-5800-0000-3160-000	373.00
	68	00251655	V68156044 AIM Printworks	09/15/17	MW 0101-0002-0-4500-0000-2700-081	685.11
	68	00251656	V68154259 ALFORD, CHRISTINE OR PATRICK	09/15/17	MW 0101-0004-0-4114-1180-1000-003	21.00
	68	00251657	V68113394 AMERICAN 3B SCIENTIFIC	09/15/17	MW 0101-7220-0-4300-3800-1000-001	1,919.16
	68	00251658	V68120139 AMERICAN LOGISTICS COMPANY LLC	09/15/17	MW 0101-7240-0-5800-5001-3600-000	20,325.00
	68	00251659	V68156021 Artiaga, Cruz	09/15/17	MW 0101-0004-0-4114-1180-1000-006	20.00
	68	00251660	V68058875 ATKINSON ANDELSON LOYA	09/15/17	MW 0101-6500-0-5820-5001-2100-000	5,250.11
	68	00251661	V68143536 AVID CENTER	09/15/17	MW 0101-6264-0-5215-1110-1000-000	760.00
	68	00251662	V68155998 Bahena, Joanna	09/15/17	MW 0101-0004-0-4114-1180-1000-001	31.00
	68	00251663	V68156005 Barrientos, Victor or Claudia	09/15/17	MW 0101-0004-0-4200-1180-2420-003	15.00
	68	00251664	V68151905 BILL LANE & ASSOCIATES INC	09/15/17	MW 0101-6500-0-5803-5750-1180-000	3,277.28
	68	00251665	V68150191 BRICKLEY ENVIRONMENTAL	09/15/17	MW 0101-8150-0-5605-0000-8110-003	1,440.00
84	68	00251666	V68014652 CAL STAGE & LIGHTING INC	09/15/17	MW 0101-8150-0-5605-0000-8110-000	76.58
5 o'	68	00251667	V68141660 CAL-STATE AUTO PARTS INC	09/15/17	MW 0101-7240-0-4600-5001-3600-000	1,070.69
f 93	68	00251668	V68156040 Carey, Lynette	09/15/17	MW 0101-0004-0-4114-1180-1000-029	88.00
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		60010700		09/15/17	MW 0101-6300-0-4300-1140-1000-000	229.27
	68	00251670	V68102214 CARTER, ROBBIN	09/15/17	MW 0101-6264-0-5215-1110-1000-000	464.49
	68	00251671	V68155993 Cassidy, Michael or Dagny	09/15/17	MW 0101-0004-0-4114-1180-1000-003	10.00
	68	00251672	V68130535 CDW GOVERNMENT INC.	09/15/17	MW 0101-0400-0-4300-1130-1000-087	3 913 14
	68	00251673	V68123912 CENGAGE LEARNING	09/15/17	-	3,991,91
	68	00251673	V68123912 CENGAGE LEARNING	09/15/17	MW 0101-6300-0-4150-1140-1000-000	1 902 33
	68	00251674	V68156034 Chen, Zhi	09/15/17	MW 0101-0004-0-4114-1180-1000-002	172.00
	68	00251675	V68150267 CHICAS, CARLOS	09/15/17	MW 0101-0004-0-4114-1180-1000-003	40.00
	68	00251676	V68108311 CINTAS CORPORATION	09/15/17	-	188.90
		00251677	V68146234 CINTAS CORPORATION #640	09/15/17	MW 0101-0000-0-5605-0000-8210-000	126.84
		00251677	V68146234 CINTAS CORPORATION #640	09/15/17	MW 0101-8150-0-5605-0000-8110-000	1,385.71
		00251678	V68019025 CLARK SECURITY PRODUCTS	09/15/17	MW 0101-8150-0-4500-0000-8110-000	4.263.19
	88	00251679	V68147693 COMPLETE OFFICE OF CA	09/15/17	MW 0101-0000-0-4500-0000-2100-000	94.81
	<b>%</b> E	00251679	V68147693 COMPLETE OFFICE OF CA	09/15/17	MW 0101-8150-0-4500-0000-8110-000	211.39
	_	00251680	V68156037 Cooksey, Zoe	09/15/17	MW 0101-0004-0-4114-1180-1000-002	130.00
of 1 16	r B	00251681	V68023880 CROWN VALLEY TRANSMISSION	09/15/17	MW 0101-7240-0-5605-5001-3600-000	443.95
		00251682	V68026000 DENAULT S HARDWARE	09/15/17	MW 0101-0400-0-4300-1130-1000-055	59.09
47		00251683	V68026001 DENAULT S HARDWARE	09/15/17	MW 0101-8150-0-4500-0000-8110-000	92.57
		00251684	V68155989 Dykstra, Charity or Stephen	09/15/17	MW 0101-0004-0-4114-1180-1000-003	84.00
	_	00251685	V68113310 EXECUTIVE ENVIRONMENTAL SVCS	09/15/17	MW 0101-8150-0-5800-0000-8110-000	3,076.74
	-	00251686	V68156030 Fitzgerald, Allison	09/15/17	MW 0101-0004-0-4114-1180-1000-002	88.00
	-	00251687	V68032964 FLINN SCIENTIFIC INC	09/15/17	MW 0101-0002-0-4300-1140-1000-001	3,645.94
	_	00251688		09/15/17	MW 0101-0004-0-4200-1180-2420-065	157.12
	-	00251689	V68150202 FOLLETT SCHOOL SOLUTIONS INC	09/15/17	MW 0101-6300-0-4150-1140-1000-000	1,251.79
		00251690	V68156033 Gierstorfer, Justin	09/15/17	MW 0101-0004-0-4114-1180-1000-002	85.00
		00251691		09/15/17	MW 0101-0004-0-4114-1180-1000-029	12.00
	-	00251692		09/15/17	MW 0101-0002-0-4300-1130-1000-079	53.28
	-	00251692		09/15/17	MW 0101-0002-0-4300-1140-1000-022	751.95
	-	00251693	V68156010 GRACIANO, DAYLA	09/15/17	MW 0101-6264-0-5215-1110-1000-000	400.28
	-	00251694	V68156024 Graham, Forrest	09/15/17	MW 0101-0004-0-4114-1180-1000-002	132.00
80		00251695		09/15/17	MW 0101-0004-0-4114-1180-1000-001	25.00
60		00251696	V68156008 HAIR, JOHNATHAN	09/15/17	MW 0101-6264-0-5215-1110-1000-000	424.88
f 93	68 (	00251697	V68156025 Hall, Alyssa	09/15/17	MW 0101-0004-0-4114-1180-1000-002	85.00
5		User: MXRC Report: BK300	MXROSA - Mcrccdes Rosales BK3006: Consolidated Check Register w. Account	Page 16	Current Date: 09/20/2017 Current Time: 14:08:53	: 09/20/2017 : 14:08:53
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	Check	ck	Payee ID Payee Name	Check Date Cancel Date Type	I Date Type Account	Check Amount
	68	00251698	V68156015 Harris, Wayne	09/15/17	MW 0101-7230-0-8675-0000-0000-000	560.00
	68	00251699	V68156003 Healey, Reece	09/15/17	MW 0101-0004-0-4200-1180-2420-001	15.00
	68	00251700	V68007500 HENRY SCHEIN INC/MBM	09/15/17	MW 0101-1100-0-4300-1140-4200-002	2,644.64
	68	00251701	V68000703 HERTZ, JANA	09/15/17	MW 0101-6500-0-5212-5750-1130-000	196.35
	68	00251701	V68000703 HERTZ, JANA	09/15/17	MW 0101-6500-0-5212-5770-1190-000	12.84
	68	00251702	V68156028 Ibrahim, George	09/15/17	MW 0101-0004-0-4114-1180-1000-002	22.00
	68	00251703	V68044032 INTERSTATE BATTERIES	09/15/17	MW 0101-7230-0-4600-1110-3600-000	1,218.00
	68	00251704	V68155984 Jones, Sabrina	09/15/17	MW 0101-0004-0-4114-1180-1000-001	78.00
	68	00251705	V68155992 Kalez, Mark or Donna	09/15/17	MW 0101-0004-0-4114-1180-1000-003	84.00
	68	00251706	V68156000 Kammerman, Spencer	09/15/17	MW 0101-0004-0-4114-1180-1000-001	132.00
	68	00251707	V68155997 Karagines, Pam	09/15/17	MW 0101-0004-0-4114-1180-1000-003	10.00
	68	00251708	V68062513 KELLY PAPER COMPANY	09/15/17	MW 0101-0000-0-4500-0000-7550-000	1,160.70
I	68	00251709	V68156002 Kershaw, Eris	09/15/17	MW 0101-0004-0-4114-1180-1000-001	88.00
7	Ê	00251710	V68156006 Kirkpatrick, Reese	09/15/17	MW 0101-0004-0-4114-1180-1000-001	85.00
	x	00251711	V68073445 KLM BIO SCIENTIFIC	09/15/17	MW 0101-0000-0-9510-0000-000-000	254.59
of 1 17	-	00251712	V68151556 KNOWLES, ANGELINA	09/15/17	MW 0101-0010-0-5213-0000-2100-000	4.82
110 of		00251713	V68156023 Lamb, Lisa	09/15/17	MW 0101-0004-0-4114-1180-1000-006	73.00
12	- 49	00251714	V68155988 Lambert, Colleen	09/15/17	MW 0101-0004-0-4114-1180-1000-004	85.00
	68	00251715	V68111041 LARMAC	09/15/17	MW 0101-8150-0-5800-0000-8120-000	17,400.00
	68	00251716	V68119345 LAWING, KORIN	09/15/17	MW 0101-0000-0-5216-0000-7690-000	15.94
	68	00251717	V68156001 Lawrence, Lisa	09/15/17	MW 0101-0004-0-4114-1180-1000-001	152.00
	68	00251718	V68155985 Litwinski, Daniel	09/15/17	MW 0101-0004-0-4114-1180-1000-001	92.00
	68	00251719	V68156036 McClellan, Kathleen	09/15/17	MW 0101-0004-0-4114-1180-1000-002	132.00
	68	00251720	V68156029 McDonald, Hanna	09/15/17	MW 0101-0004-0-4114-1180-1000-002	100.00
	68	00251721	V68156004 Mendoza, Luis or Maria	09/15/17	MW 0101-0004-0-4114-1180-1000-003	10.00
	68	00251722	V68156017 Mika, Cheryl	09/15/17	MW 0101-7230-0-8675-0000-0000-000	575.00
	68	00251723	V68146993 MISSION AUTO SERVICE	09/15/17	MW 0101-7240-0-5605-5001-3600-000	853.43
	68	00251724	V68156014 Mohazab-Hosseinian, Ladan	09/15/17	MW 0101-7230-0-8675-0000-0000-000	15.00
	68	00251725	V68149776 MOORE, BETH	09/15/17	MW 0101-6500-0-5815-5001-3140-000	200.00
	68	00251725	V68149776 MOORE, BETH	09/15/17	MW 0101-6500-0-5810-5750-1190-000	1,100.00
8′	68	00251726	V68156022 Naficy, Kathleen	09/15/17	MW 0101-0004-0-4114-1180-1000-006	20.00
7 o'	68	00251727	V68113185 NASSP/NJHS	09/15/17	MW 0101-0002-0-5600-1140-1000-021	385.00
f 93	68	00251728	V68111156 NSTA	09/15/17	MW 0101-3010-0-4300-1110-1000-054	00.66
5		User: MXI Report: BK3	User: MXROSA - Mcrccdcs Rosales Report: BK3006: Consolidated Check Register w. Account	Page 17	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Surrent Time: 14:08:53

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	Check	eck	- 1	Check Date Cancel Date Type	el Date Type Account	Check Amount
	89	00251729	V68149897 O REILLY AUTO PARTS	09/15/17	MW 0101-8150-0-4500-0000-8230-000	342.63
	68	00251730	V68100369 OCEANVIEW SCHOOL	09/15/17	MW 0101-6500-0-5102-5750-1180-000	480.00
	68	00251730	V68100369 OCEANVIEW SCHOOL	09/15/17	MW 0101-6500-0-5802-5750-1180-000	16.102.38
	68	00251730	V68100369 OCEANVIEW SCHOOL	09/15/17	MW 0101-6500-0-5800-5750-1190-000	9666.00
	68	00251731	V68113144 OPPORTUNITY FOR LEARNING	09/15/17	MW 0101-0000-0-8096-0000-203	143.513.00
	68	00251732	V68123679 PACIFIC PLUMBING COMPANY OF	09/15/17	MW 0101-6387-0-5800-3800-1000-000	14.532.20
	68	00251732	V68123679 PACIFIC PLUMBING COMPANY OF	09/15/17	MW 0101-8150-0-5605-0000-8110-000	7,983.92
	68	00251733	V68155593 Pamela Moldauer	09/15/17	MW 0101-6512-0-5115-5750-3110-000	385.00
	68	00251734	V68154157 PENDER, MAX	09/15/17	MW 0101-0000-0-9510-0000-000	1.011.58
	68	00251735	V68156035 Perry, Colin	09/15/17	MW 0101-0004-0-4114-1180-1000-002	195.00
	68	00251736	V68141497 PIANTA, REBECCA	09/15/17	MW 0101-0790-0-5216-0000-3110-000	347.51
	68	00251737	V68156041 Price, Kelley	09/15/17	MW 0101-0004-0-4114-1180-1000-029	8 00
]	68	00251738	V68021466 PRO-ED	09/15/17	-	677.60
Pa		00251738	V68021466 PRO-ED	09/15/17	MW 0101-6500-0-4500-5001-3120-000	1.016.40
79 ( ge	₩₽	00251739	V68156027 Puchalski, Amy	09/15/17	MW 0101-0004-0-4114-1180-1000-002	87.00
of 1 <b>18</b>		00251740	V68156032 Purcell, Kaitlyn	09/15/17	MW 0101-0004-0-4114-1180-1000-002	81.00
110 of		00251741	V68156020 Rawlings, Kelley	09/15/17	MW 0101-0004-0-4114-1180-1000-006	85.00
42	-	00251742	V68155995 Reyes, Juan Gomez	09/15/17	MW 0101-0004-0-4114-1180-1000-003	10.00
,		00251743	V68156012 Riley, Tresa	09/15/17	MW 0101-7230-0-8675-0000-000-000	15.00
	68	00251744		09/15/17	MW 0101-8150-0-4500-0000-8110-000	772.25
	68	00251745	V68123515 SAFETY KLEEN CORP	09/15/17	MW 0101-7240-0-5800-5001-3600-000	674.08
	68	00251746		09/15/17	MW 0101-0004-0-4114-1180-1000-003	10.00
	68	00251747	V68156013 Shacklett, Star	09/15/17	MW 0101-7230-0-8675-0000-000-000	15.00
	68	00251748	V68081940 SHAMROCK SUPPLY CO INC	09/15/17	MW 0101-0000-0-9321-0000-000-000	2,865.29
	68	00251749	V68104414 SHRED-IT USA LLC	09/15/17	MW 0101-0002-0-5800-5750-2700-049	46.20
ę	89	00251750	V68156026 Siegelman, Max	09/15/17	MW 0101-0004-0-4114-1180-1000-002	7.00
	68	00251751		09/15/17	MW 0101-0000-0-4500-0000-8220-000	303.57
	89	00251752		09/15/17	MW 0101-8150-0-4500-0000-8110-000	1,706.76
	89	00251753		09/15/17	MW 0101-0002-0-4300-1140-1000-024	234.92
	89	00251753		09/15/17	MW 0101-0002-0-4300-1140-1000-025	56.41
88	89	00251753		09/15/17	MW 0101-0002-0-4300-3300-1000-019	66.82
3 o	68	00251753		09/15/17	MW 0101-0010-0-4500-0000-2140-000	1,577.01
f 93	68	00251753	V68083350 SMART & FINAL **SCHOOL SITES**	09/15/17	MW 0101-0400-0-4300-1130-1000-055	102.38
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	Che	Check	Payee ID Payee Name	Check Date Cancel Date Type	Date Type Account	Check Amount
	68	00251753	V68083350 SMART & FINAL **SCHOOL SITES**	09/15/17	MW 0101-3555-0-4300-3800-1000-018	167.89
	68	00251753	V68083350 SMART & FINAL **SCHOOL SITES**	09/15/17	MW 0101-6500-0-4300-5750-1190-000	67.28
	68	00251754	V68116610 SOUTH COAST FAMILY MEDI CENTER	09/15/17	MW 0101-7230-0-5800-1110-3600-000	125.00
	68	00251754	V68116610 SOUTH COAST FAMILY MEDI CENTER	09/15/17	MW 0101-7240-0-5800-5001-3600-000	125.00
	68	00251755	V68155991 Sparks, Gabrielle	09/15/17	MW 0101-0004-0-4114-1180-1000-001	94.00
	68	00251756	V68156018 Tavoosi, Sanam	09/15/17	MW 0101-7230-0-8675-0000-0000-000	575.00
	68	00251757	V68065391 THE TOLL ROADS	09/15/17	MW 0101-7230-0-4500-1110-3600-000	300.00
	68	00251757	V68065391 THE TOLL ROADS	09/15/17	MW 0101-7240-0-4500-5001-3600-000	700.00
	68	00251758	V68156019 Thompson, Julie	09/15/17	MW 0101-0004-0-4114-1180-1000-006	80.00
	68	00251759	V68153168 TONG, ANDREA	09/15/17	MW 0101-6264-0-5216-0000-2100-000	300.16
	68	00251760	V68147300 TUTTLE CLICK FORD LINCOLN	09/15/17	MW 0101-7240-0-4600-5001-3600-000	3,985.44
	68	00251760	V68147300 TUTTLE CLICK FORD LINCOLN	09/15/17	MW 0101-8150-0-4500-0000-8230-000	493.22
1	68	00251761	V68067850 VERIZON WIRELESS	09/15/17	MW 0101-0010-0-5900-0000-3110-000	76.02
3 Par	<b></b> _	00251762	V68156016 Vranes, Jamie	09/15/17	MW 0101-7230-0-8675-0000-0000-000	560.00
30 g	ХЯ́Н	00251763	V68156031 Wattles, Whitnie	09/15/17	MW 0101-0004-0-4114-1180-1000-002	88.00
of 1 19		00251764	V68156038 Welch, Dana	09/15/17	MW 0101-0004-0-4114-1180-1000-002	21.00
110	11	00251765	V68155996 Wertin, Jacob	09/15/17	MW 0101-0004-0-4114-1180-1000-003	40.00
42	<b>4</b> 6	00251766	V68098060 WESTERN PSYCHOLOGICAL SERVICES	09/15/17	MW 0101-0000-0-4500-0000-3120-000	99.56
	68	00251766	V68098060 WESTERN PSYCHOLOGICAL SERVICES	09/15/17	MW 0101-6500-0-4500-5001-3120-000	149.35
	68	00251767	V68155999 Wongtawan, Saranya	09/15/17	MW 0101-0004-0-4114-1180-1000-001	80.00
	68	00251783	V68156076 BOWDEN, STEPHANIE	09/18/17	MW 0101-0002-0-5215-1140-1000-005	628.59
	68	00251784	V68145405 CROWE, ROBERT AND VIRGINIA	09/18/17	MW 0101-0000-0-9510-0000-000-000	1,260.00
	68	00251785	V68146415 FARIBORZ AND/OR SURUR FAZELLI	09/18/17	MW 0101-0000-0-9510-0000-0000-000	368.34
	68	00251786	V68156078 GOMEZ, ELIZABETH	09/18/17	MW 0101-0002-0-5215-1140-1000-005	625.50
	68	00251787	V68100369 OCEANVIEW SCHOOL	09/18/17	MW 0101-6500-0-5802-5750-1180-000	444.00
	68	00251788	V68066570 ORANGE COUNTY DEPT OF EDUC	09/18/17	MW 0101-0000-0-9510-0000-0000-000	1,687.50
	68	00251789	V68155593 Pamela Moldauer	09/18/17	MW 0101-6512-0-5115-5750-3110-000	857.50
	68	00251790	V68155114 ROD AND COLETTE FOSTER	09/18/17	MW 0101-6500-0-5800-5770-3150-000	875.00
	68	00251790	V68155114 ROD AND COLETTE FOSTER	09/18/17	MW 0101-6500-0-5800-5770-3600-000	171.18
	68	00251791	V68156074 SEYEDJAFARI, SANDRA	09/18/17	MW 0101-6264-0-5216-0000-2100-000	150.69
8	68	00251792	V68154651 STEVEN AND MELANIE SMITH	09/18/17	MW 0101-0000-0-9510-0000-0000-000	975.00
9 o	68	00251793	V68156079 STEWART, MARCIA A	09/18/17	MW 0101-0400-0-5215-1140-1000-004	48.26
f 93	68	00251794	V68156077 WONDRA, ADAM C	09/18/17	MW 0101-0002-0-5215-1140-1000-005	675.00
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		00251795		09/18/17	MW 0101-0002-0-5215-1140-1000-001	775.00
		00251796		09/20/17	MW 0101-7230-0-4600-1110-3600-000	1.373.21
		00251797	V68120880 A&R FLOOR COVERING ACCESORIES	09/20/17	MW 0101-8150-0-4500-0000-8110-000	193.95
		00251798	V68143685 ACT EDUCATION AND WORKFORCE	09/20/17	MW 0101-0000-0-5800-0000-3160-000	40.64
	68 0025	00251799	V68154702 ALCALAY, TYLER	09/20/17	MW 0101-6500-0-5212-5750-1110-000	102.72
		00251800		09/20/17	MW 0101-8150-0-5605-0000-8230-000	1,028.53
		00251801		09/20/17	MW 0101-6500-0-5810-5750-1190-000	1,560.00
		00251802		09/20/17	MW 0101-0790-0-5213-0000-2100-000	89.34
		00251803	V68111606 APPLE INC	09/20/17	MW 0101-3555-0-4300-3800-1000-000	376.59
	_	00251804	V68152813 ASSI SECURITY	09/20/17	MW 0101-0400-0-5605-0000-8110-030	9,026.89
		00251805	V68156058 Azling, Jeffrey or Michelle	09/20/17	MW 0101-0004-0-4114-1180-1000-003	88.00
	-	00251806	V68145454 BAKER, BRAD	09/20/17	MW 0101-0400-0-4500-0000-2700-022	30.83
]	68	00251807	V68150006 BEACON DAY SCHOOL	09/20/17	MW 0101-6500-0-5802-5750-1180-000	11,391.54
e Pag	۶ E	00251808	V68107989 BELSHE, RAQUEL	09/20/17	MW 0101-0404-0-5213-0000-2100-000	12.30
31 g ge 2	хён	00251809	V68116589 BENCHMARK EDUCATION COMPANY	09/20/17	MW 0101-6300-0-4140-1110-1000-000	558,486.67
of 1 20	ñ	00251810		09/20/17	MW 0101-6500-0-5802-5750-1180-000	1,375.08
10 of	ñ	00251811	V68142256 BIRKINSHAW, SANDY	09/20/17	MW 0101-3315-0-5212-5730-1110-000	16.59
42	280 240	00251811		09/20/17	MW 0101-6500-0-5212-5750-1110-000	16.58
	89	00251812	V68156069 BLACKWELL, DIXIE	09/20/17	MW 0101-6500-0-5213-5001-3150-000	9.42
		00251812		09/20/17	MW 0101-6500-0-5212-5750-1190-000	3.76
	-	00251812	V68156069 BLACKWELL, DIXIE	09/20/17	MW 0101-6500-0-5212-5770-1190-000	10.36
	-	00251813		09/20/17	MW 0101-7230-0-5800-1110-3600-000	1,238.00
	-	00251814	<b>BLIND CHILDREN S LEARNIN</b>	09/20/17	MW 0101-6500-0-5802-5750-1180-000	2,437.60
	-	00251814		09/20/17	MW 0101-6500-0-5810-5770-1190-000	306.00
	-	00251815			MW 0101-0000-0-5213-0000-3120-000	63.12
	_	00251815		09/20/17	MW 0101-3386-0-5213-5710-3120-000	15.80
	-	00251815		09/20/17	MW 0101-6500-0-4500-5001-3120-000	29.98
	-	00251815		09/20/17	MW 0101-6500-0-5213-5001-3120-000	78.91
	-	00251816		09/20/17	MW 0101-3315-0-5213-5730-2100-000	10.06
	-	00251816	V68149505 BRENNAN, JILL	09/20/17	MW 0101-3386-0-5213-5710-2100-000	2.51
9(	-	00251816		09/20/17	MW 0101-6500-0-5213-5001-2100-000	12.58
) o	_	51817		09/20/17	MW 0101-0986-0-5212-0000-6000-000	19.90
f 93	68 00251817	51817	V68103444 BROOKMAN, JOSEPH	09/20/17	MW 0101-6500-0-5212-5750-1190-000	135.35
5	U Rep	User: MXR Report: BK30	MXROSA - Mercedes Rosales BK3006: Consolidated Check Register w. Account	Page 20	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Current Time: 14:08:53

13.38 1,064.95 127.88 219.49 75.48 75.49 615.64 42.00 675.00 62.60 52.40 64.20 148.00 955.37 500.00 13.37 15.52 ,342.57 2,201.14 70.00 85.60 255.14 3,522.36 2,098.00 75.40 36.21 18.00 3,875.00 14,637.50 Check Amount 8,070.85 8,804.57 78.11 4,903.71 Current Date: 09/20/2017 0101-0400-0-4300-1130-1000-086 0101-0400-0-4300-1130-1000-055 0101-0400-0-4300-1130-1000-073 0101-7240-0-5900-5001-3600-000 0101-1102-0-5212-1160-1000-000 0101-7230-0-5800-1110-3600-000 0101-0000-0-5500-0000-8200-000 0101-8150-0-4500-0000-8110-000 0101-0000-0-4500-0000-2100-000 0101-0000-0-4500-0000-7300-000 0101-0000-0-4500-0000-7340-000 0101-0790-0-4500-4760-2100-000 0101-3010-0-4500-0000-2100-000 0101-7230-0-5800-1110-3600-000 0101-7240-0-5800-5001-3600-000 0101-6500-0-5803-5750-1180-000 0101-6512-0-5104-5750-1180-000 0101-1102-0-5212-1160-1000-000 0101-3410-0-5212-5750-1190-000 0101-0000-0-5300-0000-7180-000 0101-7240-0-4600-5001-3600-000 0101 - 0000 - 0 - 3202 - 0000 - 2420 - 0000101-0000-0-3202-0000-2420-001 0101-3315-0-5212-5730-1110-000 0101-6500-0-5212-5750-1110-000 0101-3010-0-4300-1110-1000-054 0101-3010-0-5600-1110-1000-054 0101-0002-0-4300-1140-1000-025 0101-0002-0-4400-1130-1000-031 0101-0000-0-5216-0000-7690-000 0101-6512-0-5104-5750-3120-000 0101-6500-0-5213-5001-2700-000 0101-0400-0-4500-0000-2700-061 Check Date Cancel Date Type Account MM MM MW MM MW ΜM MW MW MM MM MM MW MW MM MM MM MM MΜ WW MM MM MΜ MM ΜM MΜ MM MM MM MM MM MM MM MM 09/20/17 09/20/17 09/20/17 09/20/17 09/20/17 09/20/17 09/20/17 9/20/17 09/20/17 09/20/17 71/02/60 09/20/17 09/20/17 71/02/60 71/02/60 09/20/17 **71/02/6** 09/20/17 **71/02/60 71/02/6** 09/20/17 71/02/60 09/20/17 09/20/17 71/02/60 **09/20/17** 09/20/17 09/20/17 09/20/17 09/20/17 09/20/17 09/20/17 09/20/17 Page 21 COALITION FOR ADEQUATE SCHOOL CAL SCHOOL PUBLIC RELATIONS COMPREHENSIVE DRUG TESTING COMPREHENSIVE DRUG TESTING CALPERS FISCAL SERVICES DIV. CALPERS FISCAL SERVICES DIV COPPER HILLS YOUTH CENTER COPPER HILLS YOUTH CENTER COPPER HILLS YOUTH CENTER V68141660 CAL-STATE AUTO PARTS INC CLARK SECURITY PRODUCTS **CINTAS CORPORATION #640** COMPLETE OFFICE OF CA COMPLETE OFFICE OF CA V68147693 COMPLETE OFFICE OF CA COMPLETE OFFICE OF CA COMPLETE OFFICE OF CA CITY OF SAN CLEMENTE CDW GOVERNMENT INC. CDW GOVERNMENT INC. V68112956 BRUNTON, MICHELLE CAUDILL, AMANDA CAUDILL, AMANDA CORTEZ, ROXANNE CHOI, EUN YOUNG CHICAS, CARLOS V68155692 BUTKUS, LINDA COSTCO S.J.C. **Payee Name** CDWG Inc CDWG Inc CDWG Inc CDWG Inc CDWG Inc User: MXROSA - Mercedes Rosales V68130535 V68147693 V68119277 /68148967 /68122838 V68122838 V68106764 /68150267 V68149493 V68146234 /68019025 /68141556 V68147693 V68147693 768119807 /68154556 /68001404 V68130535 V68106764 V68106764 /68106764 768018870 768147693 V68116608 /68116608 /68119807 /68119807 /68148967 768106764 Payee ID 00251826 00251818 00251819 00251820 00251822 00251823 00251823 00251824 00251824 00251825 00251825 00251825 0251825 00251825 00251827 00251828 00251829 00251830 00251832 00251832 00251832 00251832 00251833 00251833 00251834 00251834 00251834 00251835 00251836 00251821 00251822 00251832 00251831 Check 68 80 89 68 68 68 89 68 68 40 68 89 80 68 68 68 68 80 80 80 89 68 68 68 80 68 68 68 **ÉXHIBIÉ** 82 of 110 Page 21 of 42

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	Check	ck	Payce ID Payce Name	Chack Data Cancel Data Time	ol Doto Tuno A correct	
	89	00251836	V68001404 COSTCO S.J.C.	09/20/17		CRECK AMOUNT
	68	00251836	V68001404 COSTCO S.J.C.	09/20/17		41.00
	68	00251837	V68059931 COX, WILLIAM A	09/20/17		00.001
	68	00251838	V68024000 CULVER-NEWLIN	09/20/17		77.1C
	68	00251838	V68024000 CULVER-NEWLIN	09/20/17		303.86
		00251839		09/20/17		90°505
		00251840		09/20/17	MW 0101-0000-0-5300-0000-7180-000	130.00
		00251841		09/20/17	MW 0101-7230-0-4600-1110-3600-000	2.574.99
	-	00251842		09/20/17	MW 0101-0004-0-4114-1180-1000-004	27.00
		00251843		09/20/17	MW 0101-0404-0-5213-0000-2100-000	16.59
		00251844		09/20/17	MW 0101-6387-0-6400-3800-1000-029	926.60
	-	00251844		09/20/17	MW 0101-7230-0-4500-1110-3600-000	48.47
ŀ	89	00251844		09/20/17	MW 0101-7240-0-4500-5001-3600-000	113.10
8 Pag	e E	00251845	DIAMOND RANCH ACADEMY	09/20/17	MW 0101-6500-0-5803-5750-1180-000	2,251.48
3 c ge 2	ён	00251845		09/20/17	MW 0101-6512-0-5104-5750-1180-000	5,594.40
of 1 22	B	00251845		09/20/17	MW 0101-6512-0-5104-5750-3120-000	4,435.20
10 of	ñ Î	00251846	V68156090 DIXON, NICOLE	09/20/17	MW 0101-0004-0-4114-1180-1000-006	132.00
42	¥° ¥°	00251847		09/20/17	MW 0101-0000-0-4500-0000-8220-000	1.342.57
	89	00251848		09/20/17	MW 0101-6500-0-5800-5750-1190-000	18,450.00
	-	00251849	• •	09/20/17	MW 0101-8150-0-4500-0000-8110-000	3,209.94
	-	00251850	• •	09/20/17	MW 0101-6500-0-5802-5750-1180-000	328.72
	-	00251851			MW 0101-0002-0-4500-1130-1000-054	375.96
	-	00251852		09/20/17	MW 0101-3315-0-5213-5730-3140-000	21.40
	-	00251852		09/20/17	MW 0101-6500-0-5213-5750-3140-000	21.40
	-	00251853		09/20/17	MW 0101-3315-0-5212-5730-1110-000	28.89
	-	00251853		09/20/17	MW 0101-6500-0-5212-5750-1110-000	28.90
	-	00251854		09/20/17	MW 0101-1102-0-5212-1160-1000-000	78.11
	-	00251855		09/20/17	MW 0101-3315-0-5212-5730-1110-000	38.51
	-	00251855		09/20/17	MW 0101-6500-0-5212-5750-1110-000	38.52
	-	00251856		09/20/17	MW 0101-3315-0-5212-5730-1110-000	33.17
92		00251856		09/20/17	MW 0101-6500-0-5212-5750-1110-000	33.18
2 0	-	00251857		09/20/17	MW 0101-1102-0-5212-1160-1000-000	36.91
f 93	68	00251858	V68146415 FARIBORZ AND/OR SURUR FAZELLI	09/20/17	MW 0101-6500-0-5802-5750-1180-000	59.92
5		User: MXR( Report: BK30	MXROSA - Mercedes Rosales BK3006: Consolidated Check Register w. Account	Page 22	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Current Time: 14:08:53

	Check	ck	Payee ID Payee Name	Check Date Cancel Date Type Account	ate Type Account	Check Amount
	68 (	00251859	V68116368 FARRAND PT, RAMONA	09/20/17	MW 0101-3386-0-5213-5710-3140-000	6.20
	68	00251859	V68116368 FARRAND PT, RAMONA	09/20/17	MW 0101-6500-0-5213-5750-3140-000	52.75
	68	00251859	V68116368 FARRAND PT, RAMONA	09/20/17	MW 0101-6510-0-5213-5710-3140-000	3.11
	68 (	00251860	V68118205 FASTENAL	09/20/17	MW 0101-7230-0-4600-1110-3600-000	94.69
	68	00251861	V68032535 FEDERAL EXPRESS CORP	09/20/17	MW 0101-0000-0-5900-0000-7540-000	771.85
	68 (	00251862	V68145444 FINNSSON, JAMIE	09/20/17	MW 0101-6500-0-4300-5750-1190-000	178.12
	68	00251863	V68140393 FLYNN, MARGARET	09/20/17	MW 0101-3315-0-5212-5730-1110-000	36.65
	68 (	00251863	V68140393 FLYNN, MARGARET	09/20/17	MW 0101-6500-0-5212-5750-1110-000	36.65
	68 (	00251864	V68140606 FREY, DEBORAH	09/20/17	MW 0101-0000-0-5213-0000-3140-000	24.61
	68	00251865	V68156086 FUTCH, MICHELE	09/20/17	MW 0101-0004-0-4114-1180-1000-004	19.00
	68 (	00251866	V68153514 GEBAUER, GILLIAN	09/20/17	MW 0101-0004-0-4114-1180-1000-003	40.00
	68 (	00251867	V68051854 GILBERT & STEARNS INC	09/20/17	MW 0101-8150-0-5605-0000-8110-000	203.00
1	68 (	00251868	V68120038 GILL, ARVINDER	09/20/17	MW 0101-6500-0-5212-5750-1110-000	47.61
8 Pag	Ê	00251869	V68035251 GLEN PRODUCTS	09/20/17	MW 0101-8150-0-4500-0000-8110-000	274.33
34 o 7e (	xéh	00251870	V68035251 GLEN PRODUCTS	09/20/17	MW 0101-8150-0-4500-0000-8110-000	91.22
of 1 23	n B	00251871	V68156087 GOLABTOUNKAR, FARANAK	09/20/17	MW 0101-0004-0-4114-1180-1000-004	84.00
10 of	I 🏾	00251872	V68118405 GOLDBECK, MELISSA	09/20/17	MW 0101-0000-0-5213-0000-3140-000	104.87
42	480 480	00251873	V68155115 GONZALES, KATHLEEN	09/20/17	MW 0101-3315-0-5212-5730-1110-000	20.06
	68	00251873	V68155115 GONZALES, KATHLEEN	09/20/17	MW 0101-6500-0-5212-5750-1110-000	20.07
	68 (	00251874	V68035735 GOPHER ATHLETIC	09/20/17	MW 0101-0002-0-4300-1140-1000-026	1,726.41
	68 (	00251875	V68001370 GRAY, LISA	09/20/17	MW 0101-1102-0-5212-1160-1000-000	41.73
	68	00251876	V68105696 HAACK, KATHI	09/20/17	MW 0101-1102-0-5212-1160-1000-000	34.24
	68	00251877	V68104461 HALL, SHEILA	09/20/17	MW 0101-6500-0-5212-5750-1130-000	93.09
	68 (	00251878	V68151579 HAMMOND, DARCY	09/20/17	MW 0101-3315-0-5212-5730-1110-000	27.28
	68 (	00251878	V68151579 HAMMOND, DARCY	09/20/17	MW 0101-6500-0-5212-5750-1110-000	27.29
	68 (	00251879	V68109014 HANAFORD, LAURA	09/20/17	MW 0101-4035-0-5212-5001-3150-000	27.82
	68 (	00251879	V68109014 HANAFORD, LAURA	09/20/17	MW 0101-5640-0-5212-5001-3150-000	27.82
	68 (	00251880	V68105766 HARMAN, NANCY	09/20/17	MW 0101-0000-0-5213-0000-3140-000	73.30
	68 (	00251881	V68144735 HARVEY, LAUREN	09/20/17	MW 0101-1102-0-5212-1160-1000-000	68.48
	68 (	00251882	V68147116 HD SUPPLY FACILITIES	09/20/17	MW 0101-8150-0-4500-0000-8110-000	2,504.43
9	68 (	00251883	V68151531 HD SUPPPLY CONSTRUCTION AND	09/20/17	MW 0101-0000-0-4500-0000-8220-000	281.43
3 o	68 (	00251883	V68151531 HD SUPPPLY CONSTRUCTION AND	09/20/17	MW 0101-8150-0-4500-0000-8110-000	4,055.25
f 93	68 (	00251884	V68156071 HEALY, JEROME	09/20/17	MW 0101-1102-0-5212-1160-1000-000	21.93
5		User: MXI Report: BK3	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 23	Current Da Current Tim	Current Date: 09/20/2017 Current Time: 14:08:53

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	Check	eck	Payce ID Payee Name	Check Date Cancel	Check Date Cancel Date Tune Account	Chool: Amount
	68	00251885	V68007500 HENRY SCHEIN INC/MBM	09/20/17	MW 0101-1100-0-4300-1140-4200-002	CHECK AHIUURI
	68	00251886	V68059154 HERITAGE SCHOOLS INC	09/20/17		
	68	00251886	V68059154 HERITAGE SCHOOLS INC	09/20/17		0.310.00
	68	00251886	V68059154 HERITAGE SCHOOLS INC	09/20/17		3 154 00
	68	00251887	V68154276 HERITAGE WINDOW COVERING	09/20/17	_	415.00
	68	00251888		09/20/17	MW 0101-6500-0-5212-5750-1190-000	173.88
	68	00251889		09/20/17	MW 0101-0002-0-4300-1130-1000-060	1,488.87
	68	00251889	V68155707 HI TECH PROTECTION SYSTEMS INC	09/20/17	MW 0101-0400-0-4300-1130-1000-060	1,488.88
	68	00251890		09/20/17	MW 0101-6500-0-5212-5750-1110-000	50.29
	68	00251891		09/20/17	MW 0101-8150-0-4500-0000-8110-000	4,040.61
	89	00251892	V68155684 HOPE Therapies	09/20/17	MW 0101-6500-0-5800-5750-1190-000	1,968.75
	68	00251893		09/20/17	MW 0101-6500-0-5212-5750-1110-000	36.92
]		00251894	V68145643 HOWARD, ANDREA	09/20/17	MW 0101-1102-0-5212-1160-1000-000	41.73
e Pag		00251895	V68152498 HUNKER, WILLIAM	09/20/17	MW 0101-1102-0-5212-1160-1000-000	64.73
35 ge		00251896	V68114467 IMAGE 2000	09/20/17	MW 0101-0002-0-4300-1140-1000-005	657.11
of 1 <b>24</b>	iñ B	00251897	V68154526 IMAGE APPAREL FOR BUSINESS INC	09/20/17	MW 0101-7230-0-4500-1110-3600-000	75.90
110 of		00251897	V68154526 IMAGE APPAREL FOR BUSINESS INC	09/20/17	MW 0101-7240-0-4500-5001-3600-000	177.09
42	· ·	00251898		09/20/17	MW 0101-0000-0-4500-1180-2420-000	741.64
		00251899	V68154140 JENNIFER RAO	09/20/17	MW 0101-6500-0-5802-5750-1180-000	758.01
	68	00251900		09/20/17	MW 0101-3410-0-5212-5750-1190-000	55.64
	88	00251901	V68143709 JONES, JOSEPH	09/20/17	MW 0101-6500-0-5213-5001-2700-000	127.33
	88	00251902		09/20/17	MW 0101-0000-0-9510-0000-000-000	3,349.82
	68	00251902		09/20/17	MW 0101-0010-0-4500-0000-2100-000	297.84
	68	00251903	V68146878 KARPUS, DAVID AND MARY	09/20/17	MW 0101-6500-0-5802-5750-1180-000	1,142.47
	89	00251904		09/20/17	MW 0101-3410-0-5212-5750-1190-000	38.52
	89	00251905		09/20/17	MW 0101-0000-0-4500-0000-7550-000	925.92
	89	00251906		09/20/17	MW 0101-3410-0-5212-5750-1190-000	239.68
	89	00251907		09/20/17	MW 0101-3410-0-5212-5750-1190-000	56.18
	89	00251908		09/20/17	MW 0101-0004-0-4114-1180-1000-003	10.00
	89	00251909		09/20/17	MW 0101-8150-0-5605-0000-8110-000	527.04
9	68	00251910	V68151318 KONOGERIS, KATHI	09/20/17	MW 0101-6500-0-5213-5001-3150-000	64.74
4 o	Γ.	00251911	V68100464 KUNZE-THIBEAU, LORI	09/20/17	MW 0101-6520-0-4300-5750-1190-000	19.44
f 93	68	00251912	V68122233 LARSON LIGHTING AND AUDIO	09/20/17	MW 0101-0000-0-4500-0000-7180-000	875.00
35		User: MXRC Report: BK300	MXROSA - Mcrcedes Rosalcs BK3006: Consolidated Check Register w. Account	Page 24	Current Date: 09/20/20 Current Time: 14:08:53	Current Date: 09/20/2017 Current Time: 14:08:53

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	68 00251913	V68153247 LAURA S. PHILLIPS	09/20/17	MW 0101-6512-0-5115-5750-3110-000	1,520.00
	68 00251914	V68104580 LAWSON PRODUCTS INC	09/20/17	MW 0101-7230-0-4600-1110-3600-000	785.14
	68 00251915	V68156072 LE, GRACE	09/20/17	MW 0101-6500-0-5212-5750-1190-000	71.69
	68 00251916	V68156089 LECHUGA, NAOMI	09/20/17	MW 0101-0002-0-4500-3200-2700-018	18.68
	68 00251917	V68143562 LIBERTY PAPER	09/20/17	MW 0101-0000-0-9321-0000-000-000	65,791.72
8	68 00251918	V68118980 LOCAL JANITORIAL & VACUUM	09/20/17	MW 0101-0000-0-4500-0000-8210-000	996.74
	68 00251919	V68150084 LONERO, TIFFANY	09/20/17	MW 0101-3315-0-5212-5730-1110-000	30.23
	68 00251919	V68150084 LONERO, TIFFANY	09/20/17	MW 0101-6500-0-5212-5750-1110-000	30.23
	68 00251920	V68145274 LOPER-LEDDY, KAY	09/20/17	MW 0101-6520-0-4300-5750-1190-000	27.08
	68 00251921	V68155753 Magnatag Visible Systems	09/20/17	MW 0101-0002-0-4300-1140-1000-022	978.12
	68 00251922	V68001743 MARCUS, BRUCE	09/20/17	MW 0101-1102-0-5212-1160-1000-000	44.94
	68 00251923	V68154268 MARINE AIR INC	09/20/17	MW 0101-8150-0-5605-0000-8110-000	1,317.56
]	68 00251924	V68117593 MCKEE, DANISE	09/20/17	MW 0101-3315-0-5212-5730-1110-000	18.72
e Pag	168 00251924	V68117593 MCKEE, DANISE	09/20/17	MW 0101-6500-0-5212-5750-1110-000	18.73
36 o ge 2		V68154583 MEDINA, ALISSA	09/20/17	MW 0101-1102-0-5212-1160-1000-000	67.94
of 1 25	<b>E</b> 00251926	V68104419 MHS RESEARCH DEPARTMENT	09/20/17	MW 0101-0000-0-4500-0000-3120-000	181.53
110 <b>of</b>		V68104419 MHS RESEARCH DEPARTMENT	09/20/17	MW 0101-6500-0-4500-5001-3120-000	272.31
42	<b>68</b> 00251927	V68151062 MICKLE, JACQUELINE	09/20/17	MW 0101-3315-0-5212-5730-1110-000	25.68
	68 00251927	V68151062 MICKLE, JACQUELINE	09/20/17	MW 0101-6500-0-5212-5750-1110-000	25.68
	68 00251928	V68112637 MIND RESEARCH INSTITUTE	09/20/17	MW 0101-0400-0-4300-1130-1000-056	5,000.00
	68 00251929	V68146993 MISSION AUTO SERVICE	09/20/17	MW 0101-7240-0-5605-5001-3600-000	2,462.49
	68 00251929	V68146993 MISSION AUTO SERVICE	09/20/17	MW 0101-8150-0-5605-0000-8230-000	225.35
	68 00251930	V68040147 MOBILE COMMUNICATION REPAIR	09/20/17	MW 0101-7240-0-5605-5001-3600-000	553.97
	68 00251930	V68040147 MOBILE COMMUNICATION REPAIR	09/20/17	MW 0101-8150-0-5605-0000-8110-000	344.05
	68 00251931	V68144381 MORAND, CARA	09/20/17	MW 0101-3315-0-5212-5730-1110-000	15.79
	68 00251931	V68144381 MORAND, CARA	09/20/17	MW 0101-6500-0-5212-5750-1110-000	15.78
	68 00251932	V68104108 MORROW, ELYSE	09/20/17	MW 0101-3315-0-5212-5730-1110-000	6.32
	68 00251932	V68104108 MORROW, ELYSE	09/20/17	MW 0101-6500-0-5212-5750-1110-000	119.94
	68 00251933	V68116926 NAPORA, NOELLE	09/20/17	MW 0101-3315-0-5212-5730-1110-000	25.68
	68 00251933	V68116926 NAPORA, NOELLE	09/20/17	MW 0101-6500-0-5212-5750-1110-000	25.69
9:	68 00251934	V68107931 NASON, KIM	09/20/17	MW 0101-1102-0-5212-1160-1000-000	19.26
5 0	68 00251935	V68121862 NCS PEARSON INC.	09/20/17	MW 0101-0000-0-4500-0000-3120-000	1,533.09
f 93	68 00251935	V68121862 NCS PEARSON INC.	09/20/17	MW 0101-6500-0-4500-5001-3120-000	2,299.64
5	User: A Report: B	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 25	Current Da Current Tim	Current Date: 09/20/2017 Current Time: 14:08:53

U	Check	Payce ID Payee Name	Check Date Cancel Date Type	el Date Type Account	Check Amount
68	8 00251936	V68021378 NEW HAVEN YOUTH & FAMILY	09/20/17		3.502.00
68	8 00251936	V68021378 NEW HAVEN YOUTH & FAMILY	09/20/17	MW 0101-6500-0-5803-5750-1180-000	2.480.00
68	8 00251936	V68021378 NEW HAVEN YOUTH & FAMILY	09/20/17	MW 0101-6512-0-5104-5750-1180-000	4.767.50
68		V68021378 NEW HAVEN YOUTH & FAMILY	09/20/17	MW 0101-6512-0-5101-5750-3110-000	12.348.39
68	-	V68021378 NEW HAVEN YOUTH & FAMILY	09/20/17	MW 0101-6512-0-5104-5750-3120-000	4,767.50
68			09/20/17	MW 0101-8150-0-4500-0000-8230-000	718.10
68			09/20/17	MW 0101-6500-0-5800-5001-2100-000	4,646.92
68		V68066570 ORANGE COUNTY DEPT OF EDUC	09/20/17	MW 0101-6500-0-5800-5750-3140-000	1,217.66
68		V68148042 ORGILL, JANELL	09/20/17	MW 0101-3315-0-5212-5730-1110-000	19.79
68	-	V68148042 ORGILL, JANELL	09/20/17	MW 0101-6500-0-5212-5750-1110-000	19.80
68	-	V68111194 PALMER, STRATTON	09/20/17	MW 0101-6500-0-5212-5750-1110-000	64.20
68		V68117359 PANNING LABATE, TINA	09/20/17	MW 0101-3315-0-5212-5730-1110-000	21.35
68		V68117359 PANNING LABATE, TINA	09/20/17	MW 0101-6500-0-5212-5750-1110-000	21.35
		V68068227 PARKHOUSE TIRE INC.	09/20/17	MW 0101-7240-0-4600-5001-3600-000	708.75
<b>хе</b> н 37 о	-	V68104553 PEARSON EDUCATION	09/20/17	MW 0101-6300-0-4150-1140-1000-000	1,088.05
88 ∭B Df∫	-			MW 0101-1102-0-5212-1160-1000-000	48.15
	8 00251945	V68154724 PINNACLE PETROLEUM INC	09/20/17	MW 0101-7230-0-4600-1110-3600-000	10,388.08
т		V68154724 PINNACLE PETROLEUM INC	09/20/17	MW 0101-7240-0-4600-5001-3600-000	8,151.61
68	-	V68154724 PINNACLE PETROLEUM INC	09/20/17	MW 0101-7240-0-4600-5001-3600-000	10,388.08
68		V68154724 PINNACLE PETROLEUM INC	09/20/17	MW 0101-8150-0-4500-0000-8230-000	8,151.62
68		V68145420 PITNEY BOWES/PRESORT SERVICES	09/20/17	MW 0101-0000-0-5900-0000-7540-000	316.30
68		V68142260 PRIMICIAS, MELISSA	09/20/17	MW 0101-0000-0-5213-0000-3120-000	19.68
68		V68142260 PRIMICIAS, MELISSA	09/20/17	MW 0101-3315-0-5213-5730-3120-000	19.68
68		V68142260 PRIMICIAS, MELISSA	09/20/17	MW 0101-6510-0-5213-5710-3120-000	9.86
68	_		09/20/17	MW 0101-0000-0-4500-0000-7550-000	861.72
68	-		09/20/17	MW 0101-8150-0-5800-0000-8230-000	83.00
68	_		09/20/17	MW 0101-3315-0-5212-5730-1110-000	16.05
68			09/20/17	MW 0101-6500-0-5212-5750-1110-000	16.05
68			09/20/17	MW 0101-7230-0-4600-1110-3600-000	619.41
68		V68143972 RODRIGUEZ, MICHELLE	09/20/17	MW 0101-6500-0-5212-5750-1130-000	98.44
			09/20/17	MW 0101-8150-0-4500-0000-8110-000	323.25
68	00251954	V68078255 SAN DIEGO GAS & ELECTRIC	09/20/17	MW 0101-0000-0-5500-0000-8200-000	68,242.27
° f 0	00251955	V68079190 SANTA MARGARITA WATER	09/20/17	MW 0101-0000-0-5500-0000-8200-000	7,097.47
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	Check	ck		Check Date Cancel Date Type	Date Type Account	Check Amount
	68	00251956	V68151087 SANTOKE, MAHFRIN	09/20/17	MW 0101-1102-0-5212-1160-1000-000	56.17
	68	00251957	V68107258 SCHAFER, KEITH	09/20/17	MW 0101-0000-0-5213-0000-7700-000	66.34
	68	00251958	V68063354 SCHOOL MATE	09/20/17	MW 0101-0002-0-4500-1130-1000-054	322.00
	68	00251959	V68145390 SCHOOLER, DEBORAH	09/20/17	MW 0101-3315-0-5212-5730-1110-000	29.69
	68	00251959	V68145390 SCHOOLER, DEBORAH	09/20/17	MW 0101-6500-0-5212-5750-1110-000	29.69
	68	00251960	V68081031 SCOTT FORESMAN	09/20/17	MW 0101-6300-0-4140-1110-1000-000	5,017.21
	68	00251961	V68081940 SHAMROCK SUPPLY CO INC	09/20/17	MW 0101-0000-0-9321-0000-0000-000	114.10
	68	00251962	V68152674 SITEONE LANDSCAPE SUPPLY	09/20/17	MW 0101-0000-0-4500-0000-8220-000	1,347.77
	68 (	00251963	V68156091 SLOBODNIK, JAMIE	09/20/17	MW 0101-6500-0-1105-5750-1130-000	16.05
	68	00251964	V68145533 SMITH, ANNE	09/20/17	MW 0101-3315-0-5212-5730-1110-000	6.42
	68	00251964	V68145533 SMITH, ANNE	09/20/17	MW 0101-6500-0-5212-5750-1110-000	6.42
	68	00251965	V68084100 SO CA GAS CO	09/20/17	MW 0101-0000-0-5500-0000-8200-000	31.55
ł	68	00251965	V68084100 SO CA GAS CO	09/20/17	MW 0101-7240-0-4600-5001-3600-000	2,215.08
8 98	Ê	00251966	V68100812 SOLTIS, PAMELA	09/20/17	MW 0101-3315-0-5212-5730-1110-000	19.26
38 o 7e 2	x	00251966	V68100812 SOLTIS, PAMELA	09/20/17	MW 0101-6500-0-5212-5750-1110-000	19.26
of 1 27	1 <sup>8</sup>	00251967	V68108107 SOLUTION TREE INC	09/20/17	MW 0101-3010-0-5215-1110-1000-021	3,345.00
10 of	I₿.	00251967	V68108107 SOLUTION TREE INC	09/20/17	MW 0101-3010-0-5216-1110-1000-021	1,338.00
42	4 <b>%</b>	00251967	V68108107 SOLUTION TREE INC	09/20/17	MW 0101-6264-0-5216-0000-2100-000	4,683.00
	68	00251967	V68108107 SOLUTION TREE INC	09/20/17	MW 0101-6264-0-5215-1110-1000-000	16,056.00
	68 (	00251968	V68083846 SOUTH COAST AIR QUALITY MGMT	09/20/17	MW 0101-8150-0-5800-0000-8110-000	4,971.82
	68	00251969	V68122718 SOUTHERN CALIFORNIA EDISON	09/20/17	MW 0101-0000-0-5500-0000-8200-000	104,034.77
	68	00251970	V68050288 SPICERS PAPER CO	09/20/17	MW 0101-0000-0-9321-0000-0000-000	2,289.57
	68	00251970	V68050288 SPICERS PAPER CO	09/20/17	MW 0101-0000-0-4500-0000-7550-000	12,974.21
	68	00251971	V68116925 SPORTS FACILITIES GROUP INC	09/20/17	MW 0101-8150-0-5605-0000-8110-000	2,700.00
	68	00251972	V68001792 STIRLING, ROBERT	09/20/17	MW 0101-1102-0-5212-1160-1000-000	47.61
	68	00251973	V68151174 STOTZ EQUIPMENT	09/20/17	MW 0101-0000-0-5605-0000-8220-000	1,279.26
	68 (	00251974	V68115461 TALILI, MAILUMAI	09/20/17	MW 0101-3410-0-5212-5750-1190-000	318.31
	68	00251975	V68146754 TAYNE, JULIE	09/20/17	MW 0101-6500-0-5212-5750-1190-000	86.67
	68 (	00251976	V68152808 THE PEP BOYS-MANNY MOE JACK OF	09/20/17	MW 0101-7230-0-4600-1110-3600-000	139.97
	68	00251977	V68154798 TREETOP PRODUCTS INC	09/20/17	MW 0101-0400-0-4300-1130-1000-055	7,645.46
9′	68 (	00251978	V68112012 TRUCK AND AUTO SUPPLY INC	09/20/17	MW 0101-7230-0-4600-1110-3600-000	98.03
7 o:	68 (	00251979	V68100636 ULINE	09/20/17	MW 0101-8150-0-4500-0000-8110-000	1,874.85
f 93	68	00251980	V68093334 UNITED RENTALS	09/20/17	MW 0101-0000-0-5605-0000-8220-000	2,097.91
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1	Check	Payee ID Payee Name	Check Date Cance	Check Date Cancel Date Type Account	Check Amount
-	68 00251980	V68093334 UNITED RENTALS	09/20/17	MW 0101-8150-0-4500-0000-8110-000	103 44
-	68 00251980	V68093334 UNITED RENTALS	09/20/17		4 980 13
-	68 00251981	V68118836 VARGAS, DAVID	09/20/17		103.26
1	68 00251982	V68102669 VOSS, MICHELLE	09/20/17	-	73.29
-	68 00251983	V68148089 WEBSTER, ANNE	09/20/17		41.73
	68 00251984	V68113976 WEIS-DAUGHERTY, DENISE	09/20/17	MW 0101-6500-0-5213-5750-2100-000	43.87
	68 00251985	V68057505 WENTZEL, KORY	09/20/17	-	86.67
-	68 00251986	V68015090 WESTERN GRAPHIX	09/20/17	MW 0101-8150-0-5605-0000-8110-000	713.25
-	68 00251987	V68144672 WESTON, KELLY	09/20/17	MW 0101-3315-0-5212-5730-1110-000	41.73
2	68 00251987	V68144672 WESTON, KELLY	09/20/17	MW 0101-6500-0-5212-5750-1110-000	41.73
-	68 00251988	V68116337 WHALEN, ANDREA	09/20/17	MW 0101-6500-0-5212-5750-1130-000	46.55
2		V68155130 WHEELER, ANTOINETTE T	09/20/17	MW 0101-6500-0-5213-5001-2700-000	79.18
	68 00251990	V68145723 WHITING, SUSAN	09/20/17	-	34.24
₩. 8 Pag	Ŭ	V68156059 Wildfong, Timothy or Carmen	09/20/17	MW 0101-0004-0-4114-1180-1000-003	15.00
	Ŭ	V68118596 WOLFSON, DONNA	09/20/17	MW 0101-3315-0-5212-5730-1110-000	19.52
	<b>B</b> 00251992	V68118596 WOLFSON, DONNA	09/20/17	MW 0101-6500-0-5212-5750-1110-000	19.53
	<b>5</b> 8 00251993	V68148471 WOLFSON, MEGHAN	09/20/17	MW 0101-3315-0-5212-5730-1110-000	29.69
т	<b>68</b> 00251993	V68148471 WOLFSON, MEGHAN	09/20/17	MW 0101-6500-0-5212-5750-1110-000	29.70
	68 00251994	V68155736 Worthington Direct Holdings LL	09/20/17	MW 0101-0400-0-4400-1130-1000-061	970.19
÷	68 00251995	V68156084 YUBETA, JEFF	09/20/17	MW 0101-0004-0-4114-1180-1000-004	94.26
		SUBFUND 0101 Total:			10.085.207.91

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	Account	
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Check	Payee ID Payee Name	Payee Name	Check Date Cancel Date Type Account	pe Account	Check Amount
68 00251204	V68066400	V68066400 OPPORTUNITIES FOR LEARN	08/28/17 MV	MW 0909-0000-0-8011-0000-0000-203	34,500.00
68 00251304	V68113144	V68113144 OPPORTUNITY FOR LEARNING	08/30/17 MV	MW 0909-0000-0-8660-0000-0000-203	111.30
68 00251441	V68113144	V68113144 OPPORTUNITY FOR LEARNING	VM 09/06/17	MW 0909-0000-0-8011-0000-0000-203	34,501.65
68 00251441	V68113144	68113144 OPPORTUNITY FOR LEARNING	09/06/17 MV	MW 0909-0000-0-9510-0000-000-000	-19,842.81
	SUBFUI	SUBFUND 0909 Total:			49,270.14

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## Consolidated Check Register w. Account from 8/24/2017 to 9/20/2017 **CAPISTRANO USD**

ป็	Check	Payee ID Payee Name	Check Date Cancel Date Type Account	e Type Account	Check Amount
68	68 00251305	V68109422 DUARTE, DIANE	08/30/17	MW 1212-6105-0-5213-0001-2700-000	10.00
68	68 00251306	V68151482 WATTERS, LIZ	08/30/17	MW 1212-6105-0-5213-0001-2700-000	81 37
68	68 00251382	V68007162 STAPLES ADVANTAGE	09/01/17	MW 1212-5025-0-4500-0001-2700-000	555 86
68	00251382	V68007162 STAPLES ADVANTAGE	09/01/17	MW 1212-9145-0-4500-0001-2700-000	370.57
68	68 00251442	V68110734 JURDI, GHADA	09/06/17	MW 1212-9145-0-4500-0001-2700-000	43.09
68	00251536	V68148967 CALPERS FISCAL SERVICES DIV.	09/08/17	MW 1212-6105-0-3202-0001-1000-000	3 415 35
68	00251768	V68149056 CONTROLTEC INC	09/15/17	MW 1212-5025-0-5800-0001-2700-000	7 366 01
68	68 00251768	V68149056 CONTROLTEC INC	09/15/17	MW 1212-9145-0-5800-0001-2700-000	4 910 67
68	00251769	V68123713 DEPARTMENT OF SOCIAL SERVICES	09/15/17		363.00
68	00251770	V68083350 SMART & FINAL **SCHOOL SITES**	09/15/17	MW 1212-9145-0-4300-0001-1000-000	150.07
68	68 00251771	V68118165 THOMSON REUTERS/BARCLAYS	09/15/17	MW 1212-5025-0-5800-0001-2700-000	100.80
68	68 00251771	V68118165 THOMSON REUTERS/BARCLAYS	09/15/17	MW 1212-9145-0-5800-0001-2700-000	67.20
EXI 91 Page		SUBFUND 1212 Total:			17,443.79

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	Check	ck	Payee ID Payee Name	Check Date Cancel Date Type	Date Type Account	Check Amount
	68	00251179	V68152352 ACTION SALES	08/24/17	MW 1313-5310-0-9510-0000-000-000	50,109.16
	68	00251205	V68155913 Gerber, Russ	08/28/17	MW 1313-9700-0-9651-0000-0000-000	165.00
	68	00251205	V68155913 Gerber, Russ	08/28/17	MW 1313-9700-0-9652-0000-0000-024	90.06
	68	00251206	V68155916 Jungk, Jenea	08/28/17	MW 1313-9700-0-9651-0000-000-000	30.00
	68	00251207	V68144780 MOORE , SANDIE	08/28/17	MW 1313-5310-0-5213-0000-3700-000	111.24
	68	00251208	V68155917 Schlottmann Calderon	08/28/17	MW 1313-9700-0-9651-0000-0000-000	15.25
	68	00251208	V68155917 Schlottmann Calderon	08/28/17	MW 1313-9700-0-9652-0000-0000-027	5.00
	68	00251209	V68130073 SMART & FINAL	08/28/17	MW 1313-5310-0-4716-0000-3700-000	252.28
	68	00251210	V68155915 Stakston, Molly	08/28/17	MW 1313-9700-0-9651-0000-0000-000	473.75
	68	00251210	V68155915 Stakston, Molly	08/28/17	MW 1313-9700-0-9652-0000-0000-030	253.60
	68	00251211	V68130474 ZAMARRIPA, LORENA	08/28/17	MW 1313-5310-0-5213-0000-3700-000	7.49
	68	00251211	V68130474 ZAMARRIPA, LORENA	08/28/17	MW 1313-5310-0-5213-0000-3700-005	6.95
1	68	00251211	V68130474 ZAMARRIPA, LORENA	08/28/17	MW 1313-5310-0-5213-0000-3700-023	18.73
) Dag	Ê	00251211	V68130474 ZAMARRIPA, LORENA	08/28/17	MW 1313-5310-0-5213-0000-3700-024	19.26
)2 (	X	00251211	V68130474 ZAMARRIPA, LORENA	08/28/17	MW 1313-5310-0-5213-0000-3700-025	14.98
of 1 <b>31</b>	IIB	00251307	V68155936 Han, Kim	08/30/17	MW 1313-9700-0-9651-0000-000-000	72.25
110	Iữ	00251308	V68155935 Malloy, Honey	08/30/17	MW 1313-9700-0-9651-0000-0000-000	22.00
) // 1	4 <sup>66</sup>	00251309	V68155758 REFRIGERATION CONTROL COMPANY	08/30/17	MW 1313-5310-0-5671-0000-3700-000	1,372.87
,	68	00251310	V68155937 Reid, Gina	08/30/17	MW 1313-9700-0-9653-0000-000-003	21.75
	68	00251311	V68053694 STROICH, SAM H.	08/30/17	MW 1313-5310-0-6400-0000-3700-003	9,875.00
	68	00251312	V68155934 Tong, Marlen	08/30/17	MW 1313-9700-0-9653-0000-000-006	100.00
	68	00251383	V68155945 Batineh, Susan	09/01/17	MW 1313-9700-0-9652-0000-0000-023	21.50
	68	00251384	V68155944 Cheever, Cristina	09/01/17	MW 1313-9700-0-9651-0000-0000-000	91.75
	68	00251385	V68155947 Goodwin, Margaret	09/01/17	MW 1313-5310-0-5213-0000-3700-027	11.24
	68	00251386	V68130111 INDUSTRIAL ELECTRIC SERVICE	09/01/17	MW 1313-5310-0-5672-0000-3700-001	784.00
	68	00251386	V68130111 INDUSTRIAL ELECTRIC SERVICE	09/01/17	MW 1313-5310-0-5672-0000-3700-028	300.25
	68	00251387	V68155758 REFRIGERATION CONTROL COMPANY	09/01/17	MW 1313-5310-0-5671-0000-3700-000	1,303.04
	68	00251387	V68155758 REFRIGERATION CONTROL COMPANY	09/01/17	MW 1313-5310-0-5671-0000-3700-003	715.63
	68	00251387	V68155758 REFRIGERATION CONTROL COMPANY	09/01/17	MW 1313-5310-0-5671-0000-3700-004	3,003.92
	68	00251388	V68130073 SMART & FINAL	09/01/17	MW 1313-5310-0-4716-0000-3700-000	71.36
10	68	00251389	V68155946 Sturgeon, Erica	09/01/17	MW 1313-5310-0-5213-0000-3700-027	3.74
10	68	00251389	V68155946 Sturgeon, Erica	09/01/17	MW 1313-5310-0-5213-0000-3700-030	9.63
f 93	68	00251389	V68155946 Sturgeon, Erica	09/01/17	MW 1313-5310-0-5213-0000-3700-032	12.31
5		User: MX Report: BK3	User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account	Page 31	Current Date: Current Time:	te: 09/20/2017 te: 14:08:53

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	Check	sck	Payee ID Payee Name	Check Date Cancel Date Tyne	. T'une Account		Chack Amount
	68	00251390	V68102018 SYSCO RIVERSIDE INC.	09/01/17		1313-5310-0-4716-0000-3700-000	32.64
	68	00251537	V68148501 COLLINS, GREGORY	09/08/17	MW 1313	1313-5310-0-9510-0000-0000-000	50.02
	68	00251538	V68155977 HOBBS, LAURA	09/08/17		313-9700-0-9651-0000-0000-000	200.00
	68	00251539	V68155979 KIBLER, KENDALL	09/08/17	-	313-9700-0-9651-0000-0000-000	200.002
	68	00251540	V68155758 REFRIGERATION CONTROL COMPANY	09/08/17	1	313-5310-0-9510-0000-0000-000	558.75
	68	00251541		09/08/17	MW 1313-	313-9700-0-9651-0000-0000-000	46.25
	68	00251542	V68155549 SUN TAMERS		MW 1313-	313-5310-0-9510-0000-000-000	856.50
	68	00251543		09/08/17	MW 1313-	313-5310-0-9510-0000-000-000	9.171.30
	68	00251564	V68116688 P & R PAPER SUPPLY CO	09/11/17	MW 1313-	313-5310-0-9510-0000-000-000	7,856.59
	68	00251625		09/13/17	MW 1313-	313-5310-0-5672-0000-3700-000	875.00
	68	00251626	V68145318 BRINKS INC.	09/13/17	MW 1313-	313-5310-0-9510-0000-000-000	176.50
	68	00251627		09/13/17	MW 1313-	313-9700-0-9651-0000-000-000	31.15
I	68	00251628		09/13/17	MW 1313-	313-5310-0-9510-0000-000-000	18,011.00
9	e E	00251628		09/13/17	MW 1313-	313-5310-0-4711-0000-3700-021	253.75
3	<b>ё</b> н	00251628	V68130403 DOMINO S PIZZA	09/13/17	MW 1313-	313-5310-0-4711-0000-3700-023	65.25
of 1 32	) B	00251628		09/13/17	MW 1313-	313-5310-0-4711-0000-3700-024	116.00
10	۴	00251628	V68130403 DOMINO S PIZZA	09/13/17	MW 1313-	313-5310-0-4711-0000-3700-025	94.25
12	<u>چ</u>	00251628		09/13/17	MW 1313-	313-5310-0-4711-0000-3700-026	43.50
		00251628	V68130403 DOMINO S PIZZA	09/13/17	MW 1313-	313-5310-0-4711-0000-3700-027	123.25
		00251628		09/13/17	MW 1313-	313-5310-0-4711-0000-3700-028	79.75
		00251628		09/13/17	MW 1313-	313-5310-0-4711-0000-3700-032	43.50
		00251629	V68130040 ECOLAB PEST ELIMINATION	09/13/17	MW 1313-	1313-5310-0-9510-0000-0000-000	1,445.18
		00251630		09/13/17	MW 1313-	1313-5310-0-9510-0000-0000-000	24,101.97
		00251631		09/13/17	MW 1313-	1313-9700-0-9651-0000-0000-000	101.75
		00251632		09/13/17	MW 1313-	313-5310-0-4716-0000-3700-000	89.23
		00251633		09/13/17	MW 1313-	313-5310-0-5874-0000-3700-000	200.00
		00251645		09/14/17	MW 1313-	313-5310-0-9510-0000-000-000	4,545.10
		00251772	V68156053 Alstatt, Evgenlya		MW 1313-	313-9700-0-9651-0000-000-000	67.25
		00251773		09/15/17	MW 1313-	(313-9700-0-9651-0000-0000-000	72.25
		00251774		09/15/17	MW 1313-	313-5310-0-9510-0000-0000-000	740.12
102		00251775		09/15/17	MW 1313-	313-9700-0-9652-0000-0000-029	93.81
2 0		00251996	V68024000 CULVER-NEWLIN	09/20/17	MW 1313-	313-5310-0-4471-0000-3700-000	11,840.15
f 93	68	00251997	V68153318 FOOD SAFETY SYSTEMS	09/20/17	MW 1313-	1313-5310-0-9510-0000-0000-000	8,400.00
5		User: MXR Report: BK30	MXROSA - Mercedes Rosales BK3006: Consolidated Check Register w. Account	Page 32		Current Date: 09/20/2017 Current Time: 14-08-53	09/20/2017 14-08-53
				1		CHILENIE THE CHILENE	CC:00:41

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	Check Amount	807.50 1,137.50 212.50 212.50 170.00 1,941.60	164,262.94		<b>Current Date:</b> 09/20/2017 Current Time: 14:08:53	CC.00.11
unt	ate Type Account				Current Date: 09/20/20 Current Time: 14:08:53	
CAPISTRANO USD lidated Check Register w. Account from 8/24/2017 to 9/20/2017	Check Date Cancel Date Type	71/02/90 09/20/17 71/02/90 71/02/90 71/02/90			Page 33	53
CAPIS Consolidated Cho from 8/24	Payee ID Payee Name	758 758 758 758 135	SUBFUND 1313 Total:		MXROSA - Mercedes Rosales BK 3006: Consolidated Check Resister w. Account	006. Consolidated Check Register w. Account
	Check	<ul> <li>68 00251998</li> <li>68 00251998</li> <li>68 00251998</li> <li>68 00251998</li> <li>68 00251998</li> <li>68 00251999</li> </ul>		EXHIBIT 4 94 of 110 <b>Page 33 of 42</b>	103 of 935	

## Consolidated Check Register w. Account from 8/24/2017 to 9/20/2017 **CAPISTRANO USD**

Check	Payee ID Payee Name	Check Date Cancel Date Type Account		Check Amount
68 00251186	V68106764 CDWG Inc	08/25/17 MW 1414-6205-0-5800-0000-8500-000	000-8500-000	1 620 00
68 00251212	V68152347 KYA SERVICES LLC	08/28/17 MW 1414-6205-0-6200-0000-8500-054	000-8500-054	17 553 78
68 00251334	V68155176 KITCHELL CEM	MM	000-8500-000	141 681 35
68 00251565	V68155409 STREAMLINE SYSTEMS DESIGNS	09/11/17 MW 1414-6205-0-6200-0000-8500-002	000-8500-002	19.959.85
68 00251646	V68051854 GILBERT & STEARNS INC	09/14/17 MW 1414-6205-0-6200-0000-8500-003	000-8500-003	3.441.55
68 00251647	V68109098 WON-DOOR CORPORATION	09/14/17 MW 1414-6205-0-6200-0000-8500-000	000-8500-000	9 487 10
68 00251776	V68152347 KYA SERVICES LLC	MM	000-8500-083	12 179 97
68 00251777	V68155409 STREAMLINE SYSTEMS DESIGNS	MM	000-8500-003	22.080.51
	SUBFUND 1414 Total:			227,998.61

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Current Date: 09/20/2017 Current Time: 14:08:53

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User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Rogister w. Account

	Check Amount 8,790.00	8,790.00		Current Date: 09/20/2017 Current Time: 14:08:53
ccount	Check Date Cancel Date Type Account 09/15/17 MW 2123-9802-0-6210-0000-8500-000			Current Date: 09/20/201 Current Time: 14:08:53
CAPISTRANO USD Consolidated Check Register w. Account from 8/24/2017 to 9/20/2017	Check Date Canc 09/15/17			Page 35
CAF Consolidated C from 8	Payee ID         Payee Name           V68141584         WLC ARCHITECTS INC	SUBFUND 2123 Total:		User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account
	Check 68 00251778		EXHIBIT 4 96 of 110 <b>Page 35 of 42</b>	User: MXR Use: BK30 105 of 935

## Consolidated Check Register w. Account from 8/24/2017 to 9/20/2017 **CAPISTRANO USD**

0	Check	Payee ID Payee Name	Check Date Cance	Check Date Cancel Date Tyne Account	Check Amount
0	68 00251180	V68153470 KOURY ENGINEERING & TESTING	08/24/17	MW 2525-9803-0-6290-0000-8500-006	6 045 17
9	68 00251213	V68066514 NMG GEOTECHNICAL INC	08/28/17	MW 2575-9806-0-6150-0000-8500-033	21.252.00
6	68 00251313	V68146264 OXFORD ACADEMY	08/30/17	MW 2525-9803-0-5800-0000-8500-204	25,000.00
6i	68 00251335	V68148640 DECISIONINSITE LLC	08/31/17		3 225 00
6	68 00251336	V68145940 NINYO & MOORE GEOTECHNICAL &	08/31/17		9 394 50
6	68 00251336	V68145940 NINYO & MOORE GEOTECHNICAL &	08/31/17		7 170.00
68	8 00251336	V68145940 NINYO & MOORE GEOTECHNICAL &	08/31/17		2.305.00
68		V68142564 PAUL C MILLER CONSTRUCTION CO	09/01/17	MW 2525-9803-0-6270-0000-8500-005	93,405,49
68	8 00251391	V68142564 PAUL C MILLER CONSTRUCTION CO	09/01/17	MW 2525-9901-0-6270-0000-8500-005	23,809,25
68	8 00251454	V68152548 CJK CONSTRUCTION MANAGEMENT	09/07/17	MW 2525-9803-0-6200-0000-8500-202	11.320.00
68	8 00251454	V68152548 CJK CONSTRUCTION MANAGEMENT	09/07/17		48,120.00
68	8 00251454	V68152548 CJK CONSTRUCTION MANAGEMENT	09/07/17		7 210 35
. 68	8 00251455	V68153379 R. JENSEN CO INC	L1/L0/60		228 950 00
۹ و Pa	8 00251566	V68122820 HMC	09/11/17	MW 2525-9806-0-6210-0000-8500-000	27.816.56
		V68155213 AW INDUSTRIES	09/14/17	MW 2525-9803-0-6290-0000-8500-005	9.016.80
1998 of 1 <b>36</b>		V68155213 AW INDUSTRIES	09/14/17	MW 2525-9806-0-6200-0000-8500-033	30,120,00
	8 00251648	V68155213 AW INDUSTRIES	09/14/17	MW 2525-9901-0-6290-0000-8500-005	2.298.40
-	8 00251649	V68149926 G.A. DOMINGUEZ	09/14/17	MW 2525-9803-0-6200-0000-8500-202	8.962.00
68	8 00251650	V68079541 SCHOOL FACILITY CONSULTANTS	09/14/17	MW 2525-9803-0-5800-0000-8500-000	6,188.75
		SUBFUND 2525 Total:			572,609.62

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Current Date: 09/20/2017 Current Time: 14:08:53

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User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account

	Check Amount 24,360.45	24,360.45			Current Date: 09/20/2017 Current Time: 14:08:53
ccount	Check Date Cancel Date Type Account 09/07/17 MW 3535-7710-0-6272-0000-8500-003				Current Date: 09/20/20 Current Time: 14:08:53
Consolidated Check Register w. Account from 8/24/2017 to 9/20/2017					Page 37
0	Payee ID Payee Name V68152548 CJK CONSTRUCTION MANAGEMENT	SUBFUND 3535 Total:			MXROSA - Mercedes Rosales BK3006: Consolidated Check Register w. Account
	Check 68 00251456		EXHIBIT 4 98 of 110 <b>Page 37 of 42</b>	107 of 93	User: Report:

**CAPISTRANO USD** 

	Check Amount 14,467.00	14,467.00		Current Date: 09/20/2017 Current Time: 14:08:53
CAPISTRANO USD Consolidated Check Register w. Account from 8/24/2017 to 9/20/2017	Check Date Cancel Date Type Account 08/24/17 MW 3539-7710-0-6210-0000-8500-003			Page Current Date: 09/20/201 38 Current Time: 14:08:53
	Payee ID Payee Name V68122820 HMC	SUBFUND 3539 Total:		User: MXROSA - Mcrccdes Rosales Report: BK3006: Consolidated Check Register w. Account
	Check 68 00251181	EXHIBIT 4 99 of 110 <b>Page 38 of 42</b>	108 of 93	

Check	Payee ID Payee Name	Check Date Cance	Check Date Cancel Date Type Account	Check Amount
68 00251182	V68122820 HMC	08/24/17	MW 4040-9881-0-6210-0000-8500-005	1,109.94
68 00251392	V68142564 PAUL C MILLER CONSTRUCTION CO	09/01/17	MW 4040-9441-0-6270-0000-8500-005	65,933.29
68 00251457	V68152548 CJK CONSTRUCTION MANAGEMENT	09/07/17	MW 4040-9441-0-6272-0000-8500-005	19,494.65
68 00251457	V68152548 CJK CONSTRUCTION MANAGEMENT	09/07/17	MW 4040-9804-0-6272-0000-8500-003	10,944.55
68 00251567	V68122820 HMC	09/11/17	MW 4040-9881-0-6210-0000-8500-005	16,796.00
68 00251651	V68155213 AW INDUSTRIES	09/14/17	MW 4040-9441-0-6290-0000-8500-005	6,364.80
68 00251779	V68066514 NMG GEOTECHNICAL INC	09/15/17	MW 4040-9441-0-6280-0000-8500-005	1,600.00
68 00251780	V68102879 US BANK	09/15/17	MW 4040-9801-0-5800-0000-8500-000	2,750.00
	SUBFUND 4040 Total:			124,993.23

EXHIBIT 4 100 of 110 **Page 39 of 42**  User: MXROSA - Mercedes Rosales Report: BK3006: Consolidated Check Register w. Account

	nt Check Amount	0-0-5800-0000-6000-000 0-0-9516-0000-0000-000 0-0-5800-0000-6000-000 0-0-4500-0000-6000-000 0-0-4500-0000-6000-000 0-0-5800-0000-6000-000	238,826.39		
. Account	Check Date Cancel Date Type Account				
Consolidated Check Register w. Account from 8/24/2017 to 9/20/2017	Check Date (	08/30/17 09/01/17 09/01/17 09/06/17 09/13/17			
	- 1	V68154142 CORVEL ENTERPRISE COMP V68122828 CORVEL ENTERPRISE COMP INC V68122828 CORVEL ENTERPRISE COMP INC V68122828 CORVEL ENTERPRISE COMP INC V6812162 STAPLES ADVANTAGE V68141709 IRON MOUNTAIN	SUBFUND 6768 Total:		
	ΨI	<ul> <li>68 00251314</li> <li>68 00251393</li> <li>68 00251393</li> <li>68 00251394</li> <li>68 00251443</li> <li>68 00251634</li> </ul>		EXHIBIT 4 101 of 110 <b>Page 40 of 42</b>	110 of 93

Check	Payee ID Payee Name	Check Date Cance	Check Date Cancel Date Type Account	Check Amount
68 00251214	V68120141 CAPISTRANO UNIFIED SCHOOL DIST	08/28/17	MW 6769-0000-0-9510-0000-000-000	368.80
68 00251214	V68120141 CAPISTRANO UNIFIED SCHOOL DIST	08/28/17	MW 6769-0000-0-5800-0000-6000-000	94,730.55
68 00251215	V68150703 MEBA C/O	08/28/17	MW 6769-0000-0-5800-0000-6000-000	3,881,748.75
68 00251315	V68120141 CAPISTRANO UNIFIED SCHOOL DIST	08/30/17	MW 6769-0000-0-5800-0000-6000-000	79,349.53
68 00251544	V68120141 CAPISTRANO UNIFIED SCHOOL DIST	09/08/17	MW 6769-0000-0-8660-0000-0000-000	-3.52
68 00251544	V68120141 CAPISTRANO UNIFIED SCHOOL DIST	09/08/17	MW 6769-0000-0-5800-0000-6000-000	84,459.52
68 00251545	V68043026 CIGNA	09/08/17	MW 6769-0000-0-5800-0000-6000-000	16,485.15
68 00251545	V68043026 CIGNA	09/08/17	MW 6769-0000-0-5800-0000-6000-000	25,792.43
68 00251546	V68059949 UNUM	09/08/17	MW 6769-0000-0-5800-0000-6000-000	12,968.20
68 00251547	V68156011 VU, ISABEL	09/08/17	MW 6769-0000-0-8674-0000-0000-000	2.86
68 00251635	V68120141 CAPISTRANO UNIFIED SCHOOL DIST	09/13/17	MW 6769-0000-0-5800-0000-6000-000	59,415.87
68 00251636	V68116630 TRAVIS SOFTWARE	09/13/17	MW 6769-0000-0-5800-0000-6000-000	300.00
68 00251781	V68109573 AMERICAN FIDELITY ASSURANCE CO	09/15/17	MW 6769-0000-0-8674-0000-0000-000	9,159.50
00252000 HXH	V68120141 CAPISTRANO UNIFIED SCHOOL DIST	09/20/17	MW 6769-0000-0-5800-0000-6000-000	57,784.86
IIBIT 4 of 110 <b>41 of 42</b>	SUBFUND 6769 Total:			4,322,562.50

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	Check Amount		21,895.92	15,872,688.50			
ccount	el Date Type Account	MW 6770-0000-0-5605-0000-6000-000 MW 6770-0000-0-5800-0000-6000-000 MW 6770-0000-0-9516-0000-0000-000 MW 6770-0000-0-5800-0000-6000-000		Grand Total:			
from 8/24/2017 to 9/20/2017	Check Date Cancel Date Type	09/08/17 09/08/17 09/13/17 09/15/17			*		Deer
from 8/24		V68155701 OC Auto Collision V68030155 ORANGE COUNTY HEALTH AGENCY V68151411 CAPISTRANO USD V68113310 EXECUTIVE ENVIRONMENTAL SVCS	SUBFUND 6770 Total:				MXR0SA . Mercodes Resolve
	<b>e</b>	68 00251548 68 00251549 68 00251637 68 00251782			EXHIBI 103 of 1 <b>Page 42</b> (		112 of 935

**CAPISTRANO USD** 

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
American Logistics Co., LLC	California Multiple Award Schedule (CMAS) Contract No. 3-	//20/2017
AMS.NET Inc.	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 California Multiple Award Schedule (CMAS) Contract No. 3- 08-70-2515A, CSA No. CS. 25E 0007U, Super Technologie	11/16/2016
California Western Visuals	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	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
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



VENDOR	TITLE	CUSD BOARD APPROVAL DATE
	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	
ConvergeOne	Firewall, and Nexus and Firewall Basic Maintenance	4/19/2017
		4/17/2017
	RFP No. 1-1718 - E-Rate Categories One-Data Transmission	
	Services and Internet Access and Two - Internal Connections	4/10/2017
Cox Business	Equipment and Services. Awarded Category 1	4/19/2017
Cox California Telcom, LLC	RFP No 2-1718, Telecomunications Services (VOICE)	6/28/2017
	Bid No. 1516-24 - Service to Collect, Recycle, and Dispose of	
CR&R	Solid Waste District Wide	5/25/2016
	Hawthorne School District Bid No. 13-14-1, Furniture and	
Culver-Newlin	Accessories	5/28/2014
	California Multiple Award Schedule (CMAS) Contract No. 4-	
	15-78-0013E for Fitness Equipment and Park and Playground	
Dave Bang Associates, Inc.	Equipment.	10/14/2015
Davy Architects	RFQ No. 4-1617 - Architectural Services	4/19/2017
	State of Minnesota, Department of Administration, National	
	Association of State Procurement Officials, and Western States	
	Contracting Alliance (WSCA) Contract No. MNWNC-108	
	awarded to Dell Marketing L.P, California Participating	
Dell Computer	Addendum, Computer Equipment, Peripherals, and Related	
(Dell Marketing LP)	Services.	10/28/2015
Dimension Data	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
	California Multiple Award Schedule (CMAS) Contract	
	Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for	
Digital Networks Group, Inc.	Informtion Technology Goods & Services	10/14/2015
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
	RFP No. 4-1718, Fresh Daily, Pre-baked Ready to Serve	0/13/2014
Dominos Pizza	Delivered Pizza Service	8/23/2017
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	0,20,2017
Downtown Ford Sales	Cars	8/17/2016
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	
Downtown Ford Sales	Trucks	3/23/2016
	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	
Downtown Ford Sales	Vans & SUVs	8/17/2016
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Elk Grove Auto Group	Cars	8/17/2016
Elle Crosse Auto Crosse	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	2/22/2015
Elk Grove Auto Group	Trucks	3/23/2016



	Dius/KFP-Qs/FiggyDack Dius	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	
Elk Grove Auto Group	Vans & SUVs	8/17/2016
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Elk Grove Ford	Cars	8/17/2016
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	
Elk Grove Ford	Trucks	3/23/2016
	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	
Elk Grove Ford	Vans & SUVs	8/17/2016
	State of California Multiple Award Schedule (CMAS) Nos. 3-	
	14-70-2486F and 3-15-70-2486E. #MNWNC-109 for	
EMC Corporation	Information Technology Goods and Services As Needed	3/22/2017
Frie Madines 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,	10/22/2014
Epic Machines, Inc.	Software Maintenance and Installation of Cisco Brand Products	10/22/2014
Extron Electronics	California Multiple Award Schedule (CMAS) Contract No. 3- 07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
	Cisco National Association of State Procurement Officers	
	(NASPO) ValuePoint Master Agreement No. AR615 for	2/22/2015
F-5 Networks, Inc	Information Technology Goods and Services as needed	3/22/2017
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	2/22/2016
Fred M. Boerner Motor Co.	Trucks	3/23/2016
En	State of California Contract #1-16-23-10 A-I, Fleet Vehicles Cars	9/17/2016
Freeway Toyota	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	8/17/2016
Freeway Toyota	Trucks	3/23/2016
Fleeway Toyota	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	5/25/2010
Freeway Toyota	Vans & SUVs	8/17/2016
Theeway Toyota	Bid No. 1415-17 Movement and Reconfiguration of	8/17/2010
GA Dominguez	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
	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage	117/2011
Gilbert & Stearns, Inc.	Systems Service	12/14/2016
	Bid No. 1718-03, Frozen, Refrigerated, Processed Commodity,	12, 1 , 2010
Gold Star Foods	Dry Food and Beverage Products and Services	6/28/2017
Golden Star Technology, Inc dba		
GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Grand Pacific Charter	Bid No. 1516-14 - Co-Curricular Bus Service	12/9/2014
Hatch and Cesario	RFQ 1-1516 - Legal Services (General)	9/9/2015

VENDOR	TITLE	CUSD BOARD APPROVAL DATE
	State of California Multiple Award Schedule (CMAS) Nos. 3- 14-70-2486F and 3-15-70-2486E. #MNWNC115 for	2/22/2017
Hewlett Packard Company HMC Architects	Information Techology Goods and Services As Needed RFP No. 4-1617 - Architectural Services	3/22/2017 4/19/2017
Hollandia Dairy Home Campus, Inc.	Bid No. 1617-19, Milk and Dairy Products Service Contract To Provide District Student Athletes And School Administrators The Ability to Communication with California Interscholastic Federation.	4/19/2017
Ideal Computer Services, Inc.	Server Lease and Support Agreement	5/24/2017
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
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 Newport-Mesa Unified School District Bid No. 114-15 Office	3/22/2017
Office Depot	& 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
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pinnacle Petroleum Inc.	Newport Mesa USD Bid No. 108-16: Fuel (Gasoline and Diesel)	10/26/2016



VENDOR	TITLE	CUSD BOARD APPROVAL DATE
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. Sofware and Services to Support Course Management and a Virtual Learning Environment	4/19/2017
2nd Gear/Insight Systems Exchange	Refurbished Computers State of California Contract #1-16-23-10 A-I, Fleet Vehicles	10/28/2015
Selma Nissan	Cars	8/17/2016
Selma Nissan	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Selma Nissan	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products State of California Multiple Award Schedule Contract Nos. 3- 15-70-2486F and 3-15-70-2486E, Minnesota WSCA-NASPO Master Agreement Nos. MNWNC-108, MNWNC-109, MNWNC-115, MNWNC-117, and MNNVP-133 and National Association of State Procurement Officers Valuepoint Master Agreement No. AR615 for Various Information Technology	2/11/2015
SIGMAnet, Inc	Goods and Services Awarded to Various Providers	3/22/2017
Southwest School Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies County of Orange Master Agreement No. MA-017-13011174,	2/24/2016
Sparkletts Spicers Paper, Inc.	Bottled Water Piggyback - Anaheim Union High School District Bid No. 2016- 09, Multipurpose Copy Paper	7/24/2013 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



	Dius/KFP-Qs/Figgyback Dius	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
VENDOR	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	DATE
Swift Superstore	Trucks	3/23/2016
Switt Supersione	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	5/25/2010
Swift Superstore	Vans & SUVs	8/17/2016
-		
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Val-Pro, Inc., dba Valley Fruit &	Bid No 1617-05, Fresh Produce (Fruits & Vegetables) Produces	
Produce Co.	and Services	9/28/2016
	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	
Vector Resources, Inc.	Technology Goods and Services	12/14/2016
	RFP No. 1-1718 - E-Rate Categories One - Data Transmission	
	Services and Internet Access and Two - Internal Connections	
Vector USA	Equipment and Services 2017-2018. Awarded Category 2	4/19/2017
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
	Los Angeles Unified School District Bid Contract No	
Waterline Technologies, Inc	4400003040 for Swimming Pool Chemicals	7/22/2015
	1516-08 Districtwide Roof Assessments & Preventative Roof	
Weatherproofing Technologies	Maintenance	9/9/2015
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Winner Chevrolet	Cars	8/17/2016
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	0,17,2010
Winner Chevrolet	Trucks	3/23/2016
	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	5/25/2010
Winner Chevrolet	Vans & SUVs	8/17/2016
WLC Architect	RFP No. 4-1617 - Architectural Services	
WEC Architect	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	4/19/2017
Wondries Fleet Group	Cars	8/17/2016
monumes meet oroup	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	0/1//2010
Wondries Fleet Group	Trucks	3/23/2016
wondries Freet Oroup	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	3/23/2010
Winner Chevrolet	Vans & SUVs	8/17/2016
	1617-07, Electrical, Fire Protection & Low Voltage Systems	
X-Act Technology Solutions Incorp	Service	12/14/2016

### VENDOR PAYMENTS OVER 250K AS OF 9/20/17

2017-18

Vendor Name	Total Dollar Amount
ASCIP	2,163,682.00
BENCHMARK EDUCATION COMPANY	558,486.67
CAPISTRANO CONNECTIONS ACADEMY	6,246,707.00
CAPISTRANO UNIFIED SCHOOL DIST	860,618.26
CDWG Inc	370,460.80
COLLEGE AND CAREER ADVANTAGE	1,607,000.00
COMMUNITY ROOTS ACADEMY	952,666.00
CORVEL ENTERPRISE COMP INC	559,579.24
HOUGHTON MIFFLIN CO	2,390,190.93
JOURNEY CHARTER SCHOOL	665,783.00
MCGRAW-HILL SCHOOL EDUCATION	1,543,030.87
MEBA C/O	11,610,504.05
OPPORTUNITY FOR LEARNING	722,700.19
ORANGE COUNTY ACADEMY OF	463,188.00
ORANGE COUNTY DEPT OF EDUC	1,787,754.99
OXFORD ACADEMY	1,198,996.00
PAUL C MILLER CONSTRUCTION CO	372,620.61
PDPLAY	843,500.00
PEARSON EDUCATION INC	627,949.69
R. JENSEN CO INC	313,711.32
SAN DIEGO GAS & ELECTRIC	1,955,345.72
SIGMANET	956,348.35
SOUTHERN CALIFORNIA EDISON	514,971.50
STRAUB CONSTRUCTION INC	1,542,847.50
XEROX CORPORATION	328,875.30



### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services Josh Readman, Supervisor, Purchasing
Date:	October 11, 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.

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### **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

# OCTOBER 11, 2017 BOARD MEETING DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

New Agreements

New Agreements						
TYPE	CONTRACT NO.	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1718090	General Fund	TargetSuccess, Incorporated	Provide annual subscription for classified support sketch teacher advanced profile report and teacher structured interview training	7-1-17 to 6-30-18	\$23,000.00
ICA	1718113	General Fund	Ocean Institute	Provide outdoor science program for District students	7-1-17 to 6-30-18	\$100,000.00
*MCA	1718120	Special Education	Seneca Family of Agencies	Provide in-home counseling and guidance services to District students and parent/guardian training	7-1-17 to 6-30-18	\$75,000.00
ICA	1718122	General Fund	Thousand Pines Outdoor Educators	Provide outdoor science program for District students	7-1-17 to 6-30-18	\$44,600.00
PSA	1718123	Special Education	Matthew Williams Enterprises, LLC	Provide braille transcription services for UEB and Nemeth codes for District visually impaired students	7-1-17 to 6-30-18	\$4,000.00
PSA	1718124	General Fund	Bowie, Arneson, Wiles, & Giannone	Provide legal services	7-1-17 to 6-30-18	\$150,000.00
PSA	1718125	Special Education	RBY5 Psychological dba Dr. Robin Morris	Provide independent educational evaluation for reading and phonological processing and related services for District students	7-1-17 to 6-30-18	\$4,000.00
PSA	1718126	General Fund	Public Economics, Incorporated	Provide special services and advice in financial, economic, facilities or administrative matters	7-1-17 to 6-30-18	\$15,000.00
ICA	1718127	General Fund	CampCo Recreation	Provide afterschool and PE programs for District students	7-1-17 to 6-30-18	\$140,000.00
PSA	1718128	Special Education	Brain Learning Psychological Corporation	Provide psycho-education, neuropsychological, educationally related mental health and functional behavioral assessments for District students	7-1-17 to 6-30-18	\$27,500.00
ICA	1718129	General Fund	Leverage Learning Group, Incorporated	Provide professional training and learning opportunities around data driven instructional leadership	7-1-17 to 6-30-18	\$66,000.00
ICA	1718130	General Fund	Mind Research Institute	Provide onsite professional development	7-1-17 to 6-30-18	\$2,500.00
PSA	1718131	Special Education	Synapse Advanced Audiology, Incorporated	Provide audiology and auditory processing services to District students	7-1-17 to 6-30-18	\$2,000.00
FSA	1718132	Deferred Maintenance and General Fund	SASCO	Provide equipment and installation of AXIS security cameras at Fred Newhart Middle School	8-28-17 to upon completion	\$27,584.00
FSA	1718133	General Fund	A.C. Landscape, Incorporated	Provide equipment and installation of an irrigation booster pump at Dana Hills High School	9-6-2017 to upon completion	\$26,915.53
ICA	1718134	Gift Funds and Title I	Mary Bestgen	Provide MIND music keyboard services	7-1-17 to 6-30-18	\$16,000.00
PSA	1718136	Special Education	Stepping Stone Therapy, Incorporated	Provide speech language assessments for District students	7-1-17 to 6-30-18	\$9,000.00
ICA	1718137	General Fund	The Alarm and Sprinkler Company, Incorporated	Provide fire alarm inspections, repairs and certifications	7-1-17 to 6-30-18	\$80,000.00
PSA	1718138	Special Education	Invo Healthcare Associates LLC	Provide substitute staff for speech services	7-1-17 to 6-30-18	\$10,000.00
PSA	1718139	Special Education	Scott Larson	Provide psycho-educational/neuropsychological assessments for District students	7-1-17 to 6-30-18	\$10,000.00

OCTOBER 11, 2017 BOARD MEETING	DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,	FIELD SERVICE AND MASTER CONTRACT AGREEMENTS
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New Agreements	ments					
	CONTRACT				CONTRACT	ESTIMATED
TYPE	NO.	FUNDING SOURCE	VENDOR	SERVICES	TERM	EXPENDITURES
				Provide materials and installation of Centiva LVT flooring and		
		General Fund &		provide material and labor to primer, paint, and patch existing		
		College Career		walls, overhead beams and trim around windows at Shorecliffs	7-1-17 to upon	
FSA	1718140	Advantage	KYA Services LLC	Middle School Room 203 & storage	completion	\$34,280.94
				Provide legal advice, including Public Contract Code		
PSA	1718141	General Fund	Fagen Friedman & Fulfrost LLP	interpretation	9-1-17 to 6-30-18	\$15,000.00
					Total	\$882,380.47

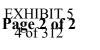
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CT NO	CONTRACT NO. FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	EXPENDITURES
1516204	Developer Fees	P2S Engineering, Incorporated	Provide commissioning services proposal for Esencia K-8	Extend term of contract through 9/30/2018	\$0.00
1516210	Developer Fees	P2S Engineering, Incorporated	Provide commissioning services proposal for San Clemente High Building 800 addition	Extend term of contract through 10/31/2017	00.0\$
1718020	Special Education	Portview Preparatory, Incorporated	Provide general education programs and special education instruction	Add additional services to include transportation and classroom aide	\$0.00
1718022	Special Education	Spectrum Center-Rossier Park Senior High School	Spectrum Center-Rossier Park Senior High Provide general education programs and special education School	Amend rates in accordance with OCDE approval	\$0.00
1718023	Special Education	Spectrum Center-Rossier Park School (Elementary)	Provide general education programs and special education instruction	Amend rates in accordance with OCDE approval	00.02
1718026	Special Education	Speech and Language Development Center	Provide general education programs and special education instruction	Amend rates in accordance with OCDE approval	\$0.00
1718036	Special Education	Bellefaire JCB	Provide general education programs and special education instruction, residential board and care	Remove mental health services from rate sheet	\$0.00

PSA - Professional Services Agreement
 \*MCA - Master Contract Agreement
 FsA - Field Service Agreement
 FsA - Professional 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.

\$0.00

Total





### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement</u>") is effective as of **October 12, 2017** ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, Cali<u>fornia</u> 92675 ("District") and the contracto<u>r listed be</u>low ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### TARGETSUCCESS, 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$23,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. 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**

By:

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

Board Approval Date: October 11, 2017

Signature:	
Name:	
Title:	
Address:	
Email Address:	
FEIN:	



### 2017 – 2018 Proposal for services for the Capistrano Unified School District

- 1. Re-certify administrators already certified in the Ventures for Excellence Teacher interview with the TargetSuccess Teacher Interview. No charge.
- 2. Train an as-yet-to-be-determined number of district personnel in the TargetSuccess Teacher Interview and certification at rate of \$950 per each participant.
- 3. Continue to provide Teacher and Classified Support Sketch at existing ADA-dependent rates.

Pete Pillsbury

President, TargetSuccess, Inc.

	July 7, 2017
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July 7, 2017



### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of October 12, 2017 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

### **OCEAN INSTITUTE**

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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$100,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. 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.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### **Capistrano Unified School District**

By:

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

Board Approval Date: October 11, 2017

Signature:	
Name:	
Title:	
Address:	
Email Address:	
FEIN:	



Program	Price / Participants
"A House for Hermit Crab" Lab	\$430 for up to 45 participants
"Big AI" Goes to Sea	\$940 for up to 45 participants
"Big AI" in the Lab	\$430 for up to 45 participants
Advanced Floating Lab	\$1,500 for up to 45 participants
Advanced Life in the Abyss Overnight	\$2,900 for up to 45 participants
Advanced Living Systems Cruise	\$940 for up to 45 participants
Advanced Living Systems Lab	\$770 for up to 45 participants
Advanced Living Systems Lab/Cruise	\$1,700 for up to 45 participants
Catalina Island Ecology Safari One Day Program	\$3,950 for up to 45 participants
Catalina Island Ecology Safari Two Day Program	\$6,150 for up to 45 participants
Earth Science Field Program	\$770 for up to 45 participants
Earth's Changing Climate Lab/Cruise	\$1,700 for up to 45 participants
Human Impact on Coastal Ecosystems Lab/Cruise	\$1,700 for up to 45 participants
Junior Scientific LiteraSEA	\$770 for up to 45 participants
Life in the Abyss Overnight	\$2,900 for up to 45 participants
Living Systems Cruise	\$940 for up to 45 participants
Living Systems Lab	\$770 for up to 45 participants
Living Systems Lab/Cruise	\$1,700 for up to 45 participants
Marine Mammal Cruise	\$940 for up to 45 participants
Marine Mammal Lab	\$430 for up to 45 participants
ROV Distance Learning Program	\$2,900 plus materials and classroom visitation fees for up to 45 participants
Sea Floor Explorer Overnight	\$2,900 for up to 45 participants
Sea Floor Explorer Lab/Cruise	\$1,700 for up to 45 participants
Tidepool Exploration in the Dana Point Marine Conservation Area	\$770 for up to 45 participants
Undersea ABCs Lab	\$210 for up to 45 participants
Watershed Lab/Cruise	\$1,700 for up to 45 participants
Watershed Science Overnight	\$2,900 for up to 45 participants
Weather & Water Program	\$770 for up to 45 participants

Prices are subject to Blange without notice, until receipt of a signed contract.

OUTDOOR EDUCATION

Program	Price / Participants
A Day in the Chaparral: Leadership Institute	\$46/student; \$21/chaperone for 60 to 120 participants
By the Great Horn Spoon	\$176/student; \$91/chaperone for 35 to 120 participants
California Time Capsule Day with Mission Tour	\$60/student; \$30/chaperone for 35 to 120 participants
California Time Capsule Day without Mission Tour	\$51/student; \$30/chaperone for 35 to 120 participants
California Time Capsule Overnight	\$160/student; \$90/chaperone for 35 to 120 participants
Chaparral to Ocean Science School Two Day Program	\$160/student; \$90/chaperone for 60 to 120 participants
Chaparral to Ocean Science School Three Day Program	\$242/student; \$128/chaperone for 60 to 120 participants

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	Program	Price / Participants
	Before the Mast Overnight	\$2,990 for up to 45 participants
	Catalina Odyssey: A Voyage of Discovery	\$2,900 per day for up to 30 participants
-	Revolutionary Voyage Overnight	\$2,990 for up to 45 participants
	Revolutionary Voyage Day Program	\$1,420 for up to 45 participants \$650 for 10 add'I participants
-	'Round the Horn	\$1,420 for up to 45 participants \$650 for 10 add'I participants
	Gold Digger's Express!	\$1,420 for up to 45 participants \$650 for 10 add'I participants
-	Helm's Alee! Extension	\$990 for up to 45 participants
	It's a Sailor's Life	\$1,025 for up to 45 participants
-	It's a Sailor's Life and Helm's Alee! Combination	\$1,990 for up to 45 participants
NEWI	Patriot, Pirates, and Privateers	\$1,420 for up to 45 participants
	Pilgrim Tour	\$10 per person for 20 to 45 participants



Program	Price / Participants
If a Dolphin Were a Fish Visiting Classroom	\$470 per site visit
Invertebrate Investigation	\$470 per site visit
Safari into the Intertidal Zone Visiting Classroom	\$470 per site visit
Smiley the Shark Visiting Classroom	\$470 per site visit
Special Needs Visiting Classroom	\$470 per site visit
Turtle Tracks Visiting Classroom	\$470 per site visit
Visiting Mate	\$470 per site visit
Welcome to our Watershed Visiting Classroom	\$470 per site visit
Your Shell is Swell Visiting Classroom	\$470 per site visit

Prices are suEXeHIBITInfange without notice, until receipt of a signed contract.



#### 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")

#### SENECA FAMILY OF AGENCIES

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 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.

**X** Master Contract **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.

"DISTF	RICT"	"CONTRACTOR"
By:	Capistrano Unified School District	Ву:
Name:	Lynh N. Rust	Name:
Title: Executive Director, Contracts &		Title:
	Purchasing	Email address
Board Approval Date: October 11, 2017		FEIN/SSN

#### **EXHIBIT A: RATES**

(NONPUBLIC SCHOOL OR AGENCY)         (CONTRACT YEAR)           Per CDE Certification, total enrollment may not exceed         If bink, the number shall be as determine by CDE Certification.           Rate Schedule. This rate schedule limits the number of LEA 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 offered by CONTRACTOR, and the charges for such educational and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services offered by CONTRACTOR and the charges for such educational and/or related services offered by CONTRACTOR.           Payment under this contract may not exceed	CON	TRACTOR	Seneca Family Agencies	of	<u>CON'</u> 1A-07	<u>TRACTOR N</u> 7-082	NUMBER			2017-2018
CDE Certification.         CDE Certification.         Rate Schedule. This rate schedule in 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       Day         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	( <u>NO</u> ]	NPUBLIC SCHOO	0						(CC	ONTRACT YEAR)
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 Mate Period A. Basic Education Program/Special Education Instruction Basic Education Program/Special Education Instruction 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. Integrated Service - Wraparound 3-9 months b. Integrated Service - Wraparound Transitions Phase 30-120 days 33.00.00 Month b. Integrated Service - Wraparound Transitions Phase 30-120 days (3) a. Adapted Physical Education – Individual b. Adapted Physical Education – Group of c. Adapted Physical Education – Group of 1 (4) a. Language and Speech Therapy – Individual b. Language and Speech Therapy – Oroup of 3 d. Language and Speech Therapy – Oroup of 3 d. Language and Speech Therapy – Per diem e. Language and Speech Therapy – Per diem c. Additional Instructional Assistant – Group of 2 c. Occupational Therapy – Group of 2 c. Occupational Therapy – Group of 2 c. Occupational Therapy – Group of 3 d. Cocupational Therapy – Group of 4 d. Cocupational Therapy – Group of 4 d. Cocupational Therapy – Group of 3 d. Occupational Therapy – Group of 4 d. Decupati	Per (	CDE Certification,	total enrollment may r	not exc	ceed					e as determine by
Total LEA enrollment may not exceed	amount Special	of the contract. It education and/or re-	may also limit the max elated services offered	timum by CO	numb NTRA	er of studer ACTOR, and	nts that car	n be pr	ovided s	specific services.
A. Basic Education Program/Special Education Instruction										-
Basic Education Program/Dual Enrollment							Rate	_		
B. <u>Related Services</u>		-	-	<u>istruct</u>	<u>10n</u>			_	Day	
(1)       a. Transportation – Round Trip         b. Transportation – Dual Enrollment         d. Public Transportation         e. Parent*         (2)       a. Integrated Service - Wraparound 3-9 months         b. Integrated Service - Wraparound Transitions Phase 30-120 days         (3)       a. Adapted Physical Education – Individual         b. Adapted Physical Education – Group of	Per dier	m rates for LEA stud	lents whose IEPs author	rize les	s than	a full instru	uctional day	y may	be adjus	sted proportionally.
(1)       a. Transportation – Round Trip         b. Transportation – One Way	B. Rel	ated Services								
c. Transportation – Dual Enrollment			n – Round Trip							
d. Public Transportation		b. Transportation	n – One Way							
e. Parent**       Month         (2)       a. Integrated Service - Wraparound 3-9 months       \$5,000.00         b. Integrated Service - Wraparound Transitions Phase 30-120 days       \$3,500.00         (3)       a. Adapted Physical Education - Group of		c. Transportation	n – Dual Enrollment							
(2)       a. Integrated Service - Wraparound 3-9 months       \$5,000.00       Month         b. Integrated Service - Wraparound Transitions Phase 30-120 days       \$3,500.00       Month         (3)       a. Adapted Physical Education - Individual		d. Public Transp	ortation							
b. Integrated Service - Wraparound Transitions Phase 30-120 days       \$3,500.00       Month         (3)       a. Adapted Physical Education - Group of		e. Parent*								
(3)       a. Adapted Physical Education – Individual	(2)	-	-							Month
b. Adapted Physical Education – Group of		b. Integrated Serv	vice - Wraparound Trar	nsitions	s Phas	e 30-120 da	lys	\$3,5	00.00	Month
c. Adapted Physical Education – Group of	(3)	a. Adapted Phys	ical Education – Individ	lual						
(4)       a. Language and Speech Therapy – Individual         b. Language and Speech Therapy – Group of 2		b. Adapted Phys	ical Education – Group	of						
b. Language and Speech Therapy – Group of 2		c. Adapted Phys	ical Education – Group	of						
c. Language and Speech Therapy – Group of 3	(4)	a. Language and	Speech Therapy - Indiv	vidual						
d. Language and Speech Therapy – Per diem		b. Language and	Speech Therapy – Grou	up of 2	2					
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. Language and	Speech Therapy - Grou	up of 3						
(5)       a. Additional Classroom Aide – Individual (must be authorized on IEP)         b. Additional Instructional Assistant – Group of 2		d. Language and	Speech Therapy - Per	diem						
b. Additional Instructional Assistant – Group of 2		e. Language and	Speech-Consultation	Rate						
<ul> <li>c. Additional Instructional Assistant – Group of 3</li> <li>(6) Intensive Special Education Instruction**</li> <li>(7) a. Occupational Therapy – Individual</li> <li>b. Occupational Therapy – Group of 2</li> <li>c. Occupational Therapy – Group of 3</li> <li>d. Occupational Therapy – Group of 4 - 7</li> <li>e. Occupational Therapy – Consultation Rate</li> <li>(8) Physical Therapy</li> <li>(9) a. Behavior Intervention</li> <li>b. Behavior Intervention – Supervision</li> <li>Provided by:</li></ul>	(5)	a. Additional Cla	assroom Aide – Individu	ual (mi	ust be aut	thorized on IEP)				
(6)       Intensive Special Education Instruction**         (7)       a. Occupational Therapy – Individual         b. Occupational Therapy – Group of 2		b. Additional Ins	tructional Assistant – C	Group	of 2					
<ul> <li>a. Occupational Therapy – Individual</li> <li>b. Occupational Therapy – Group of 2</li> <li>c. Occupational Therapy – Group of 3</li> <li>d. Occupational Therapy – Group of 4 - 7</li> <li>e. Occupational Therapy – Consultation Rate</li> <li>(8) Physical Therapy</li> <li>(9) a. Behavior Intervention</li> <li>b. Behavior Intervention – Supervision</li> <li>Provided by:</li> <li>(10) Nursing Services</li> <li>(12) Residential Board and Care</li> <li>(13) Residential Mental Health Services</li> </ul>				-	of 3					
<ul> <li>b. Occupational Therapy – Group of 2</li> <li>c. Occupational Therapy – Group of 3</li> <li>d. Occupational Therapy – Group of 4 - 7</li> <li>e. Occupational Therapy – Consultation Rate</li> <li>(8) Physical Therapy</li> <li>(9) a. Behavior Intervention</li> <li>b. Behavior Intervention – Supervision</li> <li>Provided by:</li></ul>	(6)	•		*						
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<ul> <li>(8) Physical Therapy</li> <li>(9) a. Behavior Intervention</li> <li>b. Behavior Intervention – Supervision</li> <li>Provided by:</li></ul>		•								
(9)       a. Behavior Intervention         b. Behavior Intervention – Supervision         Provided by:         (10)         Nursing Services         (12)         Residential Board and Care         (13)         Residential Mental Health Services		•	<b>.</b> •	Rate						
b. Behavior Intervention – Supervision										
Provided by:	(9)									
(10)       Nursing Services         (12)       Residential Board and Care         (13)       Residential Mental Health Services			-							
(12)       Residential Board and Care         (13)       Residential Mental Health Services	(1.0)	•								
(13) Residential Mental Health Services	• •	-								
	• •			EA						

\*\*By credentialed Special Education Teacher.

EXHIBIT 5 11 of 312 Page 2 of 8

IEP Codes			(535) Behavior Intervention Services
Rates Inclusive of travel time, documentation time and assessment gathering.	MA Level Staff \$150/hour BI Staff \$85/hour	<b>\$150</b> /hour	Clinician \$150/ hour BI \$85/ hour
Intervention Process	FBAs begin with a records review, after which the assessor interviews parent/caregivers, staff, and the student, if possible. Descriptive analysis data is taken across settings, and the assessor conducts an analog assessment probing functions of behavior. BIPs outline specific behaviors, hypotheses, prevention strategies, replacement skills, consequences and long term action plans. The implementation of BIPs are ongoing and informed though consistent data-driven progress monitoring.	The clinician begins by observing, assessing and interviewing the student, family, and members of school personnel in the school environment. All historical documents are reviewed, and the clinician engages in professional observations to inform all interventions and modification decisions.	Services include assessment, goal setting, program design, implementation and evaluation. A variety of strategies fall under the Behavioral Intervention discipline umbrella, and specific practices are selected to increase, maintain, or decrease behaviors and skills based on the individual needs of the student.
Provider Qualifications	<ul> <li>MA level staff with experience and expertise in assessment, behavior management, and evaluation.</li> <li>BI Qualified Staff:</li> <li>BA level coach with appropriate supervision</li> </ul>	<ul> <li>LCSW or ASW with LCSW co- signature</li> <li>LMFT or MFTi with LMFT co- signature</li> <li>PPSC (with school counseling or school psychology authorization)</li> </ul>	<ul> <li>Clinical Staff:</li> <li>LCSW or ASW with LCSW co-signature</li> <li>LMFT or MFTi with LMFT co-signature</li> <li>BI Qualified Staff:</li> <li>BA level coach with appropriate supervision</li> </ul>
Length of Intervention	<b>60</b> Days	<b>60</b> Days	<b>3-6</b> Months
Description	FBA's are used to address student behavior, hypothesize functions of specific behaviors, and help teams select appropriate interventions. BIPs outline strategies to achieve behavior change, providing an individualized plan to successfully reach goals.	This educationally-related assessment provides a comprehensive and thorough understanding of a student's social-emotional needs. Mental Health Assessments outline strategies to support student functioning in the school environment, with recommendations provided to increase access to education.	RVENTION Behavior Intervention includes data-driven implementation of behavioral and learning theory with the intention to increase or decrease specific behaviors over time.
Assessment	FUNCTIONAL BEHAVIOR ASSESSMENT (FBA) & & BEHAVIOR INTERVENTION PLAN (BIP)	Mental Health Assessment	BEHAVIORAL INTERVENTION
		HIBIT 5 2 of 312 <b>ge 3 of 8</b>	131 of 935

**ASSESSMENT AND TREATMENT PLANNING SERVICES** 

IEP Services and Codes	<ul> <li>Sample configuration below – specific service minutes and combinations to be determined by IEP teams.</li> <li>Sample Service Recommendation</li> <li>(510) Individual</li> <li>(510) Individual</li> <li>(510) Individual</li> <li>(510) Individual</li> <li>(510) Individual</li> <li>(520) Parent Counseling:</li> <li>60-120 min/week</li> <li>Parent Partner Support:</li> <li>60-120 min/week</li> <li>Parent Partner Support:</li> <li>180-900+ min/week</li> <li>(525) Behavior Intervention:</li> <li>180-900+ min/week</li> <li>(525) Social Work Services:</li> <li>90-120 min/week, consultation with family,</li> </ul>	school and related service providers Sample Accommodations/ Modifications • Monthly (minimum) team meeting and consultation • Crisis Response • Access to 24/7 Crisis Response Consultation Hotline (select counties)
Rates	5,000 (8 + hours of direct care services, travel time, documentation time assessment) gathering.	
Intervention Process	Wraparound provides intensive, individualized services for students and families to increase access to education and diminish existing barriers. Intervention occurs in the school, community, and home and parent involvement, case management, and coordination of services are maximized for prolonged success. Wraparound is implemented by a Master's level clinician, responsible for driving the coordination of services, and a Bachelor's level staff, responsible for implementing direct intervention.	
Provider Qualifications	Wraparound teams include: • LCSW or ASW with LCSW co- signature • LMFT or MFTi with LMFT co-signature • BA level coach with appropriate supervision • Mental Health Resource Specialist (MHRS) with appropriate supervision	
Length of Intervention	3-9 months	
Description	Wraparound is an intensive service model aimed at preventing higher level placements and/or facilitating a step-down transition to a lower level of care, including movement between educational settings. Wraparound teams target the needs of students and families, connecting them to their communities and school teams. The development of these connections amplify a family's resources to sustain progress and stability long after the culmination of services.	TABLE DI UNCONDITIONAL CARE FAMILY OF AGENCIES I UNCONDITIONAL CARE
Service Clusters	EXHIBIT 5 13 of 312 Page 4 of 8	132 of 935

INTEGRATED SERVICE CLUSTERS

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IEP Services and Codes	Sample configurations below – specific service minutes and combinations to be determined by IEP teams. <b>Transition Phase: Sample</b> <b>Services</b> • <b>(510)</b> Individual Counseling: 60 min/week • <b>(520)</b> Parent Counseling: 120 min/month • Parent Partner 60 min/week • <b>(525)</b> Social Work Services: 60 min/month, consultation with family, school and related service providers	<ul> <li>(525) Behavior Intervention: 60-120 min/week</li> <li>Sample Accommodations/ Modifications</li> <li>Monthly (minimum) team meeting and consultation meeting and consultation</li> <li>Crisis Response</li> <li>Access to 24/7 Crisis Response Consultation Hotline (select counties)</li> </ul>
Rates	<b>3,500</b> (6 hours of direct care services, travel time, documentation time and assessment) gathering.	
Intervention Process	Wraparound provides intensive, individualized services for students and families to increase access to education and diminish existing barriers. Intervention occurs in the school, community, and home and parent involvement, case management, and coordination of services are maximized for prolonged success. Wraparound is implemented by a Master's level clinician, responsible for driving the coordination of services, and a Bachelor's level staff, responsible for implementing direct intervention.	
Provider Qualifications	<ul> <li>Wraparound teams include:</li> <li>LCSW or ASW with LCSW with LCSW co-signature</li> <li>LMFT or MFTi with LMFT co-signature</li> <li>BA level coach with appropriate supervision</li> <li>Mental Health Resource Specialist (MHRS) with appropriate supervision</li> </ul>	
Length of Intervention	30-120 dαys	
Description	Wraparound is an intensive service model aimed at preventing higher level placements and/or facilitating a step-down transition to a lower level of care, including movement between educational settings. Wraparound teams target the needs of students and families, connecting them to their communities and school teams. The development of these connections amplify a family's resources to sustain progress and stability long after the culmination of services.	
Service Clusters	EXHIBIT 5 Page 5 of 8	133 of 935

# INTEGRATED SERVICE CLUSTERS

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IEP Services and Codes	(535) Behavior Intervention Services (BI)	(535) Behavior Intervention Services
Rates Inclusive of travel time, documentation time and assessment	\$85/ hour	Clinician \$150/hour Behavioral Intervention Coach/MHRS \$85/ hour \$85/ hour
Intervention Process	Behavior Intervention Implementation (BII) is provided in the classroom, in collaboration with school personnel, to comprehensively meet the behavioral needs of a student, and to promote prosocial growth and achievement. The service is frequently paired with Behavioral Consultation to ensure comprehensive plan development throughout the intervention process.	STS begins with simultaneous student assessment and Behavior Intervention Design and Planning (BID) to inform Behavior Intervention Implementation (BII) strategies. As short term stabilization goals are met, the team assesses the need for continued support, and may recommend classroom behavior intervention increase to maintain and promote continued progress. As growth is sustained, the Master's level clinician may oversee Bachelor's level staff to continue direct service.
Provider Qualifications	<ul> <li>BI Qualified Staff:</li> <li>BA level staff with supervision of BID qualified personnel</li> </ul>	<ul> <li>Teams can include:</li> <li>LCSW or ASW with LCSW co-signature</li> <li>LMFT or MFTi with LMFT co-signature</li> <li>BA level coach with appropriate supervision</li> <li>Mental Health Resource Specialist (MHRS) with appropriate supervision</li> </ul>
Length of Intervention	Academic Year	Up to <b>90</b> Days
Description	Classroom behavioral intervention is the systematic implementation of individual behavior plans, classroom- wide behavior management systems, and general behavior support as provided in one-to- one and in group settings.	This preliminary student-stabilization service occurs within the first ninety days of engagement. An experienced staff oversees development and planning in tandem with targeted direct service to promote behavior change and school-wide success.
Service Clusters	CLASSROOM NTERVENTION EXHIBIT 2	SHORT TERM STABILIZATION (STS) (STS)
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INTEGRATED SERVICE CLUSTERS

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IEP Services and Codes	<b>(510)</b> Individual Counseling	<b>(515)</b> Counseling and Guidance	<b>(515)</b> Counseling and Guidance
Rates Inclusive of travel documentation time and assessment gathering.	<b>\$150</b> /hour	<b>\$150</b> /hour	Clinician \$150/hour Behavioral Intervention Coach/ MHRS \$85/ hour
Intervention Process	Counseling services are provided to students in tandem with consultative services offered to parents, peers, and school personnel. While modalities vary based on individual need, therapy-based intervention may be provided to address social and emotional goals. Services include planning and implementation of psychological counseling, as well as developing positive behavior intervention strategies.	Qualified providers implement personal counseling targeting social and personal responsibility, educational counseling focusing on immediate and long-range goals, career counseling to determine aptitude, interests, and provide linkage. Specific programs include social skills development, self- esteem building, parent training, and assistance to special education students.	Social Skills groups target social growth, strengthen relationship building, and address students' social, emotional, and behavioral needs with peers, teachers, and family. Service is provided in a group setting to encourage positive social relationships, increase coping skills, target adaptive skills, and to recognize and manage emotions.
Provider Qualifications	<ul> <li>LMFT, or MFTI under supervision</li> <li>LCSW, or ASW under supervision</li> </ul>	<ul> <li>LMFT, or MFTI under supervision</li> <li>LCSW, or ASW under supervision</li> </ul>	<ul> <li>LMFT, or MFTi under supervision</li> <li>LCSW, or ASW under supervision</li> <li>BA level coach with appropriate supervision</li> <li>Mental Health Resource Specialist (MHRS) with appropriate supervision</li> </ul>
Length of Intervention	Ongoing, as needed	Ongoing, as needed	Ongoing, as needed
Description	Qualified clinicians provide assessment, counseling, individual therapy, consultation, and case management to students in the school and home to address educational, learning, and personal goals.	Counseling and Guidance includes personal counseling, educational counseling, career counseling, and caregiver or school team consultation. Implementation occurs in individual or group settings, as needed.	Social Clinicians facilitate groups skills focusing on social and emotional learning strategies targeting self-awareness, selfmanagement and reflection. Goals may include communication, problem solving, decision making, selfregulation and peer relationships.
Service Clusters	INDIVIDUAL COUNSELING	ONDANCE AND EXHIBIT 5	Social Skills Group
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INDIVIDUALIZED STUDENT SERVICE

	Service Clusters	Description	Length of Intervention	Provider Qualifications	Intervention Process	Rates Inclusive of travel time, documentation time and assessment gathering.	IEP Services and Codes
	Parent Counseling and Training	Clinicians provide assessment, individual therapy, training, and case management for students and families in schools and homes, with consultation offered to school personnel as needed.	Ongoing, as needed	<ul> <li>Licensed MFT or MFTi under supervision</li> <li>LCSW, or ASW under supervision</li> <li>PPSC (with school counseling or school psychology authorization)</li> <li>BA level coach with appropriate supervision</li> <li>Mental Health Resource Specialist (MHRS) with</li> </ul>	Families are offered counseling and training to address specific social and emotional needs associated with student achievement. Therapeutic sessions and modalities vary based on specific student and/or family needs, and are provided to assist caregivers in acquiring the skills necessary to support student success.	Clinician \$150/hour Behavioral Intervention Coach/MHRS \$85/ hour	<b>(520)</b> Parent Counseling
	CASE MANAGEMENT/ SOCIAL WORK SERVICES	Case management services widen a family's net of resources, coordinate communication among existing providers, and provide linkage to additional services, as needed.	Ongoing, as needed	<ul> <li>LCSW, ASW under supervision</li> <li>LMFT, MFTi under supervision</li> <li>PPSC (with school counseling or school psychology authorization)</li> </ul>	Services focus on consultation and planning and may include counseling, collaborative goal setting, coordination with other providers, and the mobilization of school and community resources to maximize learning.	<b>\$150</b> /hour	<b>(525)</b> Social Work Services
BEH	BEHAVIOR CONSULTATION	Behavior consultation promotes positive, school- based behavior in both one- to-one and group settings. Services are data-driven and grounded in behavioral and educational theory with the goal to systematically reduce challenging behaviors.	Ongoing, as needed	<ul> <li>BID Qualified Staff:</li> <li>MA level clinician</li> <li>LCSW, ASW under supervision</li> <li>LMFT, MFTi under supervision</li> <li>PPSC (with school counseling or school psychology authorization)</li> </ul>	Behavior Intervention Design and Planning (BID) includes environmental modifications, reinforcement strategies, and behavioral, social, and emotional skill building. Behavior Consultation may warrant a Functional Behavior Assessment (FBA) and/or Behavior Intervention Plan (BIP).	<b>\$150</b> /hour	<b>(535)</b> Behavior Intervention Services (BID)
		FAMILY OF AGENCIES   UNCONDITIONAL CARE			bill can be paired with Classroom Behavioral Intervention to ensure ongoing implementation of a student's BIP.		

**INDIVIDUALIZED STUDENT SERVICE** 

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#### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of October 12, 2017 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

#### **THOUSAND PINES OUTDOOR EDUCATORS**

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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$44,600.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. 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**

By:

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

Board Approval Date: October 11, 2017

Signature:	
Name:	
Title:	
Address:	
Email Address:	
FEIN:	



Event Invoice for Marian Bergeson Elementary

Thousand Pines Ouldoor Science School			
P.O. Box 3288			
Crestline, CA. 92325			
Invoice Name: TPOE Marian Bergeson 10/3-6/17 Invoice Number: TPOE-0002820			
Event Start Date: Tuesday, October 3, 2017 Event End Date: Friday, October 6, 2017		Custome	r name: Marian Bergeson Elementary
Contract			Billing Address: 25302 Rancho Niguel Laguna Niguel, CA
the man is a set of the second second second set of the second seco	intract Min 4,440.00	Deposit Due \$2,444.00	92677
Products			
Product	n Actual Quantity	Unit Price	Actual Price
Other On Site N	urse 1.0	\$300.00	\$300.0
4 Day TPOE Program	110.0	\$235.00	\$25850.00
Teacher/Aide	4.0	\$90.00	\$360.0
CampDoc Fee - Reduced	114.0	\$2.50 Total Act	\$285.0 ual Amount: \$26,495.00
Adjustments			
Description		Disco	int
Pay On Time Discounl (3%)		\$786.	30
Free Teacher Registration (3)	nage men men station men men station and an and the state of the	\$261.	the second second second of the second s
			Discount: \$1,048.20 Net Amount: \$25,446.80
Payment Information			
Payment Name/Code Date of Payment Ch	neck Reference number	Payment Methods	Amount Received
PMT-02876 5/30/2017 11	43	Check	\$2,444.00
		Te	otal Received: \$2,444.00
		Remail	ning Balance \$23,002.80
		Remaining	Balance Due 9/19/2017

Copyright TM Camping.



Marlan Borgeson Elementary 25302 Rancho Niguel Laguna Niguel, CA 92877

August 4, 2017 Original Attendence Dates 10/3/2017 - 10/6/2017

We, Marian Bergeson Elementary do agree to use Thousand Pines Outdoor Educators, LLC at the facilities of Thousand Pines Conference Center from 10/3/2017 to 10/6/2017, and agree to the following:

Inillals

#### A. ATTENDANCE

We guarantee a minimum total number of 104 students in full lime atlendance, with a maximum attendance of 115 students, and an ostimated actual attendance of 110. Any number of students above the guaranteed number will be accommodated based on availability. We will notify Thousand Pines Outdoor Educators, LLC of the actual number of students (# of boys and # of girls) to attend at loast two weeks before arrival.



# **B. FEES**

Each student will be charged at the rate of \$235,00 for the above dates. Registration fees for early departures, are non-refundable.

- This rate will include:
  - 3 nights lodging, arriving at 10:00 AM and departing at 11:00 AM
  - 9 meals, starting with Tuesday Lunch and unding after Friday Breaklast.
  - We will do our best to ensure the following ratio: A qualified program instructor to founcen students to guido students through our program elements.

We agree to pay a minimum guarantee of \$24,440.00 for a minimum of 104 (ull-time guests. A non-refundable deposit of \$2,444.00 (10% of estimated student registration less) is due one month from the contract issue date, along with the signed contract. Dates will not be contined/secured until both the contract and deposit are received. You will receive a final invoice reflecting your balance two weeks prior to your arrival. All fees are due and payable before leaving camp. Any additional fees accrued due to increase in attendence, damages, etc. will be charged on nn additional invoice submitted to the school upon departure.

Thousand Plaus Outdoor School regulates every person allending a reliced to complete an online registration, medical history, and activity release form. This will be the only registration form accepted by Thousand Pinos Outdoor School. There is a charge associated with the online registration process, which will be billed to Marian Bergeson Elementary, and added to the final Invoice.



#### C. CANCELLATION & REBOOKING

Should your School/District cancel its reservation 100 days (6 months) in advance, all montes but the deposit amount with be refunded. Fewer than 180 days (6 months), the School/District is obligated to meet the full financial requiroments of this contract. Should the School/District desire to change its reservation dates, It is school shull be assessed no additional fees or penalities if it contracts for a date within the same fiscal year. It he re-booking date fails in the subsequent fiscal year, the full, contracted fees due shall he paid by the end of the originally contracted fiscal year. The Schood/District may decrease its guaranteed minimum by no more than 20% without restrictions until 90 days balore the program date. If the school needs to decrease its guaranteed numbers and their boginning fiscal year is within the 90 day (3 month) period of their program date. Use school has 30 days from the beginning of schools fiscal year to decrease its numbers by 20% without penalty. Requests to increase student registration will be based upon availability and is subject to approval by Thousand Pines Outdoor Educators. In the event that a reservation is canceled by Thousand Pines Outdoor Schools due to uncontrollable acts of nature, notifier the School/District nor Thousanki Pines Outdoor Educators will be their responsible or penalized in any way. All monies except the deposit will be refunded to the School/District. The non-refundable School/District deposit will be applied to a rebooking.



#### D. HOLD HARMLESS

The School and/or District shall hold harmloss, dolers) and Indennity Thousand Plnes Outdoor Educators, its ollicors, agents and employees from any and all claims for damages resulting from the acts or omissions of the School District. Its officers, agents, employees and pupils with the respect to the Theorem Prices Outdoor Science School Program. Thousand Plnes Outdoor Educators shall hold harmless, defend, and indemnily the School/District, its officers, agents, and employees from any and all claims for damages resulting from the acts or omissions of Thousand Pines Outdoor Educators, its officers, agents, and with respect to the Thousand Pines Outdoor Program. Thousand Pines has performed background checks and lingerprinting of their staff members.



Initials

We agree to comply with the following Thousand Pines Outdoor School's policios:

- The Scheel shall provide, two weeks prior to arrival, the School Arrival Details, Cable Grouping Formand Student Care Worksheet. We also request all 1.
- schools to submit an Endorsod Ltability Insurance certificate maning Thousand Pines Outdoor Educators as an additional insured. The School shall administrate the online registration, medical history, and activity release form provided by Thousand Pines Outdoor School to be completed by each person attending the camp before the arrival date 2,
- All medications (prescription and non-prescription) shall be collected by the School from the students and submitted to the Thousand Plnes Health З.
- Prior to students boarding buses or travel vohicles, all students need to have their temperature checked. Any student whose temperature is 100 or above will need to stay at action) until temperature is normaliand all symptoms of illness are gone. 4.
- The Scheel/District shall relain responsibility for its aludents from the time of departure from homestate the time of return to the homeschool. 6. The School/District shall provide contilled employees to participate and take an active role in the program and supervision of students and most remain
- on camp premises throughout the program. Minimum of 2 teachers/school stall, 7.
- 8. Toactors will be required to supervise all sick students until they are sent home or they are feeling better.
- 9. All Schools are required to bring a transport vahicle to Thousand Pines. Transportation would be used to transport non-life threatening emergencies to urgent care.
- Studants' medical prescriptions will be handled by the Thousand Pines Health Specialist; the T.P.O.S.S staff will have the primary responsibility in first 10.
- add situations. The Leadership shall will remain in communication with school staff regarding status and disposition of any accident/itenses. School staff and Thousand Pines staff are to work cooperatively involving students in activities that promote appropriate environmental effices and social behavior. The Thousand Pines Outdoor Educator Loadership shall be involved in the final determination regarding any student's behavioral 11. infractions.
- FIREARMS, WEAPONS, B-BGUNS, ARCHERY EQUIPMENT shall not be brought to Thousand Plnos. 12,
- ALCOHOLIC BEVERAGES, TOBACCO AND ILLEGAL DRUGS will not be permitted at any time on the Thousand Pines property 13,
- 14. PFTS are not permitted at the outdoor scionce school.

Dalo\_\_\_\_\_ Authorized School Signature, Tille/Position TCS Grea Fauser Typed or Printed Name: Thousand Pines Signature mol Dale

Thousand Pinos reserves the right to change program schedules for schools who have not secured their program dates with a signed contract and full daposit by the contract due date.

> Thousand Plnes Outdoor Science School- 359 Thousand Plnes Hd. - PO Box 3288 Crestline, CA 92325 909-338-8900 phone - 909-351 1 fax -- Info@thousandpinesoutdoored.com -- www.thousandpinosoutdoored.com

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# Addendum

Thousand Pines Outdoor Educators 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. This addendum is between Marian Bergeson Elementary and Thousand Pines Outdoor Educators for the dates of October 3<sup>rd</sup> to 6<sup>th</sup>, 2017.





Palisades Elementary School 28462 Via Sacramento Capistrano Beach, CA 92824 949.496.5942

May 25, 2017

Original

Attendance Dates 3/20/2018 - 3/23/2018

We, Palisades Elementary School do agree to use Thousand Pines Outdoor Educators, LLC at the facilities of Thousand Pines Conference Center from 3/20/2018 to 3/23/2018, and agree to the following.



#### A. ATTENDANCE

We guarantee a mithimum total number of 80 students in full time attendance, with a maximum attendance of 89 students, and an estimated actual attendance of 85. Any number of students above the guaranteed number will be accommodated based on availability. We will notify Thousand Pines Outdoor Educators, LLC of the actual number of students (# of boys and # of girls) to attend at least two weeks before arrival.



#### B. FEES

Each student will be charged at the rate of \$235.00 for the above dates. Registration fees for early departures, are non-refundable. This rate will include:

- 3 nights lodging, arriving at 10:00 AM and departing at 10:00 AM
- 9 meals, starting with Tuesday Lunch and ending after Friday Breakfast.
- We will do out best to ensure the following ratio: A qualified program instructor to fourteen students to guide students through our program elements.

We agree to pay a minimum guarantee of \$18,800.00 for a minimum of 80 full-time guests. A non-refundable deposit of \$1,880.00 (10% of estimated student registration fees) is due one month from the contract issue date, along with the signed contract. Dates will not be confirmed/secured until both the contract and deposit are received. You will receive a finat invoice reflecting your balance two weeks prior to your arriver. All fues are due and payable before leaving camp. Any additional fees accrued due to increase in attendance, damages, etc. will be charged on an additional invoice submitted to the school upon department.

Thousand Pines Outdoor School requires every person attending a retreat to complete an online registration, medical history, and activity release form. This will be the only registration form accepted by Thousand Pines Outdoor School, There is a charge associated with the online registration process, which will be billed to Palisades Elementary School, and added to the final invoice.



#### C. CANCELLATION & REBOOKING

Should your School/District cancel its reservation 180 days (6 months) in advance, all monies but the deposit amount will be refunded. Fewer than 180 days (6 months), the School/District is obligated to meet the full financial requirements of this contract. Should the School/District desire to change its reservation dates, the school shall be assessed no additional fees or penalties if it contracts for a date within the same fiscal year. The fixed year, the re-booking date falls in the subsequent fiscal year, the full, contracted fees due shall be paid by the end of the originally contracted fiscal year. The School/District may decrease its guaranteed minimum by no more than 20% withour restrictions until 90 days before the program date. If the school needs to decrease its guaranteed numbers and their beginning fiscal year is within the 90 day (3 month) period of their program date, the school has 30 days from the beginning of schools fiscal year to decrease its numbers by 20% withour penalty. Requests to increase student registration will be based upon availability and is subject to approval by Thousand Pines Outdoor Educators, in the event that a reservation is canceled by Thousand Pines Outdoor Schools due to uncontrollable acts of nature, neither the School/District. The non-refundable School/District deposit will be applied to a rebooking.



#### D. HOLD HARMLESS

The School and/or District shall hold harmlese, defend and Indemnify Thousand Pines Outdoor Educators, its officers, agents and employees from any and all claims for damages resulting from the acts or omissions of the School District, its officers, agents, onployees and pupils with the respect to the Thousand Pines Outdoor Science School Program, Thousand Pines Outdoor Educators shall hold harmless, dofend, and indemnify the School/District, its officers, agents, onployees from any and all omployees from any and all claims for damages resulting from the acts or omissions of Thousand Pines Outdoor Educators, its officers, agents, and with respect to the Thousand Pines Outdoor Program, Thousand Pines has performed background checks and fingerprinting of their staff members.

E. REGULATIONS

Initials

We agree to comply with the following Thousand Pines Outdoor School's policies:

- The School shall provide, two weeks prior to arrival, the School Arrival Details, Cabin Grouping Formand Student Care Worksheet. We also request all 1. schools to submit an Endorsed Llability Insurance certificate naming Thousand Pines Outdoor Educators as an additional insured.
- 2. The School shall administrate the online registration, medical history, and activity release form provided by Thousand Pines Outdoor School to be completed by each person attending the camp before the arrival date.
- All medications (prescription and non-prescription) shall be collected by the School from the students and submitted to the Thousand Pines Health Specialist upon arrival to Thousand Pines. 3.
- 4. Prior to students boarding buses or travel vehicles, all students need to have their temperature checked. Any student whose temperature is 100 or above will need to stay at school until temperature is normal and all symptoms of illness are gone.
- 5. The School/District shall retain responsibility for its students from the time of departure from homestooto the time of return to the homeschool. 6. The School/District shall provide certified employees to participate and take an active role in the program and supervision of students and must remain on camp premises throughout the program.
- 7. Minimum of 2 teachers/school staff.
- 8.
- Teachers will be required to supervise all sick students until they are sent home or they are feeling better. All Schools are required to bring a transport vehicle to Thousand Pines. Transportation would be used to transport non-life threatening emergencies to 9. urgent care.
- 10. Students' medical prescriptions will be handled by the Thousand Pines Health Specialist; the T.P.O.S.S staff will have the primary responsibility in first aid situations. The Leadership staff will remain in communication with school staff regarding status and disposition of any accident/illness
- School staff and Thousand Pines staff are to work cooperatively involving students in activities that promote appropriate environmental ethics and 11. social behavior. The Thousand Pines Outdoor Educator Leadership shall be involved in the final determination regarding any student's behavioral infractions.
- FIREARMS, WEAPONS, B-BGUNS, ARCHERY EQUIPMENT shall not be brought to Thousand Pines. 12.
- ALCOHOLIC BEVERAGES, TOBACCO AND ILLEGAL DRUGS will not be permitted at any time on the Thousand Pines property. 13.
- 14. PETS are not permitted at the outdoor science school.

Authorized School Signature.	Date 5/25/17
TypedorPrintedName: CUFT VISCA	Title/Position Principal
Thousand Pines Signature	Date

Thousand Pines reserves the right to change program schedules for schools who have not secured their program dates with a signed contract and full deposit by the contract due date.

> Thousand Pines Outdoor Science School- 359 Thousand Pines Rd. - PO Box 3288 Crestline, CA.92325 909-338-8900 phone - 909-338-3511 fax - info@thousandpinesoutdoored.com - www.thousandpinesoutdoored.com



#### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

#### MATTHEW WILLIAMS ENTERPRISES, 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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.

<u>Term of Agreement</u>. 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)

CONCLUMENT

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		

Professional SXHUBM as & Agreement Capistrano Laified School District Page 1 of 2

# EXHIBIT A

# **Matthew Williams Enterprises, LLC**

26205 Normandy, Roseville MI 48066

586-350-3854

2017/2018 Fee Schedule

Nemeth, Literary and Music Braille\* \*\*

\$4.50 per page Nemeth (math) and literary braille (No tactile drawings)

\$5.00 per page Nemeth (science and chemistry)

\$6.00 per page music braille (No tactile drawings)

\$6.50 per page for tactile drawings for math

\$7.50 per page for tactile drawings for science and chemistry

\$8.50 per page for tactile drawings for music

# UEB Braille\* \*\*

\$6.50 per page for UEB and Encapsulated Nemeth

\$9.50 per page for tactile drawings for UEB and Encapsulated

\*There will be an additional charge of \$2.00 per page for all materials that are needed to be expedited.

\*\*The amounts are total amounts and not to be added together for a page cost.



#### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

#### **BOWIE, ARNESON, WILES & GIANNONE**

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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$150,000.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. 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)

CONCLUMENT

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		

Professional SXHUBM as & Agreement Capistrano Unified School District Page 1 of 2

#### EXHIBIT A

	Bowie, Arneson, W	7iles & Giannone	
	2017-20	18 Hourly Rates	
		For	
	Capistrano U	nified School District	
Partners			\$255
	Alexander Bowie		
	Wendy H. Wiles		
	Patricia B. Giannone		
	Robert E. Anslow		
	Brian W. Smith		
	Jeffrey H. Hoskinson		
Senior Asso	ciates		\$240
	Jeffrey W. Frey		
Accociatos			\$225
Associates	Margot E.H. Stevens		
	Nikhil S. Damle		
	Nicolle A. Falcis		
Paralegals			ĆØE
raiaicgais	Irene Dehart		
	Lisa Keller		
	Pam Smith		
	Linda Wolf		
		EXHIBIT 5	
	I	28 of 312 Page 2 of 2	147 of 935



#### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

#### **RBY5 PSYCHOLOGICAL dba DR. ROBIN MORRIS**

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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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.

<u>Term of Agreement</u>. 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: October 11, 2017

CONSULTANT		
Signature:	 	
Name:		
Title:		
Address:		
Email Address: _	 	

Professional SXHUBM as & Agreement Capistrano La find School District Page 1 of 3

#### EXHIBIT A



# CAPISTRANO UNIFIED SCHOOL DISTRIC

#### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, Robin Morris, has agreed to conduct or 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.

Type of Assessment	Qualification of Assessor	Approved Rate
Psycho-educational	Psychologist	Not to exceed \$4,000/assessment
Functional Behavior Assessment	Psychologist	Not to exceed \$2,000/assessment

Consultant

**Received by:** 

**District Representative** 

Date

-4-17

ROBIN L MORRIS, Psy.D, L.M.F.T. Clinical Psychologist – Lic # PSY17136 26440 La Alameda, Suite 220 Mission Viejo, CA 92691 Phone: (949) 351-3770



#### **RATE SHEET**

**Psychoeducational Evaluation** 

Functional Behavior Assessment IEP Participation Record Review \$3700-4000.00(not including IEP Participation) \$1800-2000.00 \$160.00 per hour including travel time \$160.00 per hour



#### **PROFESSIONAL SERVICES MASTER AGREEMENT**

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

#### 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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.

<u>Term of Agreement</u>. 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)

CONCLUMENT

FEIN

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

CONSULIANI		
Signature:	 	
Name:	 	 
Title:	 	 
Address:	 	 
Email Address: _	 	 

Professional SXHUBM aster Agreement Capistrano Laified School District Page 1 of 2

#### EXHIBIT A

#### **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

Dante Aumuic

Dante Gumucio, CEO

Dated:

#### **Capistrano Unified School District**

By:

By:

Its:



#### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of October 12, 2017 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

#### **CAMPCO RECREATION**

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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$140,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. 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.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### **Capistrano Unified School District**

By:

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

Board Approval Date: October 11, 2017

Signature:	 	
Name:	 	
Title:		
Address:		
Email Address:	 	
FEIN:		

EXHIBIT A



26861 Trabuco Road, Suite E-121 Mission Viejo, CA 92691 (949) 643-9008 www.CampcoDayCamps.com

# Las Palmas Elementary School After-school Program Agreement

Page 1 of 2, Updated on 5/1/17; 11am

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2017/2018 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

#### CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2017/2018 school year (per the District Calendar approved on 1/9/17 at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5<sup>th</sup>.
- Program to begin on the second day of school, Wednesday, August 23, 2017 and end on the last day of school, Thursday, June 7, 2018 on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm to 6pm and on Tuesdays and minimum days from dismissal (usually 1pm) to 6pm.
- Staff working with students at a ratio of at minimum of 1 Staff per 20 children, with a maximum of 84 registered children per day. Four staff scheduled to work each day.
- Staff will be scheduled 15-30 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director, overseeing staff and the program, and working with participants.
- Handling of children's behaviors and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Games and sports equipment. Crafts materials. Copies of worksheets, sign-in sheets and forms, First Aid Kits and replacement supplies, and other items related to an Afterschool Program.
- Copies of Registration Packet for the first 84 participants enrolled. (Las Palmas will make copies for any registrations after the initial 84 are enrolled).
- Participant Sign-in/out Sheets to be stored by CampCo for future ASES audits.
- Staff training for CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More
- Regular supervisory visits to program, plus additional program participant homework and activity assistance by Recreation Manager or CampCo Owner.
- Workers' comp, employer taxes, liability insurance, management mileage, new hires, background checks, fingerprinting, TB testing and uniforms.
- Student snacks per the Afterschool Program Snack Requirement & California Education Code Requirements for snacks up to a maximum of 84 students per day.

Page 1 of 2

EXHIBIT 5 35 of 312 Page 2 of 5

# Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 5/1/2017; 11am

#### CampCo Will Provide, continued:

- Well-qualified and trained CampCo Staff.
- Supervision of participants who are picked up late (after 6pm).
- Once-monthly Invoices, receipts and back-up materials for charges to Las Palmas Elementary School/CUSD for the services provided and expenses incurred.

#### Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support, Crafts & inclement weather. Secure Storage, on-site, near the main program meeting area.
- Appropriate & secure space for storage of Snack items.
- Emergency telephone numbers of school staff and/or administrators.
- Payment to CampCo expedited within 30 days after invoice is submitted.

#### Estimated Cost Breakdown for the 2017/2018 School-year:

Personnel Salaries & Employee Benefits (includes 10% increase on January 1, 2018 due to raise in minimum wage)	\$139,846.00
Snacks, Books & Supplies	\$6,400.00
Services & Other Operating Expenses	\$16,000.00
Total Estimated Program Expenses:	\$162,246.00
Estimated Value of In-Kind Services:	(\$53,866.00)
Maximum* to be Invoiced to CUSD payable from ASES funds, 2017/18 SY:	\$108,380.00

#### **Invoiced Expenses\*:**

The "Total Estimated Program Expenses" listed above are estimated. Actual costs to be invoiced monthly with the total of invoices not to exceed the "Maximum to be Invoiced to CUSD" listed above based on the currently approved ASES Grant.

Payment due dates: Payment to CampCo is to be expedited within 30 days after invoice is submitted.

Page 2 of 2

#### EXHIBIT 5 36 of 312 Page 3 of 5



26861 Trabuco Road, Suite E-121 Mission Viejo, CA 92691 (949) 643-9008 www.CampcoDayCamps.com

May 5, 2017

Kristen Nelson, Principal Maria-Cristina, Assistant Principal LAS PALMAS ELEMENTARY SCHOOL 1101 Calle Puente San Clemente, CA 92672

Re: Physical Education Program, 2017/2018

Dear Kristen & Maria-Cristina,

Thank you for your interest in having CampCo continue to provide the Las Palmas P.E. Program for next school year. Attached is the proposal for our P.E. program for the 2017/2018 school year.

CampCo will provide five staff per day, arriving 15 minutes prior to the program start-time and finishing after the last class and clean-up. Activities may include stretching techniques, various sports, relay games, health education, lawn games, Zumba dance, yoga, traditional playground games and more.

As in past years, most activities would be held outdoors on the field and blacktop. We expect to move indoors only during inclement weather or for an occasional classroom activity. As we are hoping to offer most classes adjacent to lunch and recess periods, we will need to have assigned space for this program. CampCo staffing fees include staff time for planning & preparation of the lesson plans, daily set-up and clean-up, leading of the program, workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, staff trainings, background checks, fingerprinting, TB testing and uniforms.

Fees for this Program: \$30,595.00

Includes: staff hourly rate of \$34/hour through December 31, 2017 and \$36/hour beginning January 1, 2018. 7.25 hours per week. Includes Site Director plus 4 staff each day, set-up & planning time (30 minutes per week). Does not include Equipment. Equipment costs are extra and to be determined.

Full Payment of \$30,595.00 for the 2017/2018 P.E. Program is due 60 days after start of services and upon receipt of invoice. In order to be prepared for the first day of P.E., CampCo services will begin on August 1, 2017 in order to be prepared for the first day of P.E. classes; prep will include lesson plans, training staff, ordering equipment, etc...

Thank you for having CampCo provide your PE program again, this year.

Sincerely,

Sylvia N. Rosenthal

Sylvia N. Rosenthal

PE Agreement, Page 1 of 2 EXHIBIT 5 37 of 312 Page 4 of 5

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26861 Trabuco Road, Suite E-121 Mission Viejo, CA 92691 (949) 643-9008 www.CampcoDayCamps.com

#### **PE PROGRAM 2017/2018**

PE Program Days & Times: WEDNESDAYS			
Time	Grade	Notes	
10:15am-10:30am	No Classes	Staff set-up & prep	
10:30am-11:15am	1 <sup>st</sup>		
11:30am-12:15pm	Kindergarten		
12:25pm-1:25pm	2 <sup>nd</sup>		
1:25pm-1:40pm	No Classes	Staff clean-up	

#### THURSDAYS

Time	Grade	Notes	
10:15am-10:30am	No Classes	Staff set-up & prep	
10:30am-11:20am	3 <sup>rd</sup>		
11:30am-12:15pm	4 <sup>th</sup>		
12:20pm-12:50pm	No Classes	CampCo staff takes lunch break	
12:55pm-1:45pm	5 <sup>th</sup>		
1:45pm-2pm	No Classes	Staff clean-up	

#### Important P.E. Program Dates:

a ser and and the

August 1 – September 19, 2017: Prepare lesson plan

Prepare lesson plans, staff trainings, order equipment, etc...

P.E. Activities: 48 Program Days (24 days for each grade). Wednesday & Thursdays, as follows:

Dates	Notes	Dates	Notes
September 20 & 21		January 10 & 11	
September 27 & 28		January 17 & 18	
October 4 & 5		January 24 & 25	
October 11 & 12		January 31 & Feb 1	
October 18 & 19		February 7 & 8	
October 25 & 26	•	February 14 & 15	
November 1 & 2	Conferences, No PE Class	February 21 & 22	
November 8 & 9		Feb 28 & March 1	
November 15 & 16		March 7 & 8	Conferences, No PE Class
November 22-&-23	Thanksgiving Break, No PE Class	March 14 & 15	
November 29 & 30		March 21 & 22	
December 6 & 7		March 28 & 29	
December 13 & 14	No PE Class	April 4 & 5	Spring Break, No PE Class
December 20 & 21	No PE Class	April 11 & 12	
December 27 & 28	Winter Break, No PE Class	April 18 & 19	
January 3 & 4	Winter Break, No PE Class	April 25 & 26	

PE Agreement, Page 2 of 2

EXHIBIT 5 38 of 312 Page 5 of 5



#### **PROFESSIONAL SERVICES MASTER AGREEMENT**

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

#### BRAIN LEARNING PSYCHOLOGICAL 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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 **\$27,500.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. 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)

CONCLUMENT

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		

Professional SXHUBM as & Agreement Capistrano Staffied School District Page 1 of 3

#### EXHIBIT A



## **CAPISTRANO UNIFIED SCHOOL DISTRICT**

#### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Brain Learning Psychological Corporation**, 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. <u>Conflict of Interest</u>: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
- 2. <u>School Grounds</u>: 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. <u>Report</u>: 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. <u>Assessment Documentation</u>: 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.

Type of Assessment	Qualification of Assessor	Approved Rate
Psycho-Education	Licensed Educational or Clinical Psychologist	Not to exceed \$4500/assessment
Neuropsychological	Licensed Clinical Psychologist	Not to exceed \$4500/assessment
Educationally Related Mental Health	Licensed Clinical Psychologist	Not to exceed \$2500/assessment
Functional Behavioral Assessment	Licensed Educational or Clinical Psychologist	Not to exceed \$4000/assessment

9/8/17

Date

Received by:

District Representative

Date



# Rate Sheet 2017- 2018

All evaluations include: a school observation, records review, complete assessment report, and participation at IEP meeting or school meeting. We will review all available records for each student in order to answer the referral questions. We will also interview anyone who is knowledgeable of the student as it relates to evaluation. All of our evaluations are conducted in an objective and professional manner.

Evaluation	Rate and not to exceed amounts
SCIA	\$1,500- \$2,000
Psychoeducational Evaluation (basic cognitive, academic, adaptive, social, emotional, processing)	\$3,500- \$4,500
School Neuropsychological Evaluations (Cognitive, language, motor, sensory, adaptive, executive, attention, academic & social/ emotional)	\$4,000- \$5,500 *
Functional Behavioral Assessment (FBA)	\$2,500 - \$4,000
Educationally Related Mental Health Assessment (ERMHS)	\$1,500- \$2,500 \$2,500 + travel expresses **
Higher Level of Care Eval. (RTC)	\$2,500 + travel expenses **
Higher Level of Care Eval. + Psychoeducational	\$5,000 + travel expenses **
Expert Testimony	
Prep. & File Review Testimony/ Deposition	\$150/ per hour \$300/ per hour

\* Neuropsychological evaluations are billed at a rate of \$250/ per hour. All other evaluations are billed at a rate of \$200/ per hour.

EXHIBIT 5 41 of 312 Page 3 of 3

\*\* Travel expenses will be billed at the budget rate.

ADDRESS

`WEBSITE

www.brainlearning.com

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#### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of October 12, 2017 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

#### **LEVERAGE LEARNING GROUP, 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$66,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. 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.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### **Capistrano Unified School District**

By:

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

Board Approval Date: October 11, 2017

Signature:		
Name:		
Title:		
Address:		
Email Address:		
FEIN:	,	

#### EXHIBIT A



PO Box 2179 • Monrovia, CA 91017 • (323) 243-7760 www.LeverageLearningGroup.com

June 1, 2017

To: David Stewart Executive Director, Professional Development Capistrano Unified School District 949-234-9408 DPSTEWART@capousd.org

From: Jason Willoughby Chief Academic Officer Leverage Learning Group, Inc. 323-243-7760 Jason@leveragelearninggroup.com

#### Overview of Proposal for Services Instructional Leadership

Leverage Learning Group (LLG) will work with district and site leadership teams to build individual and site capacity for instructional leadership to support implementation of the District's Foundation for learning. LLG will provide support with leadership tasks, skills, and the processes necessary for district and school site administrators to understand accountability responsibilities and grow as instructional leaders.

Vision: An unwavering commitment to student success.

**Mission**: To prepare our students to meet the challenges of a rapidly changing world.

Teaching and Learning WIG: Engage students in meaningful, challenging, and innovative

educational experiences to increase post-secondary options for all students.

**Instructional Focus:** All CUSD students will demonstrate disciplinary literacy at a DOK level 3 or higher as measured by SBA or local assessment data.

**Great First Instruction:** Lesson Preparation, Strategies, Interaction, Review/Assessment **Professional Learning Communities:** An ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve.

©LEVERAGE LEARNING GROUP, INC.

EXHIBIT 5 43 of 312 Page 2 of 4 LLG will provide a half day of **Instructional Leadership through Reflective Learning Walks** training for all K-8 district and site administration to reflect upon the work done up to this point to support implementation of the District Foundation. The day will focus on the principals for shared leadership and develop targeted processes for supporting instructional growth in every classroom in the district. In addition, LLG will work with site leadership teams to establish a process to support implementation and a process for monitoring, accountability, and instructional feedback. Participants will be introduced to the Reflective Learning Walk purpose, process, and protocol.

As the district supports all classrooms growing in the District Foundation, so will LLG support K-8 site principals by **Instructional Leadership through Reflective Learning Walks for Administration PLCs**. LLG will work with Administrative PLCs twice in 2017-18. In the first meeting, PLCs will meet at the PLC Principal leader's site to participate in the Reflective Learning Walk process. All principals will participate in the Reflective Learning Walk, but once complete, after lunch, other principals will return to their home site while LLG will continue to work with the PLC Principal leader. In the second meeting, LLG will coach the PLC Principal Leader as he/ she conducts two Reflective Learning Walks at two other school sites with their principal- one school in the morning and another school in the afternoon.

To continue the work started in previous years, LLG will continue to work with site administration and site leadership teams. LLG will provide one day of **Instructional Leadership for Site Leadership Teams** to continue to deepen understanding and implementation of the District foundation with particular emphasis on PLCs, the instructional focus, and great first instruction.

Additional and targeted support in the form of site professional development, administrative coaching, or other related support can be provided upon request.

See the following page for proposed professional development, agendas, topic overviews, and costs.

EXHIBIT 5 44 of 312 Page 3 of 4

#### ©LEVERAGE LEARNING GROUP, INC.

2

# Instructional Leadership

Professional	Agenda/ Topic Overview	Days/ Cost
Development CUSD	Instructional Leadership through Reflective	2 days @
COSD	Learning Walks	\$2200 per day
Instructional	Build upon the work from previous years to	\$2200 per day
Leadership through	support the process for establishing an	
Reflective Learning	Instructional Focus aligned to the California	
Walks	State Standards.	\$4400
TT GIRS	<ul> <li>Focus on the principals for shared leadership</li> </ul>	¢1100
2 day	and develop targeted processes for supporting	
	instructional growth in every classroom in the	
District and Site	district.	
Administration	Establish a process to support implementation	
	and a process for monitoring, accountability,	
August 2017 and	and instructional feedback.	
Spring 2018 if needed	<ul> <li>Participants will be introduced to the</li> </ul>	
	Reflective Learning Walk purpose, process,	
	and protocol.	
CUSD	Instructional Leadership through Reflective	22 days @
	Learning Walks for Administration PLCs	\$2200 per day
Instructional	• Work with Administrative PLCs twice in 2017-	
Leadership through	18.	
Reflective Learning	Meet at the PLC Principal leader's site to	
Walks for	participate in the Reflective Learning Walk	\$48,400
Administration PLCs	process.	
	• Coach the PLC Principal Leader as he/ she	
Elementary: 14 days	conducts two Reflective Learning Walks at two	
Middle School: 6 days	other school sites with their principal- one	
High School: 2 days	school in the morning and another school in	
	the afternoon.	
CUSD	Instructional Leadership for Site Leadership Teams	6 days @
	Targeted and strategic support for	\$2200 per day
Instructional	administrators and site leadership teams	
Leadership for Site	Deepen understanding and implementation of	
Leadership Teams	the District foundation.	
	Emphasis on PLCs, the instructional focus, and	\$13,200
3 Elementary Cohorts	great first instruction.	
Pricing is based on services provided. All training and support materials for the professional		
development will be provided in electronic format (PDF files) and available for download on a dedicated cloud server. Pricing includes all additional costs, including travel expenses.		
	Total: 30 days	\$66,000

EXHIBIT 5 45 of 312 Page 4 of 4

#### ©LEVERAGE LEARNING GROUP, INC.



### INDEPENDENT CONTRACTOR MASTER AGREEMENT

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#### MIND RESEARCH INSTITUTE

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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

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[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### **Capistrano Unified School District**

By:

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing Board Approval Date: October 11, 2017

Signature:	
Name:	
Title:	
Address:	
FEIN:	

# Exhibit A



111 Academy Drive, Suite 100 Irvine, CA 92617 949-345-8700 866-569-7014 www.mindresearch.org Quote

Page 1 of 1
Date
Quote #
Expires
Partnership Manager
E-mail:
Phone:

09/20/2017 1426649 12/19/2017 Debora Stacker <u>dstacker@mindresearch.org</u> 202-714-1714

#### Bill To 949-234-9441 CAPISTRANO UNIFIED SCHOOL DIST 33122 VALLE RD SAN JUAN CAPO CA 92675

#### Ship To

ACCOUNTS PAYABLE CAPISTRANO UNIFIED SCHOOL DIST 33122 VALLE RD SAN JUAN CAPO CA 92675

Qty	Item	Amount
1	<b>ONSITE PROFESSIONAL DEVELOPMENT</b> 1 Day (Approx. 6 hours) of Instructor-Led Onsite Professional Development at School or District Site.	\$2,500.00
	<ul> <li>Due to travel costs, the minimum purchase for onsite professional development is 1 day.</li> <li>To maximize instructional effectiveness, classes are capped at 25 participants.</li> <li>Events that require consultant air travel must be booked two weeks in advance. If we accept a traveling engagement with less than two weeks' notice, a \$500 late booking fee will be assessed.</li> </ul>	
	- Professional development days must be used within 12 months from the date of purchase.	
	Cubicated	¢0, 500, 00

\$2,500.00	Subtotal
\$0.00	Tax Total (%)
\$2,500.00	Total

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <a href="http://www.mindresearch.org/misc/terms/">http://www.mindresearch.org/misc/terms/</a>.

EXHIBIT Research complies with applicable state and federal laws and regulations and uses 47 of page 2 of 2 point commercially-available measures to protect and maintain the security of any collected data. Our Page 2 of 2 point 2



### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

### SYNAPSE ADVANCED AUDIOLOGY, 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$2,000.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. 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)

CONCLUMENT

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		

EXHIBIT 5 48 of 312 Page 1 of 3

### EXHIBIT A



### CAPISTRANO UNIFIED SCHOOL DISTRICT

### SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Synapse Advance Audiology Inc (Dr. Catherine Fabian)**, 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. <u>Conflict of Interest</u>: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.
- 2. <u>School Grounds</u>: 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. <u>Report</u>: 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. <u>Assessment Documentation</u>: 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.

Type of Assessment	Qualification of Assessor	Approved Rate
Auditory Acuity	Audiologist	Not to exceed \$600/assessment
Auditory Processing	Audiologist Psychologist Speech/Language Specialist	Not to exceed \$1,500/assessment

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Consultant

**Received by:** 

**District Representative** 

Date

9/7/2017 Date

1 EXHIBIT 5 49 of 312 Page 2 of 3

168 of 935

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LPA's Independent Educational Evaluator List -	

	AGENCY / ASSESSOR:	TYPE OF ASSESSMENT:	SERVICES:	RASIS:	PRICES.
2			A		\$715 00
pude	Synapse Advance Audiology Inc.	Auditory Acuity / Hearing and	Audiological Evaluation	Per Eval	\$315.00
Dr. C	Dr. Catherine Fabian	Sound Processing	Central Auditory Processing Evaluation	Per Eval	\$995.00
6727	6727 Flanders Drive, #204	Auditory Processing	Classroom Observation	Per Hour	\$225.00
San I	San Diego, CA		IEP / Team Planning	Per Hour	\$225.00
858-{	858-863-6827		Teacher / Therapist Inservicing	Per Hour	\$225.00
858-(	858-630-2960 (fax)		Hearing Aid / FM System Fitting	Per Fitting	\$845.00
cfabi	cfabianaud@live.com		Hearing Aid / FM System Troubleshooting	Per Check	\$135.00
WWW	www.synapseaudiology.com		Annual Audiologic Evaluation	Per Eval	\$290.00
*Resu	*Resume/Vitae provided		Biannual Equipment Check	Per Check	\$135.00
			Treatment Services: Orientation (per student)	Per Service	\$735.00
50			Treatment Services: Auditory Training	Per Hour	\$190.00
HIBI' of 3 e 3 c			Treatment Services: Student Instruction	Per Hour	\$190.00
12			Treatment Services: Earmolds	Each	\$150.00
			Travel Charges - incudes time and mileage	Per Trip	\$150.00



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

### FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this  $12^{th}$  day of <u>October 2017</u>, by and between <u>SASCO</u>, 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 \$ <u>27, 584.00</u> for the following:

Provide and install a complete CCTV security system with AXIS cameras at Fred Newhart Middle School

As described in the attached Exhibit A.

- 2. The term of the Contract shall begin on <u>August 28, 2017</u> and end <u>upon completion</u>.
- 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 <u>Director of Maintenance & Operations</u> 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

> EXHIBIT 5 51 of 312 Page 1 of 4

7. This Contract includes all Contract Documents as indicated be	7.	This Contract	includes all	Contract Documen	its as indicated below	N:
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W-9 Request for Taxpayer Identification Number and Certification
Quote/Proposal, dated June 8 <sup>th</sup> , 2017
Plans and Specifications/Scope of Work
Worker's Compensation Certificate
Purchase Order Number <u>L68A0135</u>
Liability Insurance Certificate
Guarantee
Certification by Contractor of Criminal Records Check
Contractor's Certificate Regarding Non-Asbestos Containing Materials
Payment Bond <u>\$ 27,584.00</u>
Faithful Performance Bond \$_27,584.00
California State Contractor's License Number <u>125897</u>
Drug-Free Workplace Certification
Tobacco Use Policy
DIR Registrations No. 1000003913
Other

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

CAPISTRANO UNIFIED SCHOOL DISTRICT CONTRACTOR: By:\_\_\_\_\_ By:\_\_\_\_\_ Signature Signature Lynh N. Rust Print Name Print Name Executive Director, Contracts & Purchasing Title Title Board Approval Date: October 11, 2017 Contractor's License No. Tax ID/Social Security No. (Corporate Seal, if Incorporated) Field Service Agreement Capistrano Unified School District **EXHIBIT 5** 

> Page 2 of 312 Page 2 of 4

Exhibit A



2750 Moore Avenue Fullerton, CA 92833 Telephone: 714 870 0217 Facsimile: 714 738 3571

June 8, 2017

Capistrano Unified School District

Attn: Steve Matterson Re: Newhart Camera Project Quote# D-17SRVC-FWO# 6140

Mr. Matterson,

Thank you for the opportunity to submit our proposal for the Newhart Camera Project. SASCO will provide management, labor, materials, tools, equipment and related items required for a complete CCTV System.

Newhart - Scope of Work- AXIS Cameras

- 1. Provide and Install (1) Camera in the Front Entrance Left
- 2. Provide and Install (1) Camera in the Front Entrance Right
- 3. Provide and Install (1) Camera monitoring the Courtyard view Attendance Office
- 4. Provide and Install (1) Camera monitoring the Courtyard view Room 157
- 5. Provide and Install (1) Camera monitoring the Courtyard view Room 214
- 6. Provide and Install (1) Camera monitoring the Courtyard view Room 211
- 7. Provide and Install (1) Camera monitoring the Courtyard view located at the 7<sup>th</sup>-8<sup>th</sup> Lunch Area
- 8. Provide and Install (3) Camera monitoring the 7th-8th Lunch Area Room 157
- 9. Provide and Install (1) Camera monitoring the 7th-8th Lunch Area Room 151
- 10. Provide and Install (1) Camera monitoring the Climbing Wall area Boys locker Room
- 11. Provide and Install (1) Camera monitoring the Weight Room Girls Locker Room
- 12. Provide and Install (1) Camera monitoring the Fields From Girls Locker Room
- 13. Provide and Install (1) Camera monitoring the 6th Lunch Area Room 152
- 14. Provide and Install (1) Camera monitoring the 6th Grade Black Top Rear from Custodian Room
- 15. Provide and Install (1) Camera monitoring the 6th Grade Black Top Side from Custodian Room
- 16. Provide and Install (1) Camera monitoring the Garden Room 12
- 17. Provide and Install (2) 32" Monitor in the Server Room and at Monitoring Station in the Front Office.
- 18. Provide and Install (1) 16 Channel NVR with 2 TB storage and placed in the Server room.
- 19. Provide Support and training on AXIS system
- 20. Provide and Install Category 6 Cable for the Cameras
- 21. Provide all Misc. Material, Patch Cords etc. for a turnkey system

We have assumed the following:

The project will be completed during normal working hours and weekends for all related project tasks. The project will allow for an adequate scheduling period / installation duration for the Scope of Work.

We have included the following in our scope of Work:

> The services of a qualified on-staff RCDD for the duration of the installation and warranty period.





- > Delivery cost for tools, equipment, and materials, provided by SASCO to the project site.
- > Administrative costs for testing, documentation, planning, study and layout
- > Copper patch cords as specified per specifications.
- The manufacturer's System Extended Warranty.

73 of 935

Labor \$11,200.00

Material \$16,384.00

This proposal shall be valid for thirty (30) days. After thirty (30) days, a review may be necessary for material escalation, sales tax or permit cost changes. Should you have any questions or comments, please feel free to contact me at (714) 870-0217

Sincerely,

Jason Te La Garga

Jason De La Garza Project Manager – Data Division





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

### FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this  $12^{th}$  day of <u>October 2017</u>, by and between <u>A.C. LANDSCAPE, INC</u>., 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:

The Contractor shall furnish the District for an amount estimated to be
 \$ <u>26,915.53</u> for the following:

Provide and install an irrigation booster pump at Dana Hills High School. As described in the attached Exhibit A.

- 2. The term of the Contract shall begin on <u>September 6, 2017</u> and end <u>upon completion</u>.
- 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 <u>Director of Maintenance & Operations</u> 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

> EXHIBIT 5 55 of 312 Page 1 of 3

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

W-9 Request for Taxpayer Identification Number and Certification
Quote/Proposal, dated <u>August 2, 2017</u>
Plans and Specifications/Scope of Work
Worker's Compensation Certificate
Purchase Order Number <u>L68A0136</u>
Liability Insurance Certificate
Guarantee
Certification by Contractor of Criminal Records Check
Contractor's Certificate Regarding Non-Asbestos Containing Materials
Payment Bond <u>\$ 26,915.53</u>
Faithful Performance Bond \$_26,915.53
California State Contractor's License Number <u>863331</u>
Drug-Free Workplace Certification
Tobacco Use Policy
DIR Registrations No. <u>10000015212</u>
Other

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

CAPISTRANO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By:	By:
Signature	Signature
Lynh N. Rust	
Print Name	Print Name
Executive Director, Contracts & Purchasing Title	Title
Board Approval Date: October 11, 2017	
	Contractor's License No.
	Tax ID/Social Security No.
	(Corporate Seal, if Incorporated)
Field Service . Capistrano Unified	
FXHIB	IT 5

56 of 312 Page 2 of 3

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# Exhibit A , C. Landscape

27758 Santa Margarita Pkwy. Ste. 355

Mission Viejo, Ca. 92691

License # C-27 863331

Date:

To: CVSD C/O Kent Smith

August 2, 2017

Subject: Install irrigation booster pump at Dana Hills HS

Dear Kent.

Below is the Scope of work.

1. Trench 225' X 18" deep from corner of Golden Lantern down Stonehill. Cut 40' of Asphalt.

2. Install conduit, Wire and backfill. (Asphalt repair to be responsibility of School Dist.)

3. Pour concrete pad for new pump. Move Master Valve closer to flow sensor. Install pump enclosure.

4. Install 15HP/208/3 phase power pump/motor. (pressure boost 30 psi.)

5. Install electrical controls.

Tax is \$1.245.43

Labor cost is \$9,600.00.

The Material cost is \$16,070.10. Total cost is \$26,915.53

Yours truly,

Dan Reynolds A. C. Landscape

nl.\_-Approved by;

Date; 96/17

Note; The job will take a 4 man crew 6 days to complete.

Note; The material will take 10 days working days to receive after approval.

Phone; (949) 766-0545

e-mail a.c.landscape@me.com

fax; (949) 766-0547



### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of October 12, 2017 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

#### MARY BESTGEN

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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$16,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. 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**

By:

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

Board Approval Date: October 11, 2017

ignature:	
Jame:	
Title:	
Address:	
Email Address:	
EIN:	

### EXHIBIT A

# FEE SCHEDULE

Mary Bestgen 33801 Diana Dr. Dana Point, CA 92629 (949) 573-8798

mrsbestgen@gmail.com

ST MIND Music Keyboard Consultant Oak Grove Elementary School Grades 2 and 3

Rate of Pay: \$48.00/hour

Effective: August, 25, 2017 - August 25, 2018

Mary Bestgen

Date

EXHIBIT 5 59 of 312 Page 2 of 3

# FEE SCHEDULE

Mary Bestgen 33801 Diana Dr. Dana Point, CA 92629 (949) 573-8798

mrsbestgen@gmail.com

ST Music Keyboard Consultant Marblehead Elementary School Grades 2 and 3

Rate of Pay: \$48.00/hour

Effective: August, 25, 2017 - August 25, 2018

Mary Bestgen

Date

EXHIBIT 5 60 of 312 Page 3 of 3



### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

### **STEPPING STONES THERAPY, 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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 **\$9,000.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. 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: October 11, 2017

CONSULTANT		
Signature:	 	
Name:		
Title:		
Address:		
Email Address: _	 	

Professional **EXHUENTIAS** Agreement Capistrano Unified School District **Page 1 of 3** 

# EXHIBIT A



### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

#### SPECIAL CONDITIONS

#### Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Stepping Stones Therapy, Inc.**, 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. <u>Conflict of Interest</u>: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
- 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. <u>Report</u>: 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.
- <u>Assessment Documentation</u>: 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.

Type of Assessment	Qualification of Assessor	Approved Rate	
Speech Language Assessment	Credentialed Speech Pathologist	Not to exceed \$1,500	

Consultant

**Received by:** 

**District Representative** 

Date

**EXHIBIT 5** Page 2 of 312 Page 2 of 3

### Stepping Stones Therapy, Inc. Social Cognition Groups 3900 Birch Street, Suite 103 Newport Beach, CA 92660 (949) 955-0010 Fax (949) 955-0033

### Office Policies

- 1. One clinical hour (50 minutes) of Group Speech and Language Therapy (92508) will be billed at a rate of \$125.00
- 2. One clinical hour (50 minutes) of Individual Speech and Language Therapy (92507) is billed at a rate of \$160.00
- 3. A clinical half-hour (25 minutes) of Individual Speech and Language Therapy (92507) is billed at a rate of \$95.00
- Speech and Language Evaluations (92506) will be billed at a rate of \$2250. This will include Standardized and Non-Standardized Assessments, Observations, Writing, and IEP attendance.
- 5. All appointments must be cancelled within 24 hours or the session will be charged at our regular rate.
- 6. Requests for progress reports and/or updated treatment plans must be made at least 14 days in advance.
- 7. Balances 30-days past due will incur a 10% penalty.

Brock Tropea, M.A., CCC-SLP CA License - 13282



### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of October 12, 2017 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

#### THE ALARM AND SPRINKLER COMPANY, 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$80,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. 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.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

### **Capistrano Unified School District**

By:

Name: Lynh N. Rust Title: Executive Director, Contracts & Purchasing Board Approval Date: October 11, 2017

Name: Title:	 
Email Address: _ FEIN:	

Exhibit A

## The Alarm and Sprinkler Company. Inc.

"Fire sprinklers, Fire Alarms & Emergency Lightings" P.O. Box 10034 Santa Ana, CA. 92711 866-496-4456Ph. / 866-496-4754 fax

WWW.TAASCO.COM

Licensed-bonded-Insured CSLB - C7, C10, C16 #978587

Service@Taasco.com

### To: Capistrano U.S.D.

Job to: All Sites

**Date:** 5/02/17

32972 Calle Perfecto San Juan Capistrano, CA. Attn: Tyler B. 949-573-2787 Cell.

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

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

# Payment: Upon Completion

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

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

# T.A.A.S.C.O. INC.: Hector Romero DATE OF PROPOSAL: 5/02/17

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

Acceptance of Proposal:

DATE OF SIGN:

(Signed by Owner, authorized officer, authorized person or agent) PLEASE SIGN AND FAX BACK TO: 866-496-4754

"Serving Fire Protection Since 1992" Service & Testing of all Fire Protection Devices Ph 866-496-4456/Fx 866-496-4754 Service@Taasco.com Calif. Fire Protection Contractors License C-7, 10, 16 # 978587 LAFD RESULTION R-4135

Page 2 of 2

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### PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

### **INVO HEALTHCARE 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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$10,000.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. 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: October 11, 2017

CONSULTANT		
Signature:	 	
Name:		
Title:		
Address:		
Email Address: _	 	

Professional SXHUBM as for Agreement Capistrano Unified School District 00 01 51 F Page 1 of 2 EXHIBIT A



# Capistrano Unified School District 2017-18

### **Services and Fees**

Speech and Language Pathology

\$74.00 per hour



### **PROFESSIONAL SERVICES MASTER AGREEMENT**

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

### SCOTT LARSON

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 "<u>Consulting Services</u>");

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$10,000.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. 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: October 11, 2017

CONSULTAN'	Г		
Signature:		 	
Name:			
Title:			
Address:			
Email Address:		 	
Email Address: FEIN		 	

Professional **EXHLEDIT** aster Agreement Capistrano Latified School District **Page 1 of 3** 

### EXHIBIT A



### **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. Scott Larson, 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. <u>Report</u>: 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.

<b>Type of Assessment</b>	Qualification of Assessor	Approved Rate
Psycho-Education	Licensed Educational or Clinical Psychologist	Not to exceed \$3,500/assessment

Consultant

09/15/17

Date

**Received by:** 

**District Representative** 

Date

1151 Dove Street, Suite 240 Newport Beach, CA 92660 (949) 689-6047

Attn: Patti Kane

09/06/17

Example of standard services performed as part of an assessment.

All services (with the exception of travel) billed at \$200 an hour. As my assessments tend to be targeted specifically at the referral question, it is difficult to determine the exact services to be rendered prior to reviewing available records and parent/teacher interview. However, a \$3500.00 contract ceiling would cover any anticipated costs for an comprehensive assessment and I would bill less if less services were provided. Note that the term "neuropsychological testing" would also include relevant educational and social/behavioral assessment.

Typical TransactionsRecord ReviewParent InterviewSchool ObservationNeuropsychological TestingReport GenerationParent FeedbackIEP ParticipationExample Typical Breakdown1.5 hr Parent Interview/Developmental history1 hr School Observation8 hr Neuropsychological Assessment (split over 2-3 days)4 hr Record review/Report Generation

- 1 hr Patient Feedback
- 2 hr Participation in IEP

If I can provide you any more information, please let me know.

-Scott Larson Ph.D.

Scott Larson, Ph.D. Clinical Psychology Tax ID: 20-1294026 Calif. Lic. # PSY 19684

> EXHIBIT 5 70 of 312 Page 3 of 3



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

### FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this  $12^{th}$  day of <u>October 2017</u>, by and between <u>KYA SERVICES LLC</u>., 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:

 The Contractor shall furnish the District for an amount estimated to be \$ <u>34,280.94</u> for the following:

Provide materials and installation of Centiva LVT flooring; and provide material and labor to primer, paint, and patch existing walls, overhead beams and trim around windows at Shorecliffs Middle School Room 203 & Storage Room. As described in the attached Exhibit A.

- 2. The term of the Contract shall begin on July  $1^{\text{st}}$ , 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 <u>Director of Maintenance & Operations</u> 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

> EXHIBIT 5 71 of 312 Page 1 of 8

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

	W-9 Request for Taxpayer Identification Number and Certification
	Quote/Proposal, dated <u>#1-1-12117, August 11, 2017</u>
	Plans and Specifications/Scope of Work
	Worker's Compensation Certificate
	Purchase Order Number <u>L68A0137 &amp; L97R0058</u>
	Liability Insurance Certificate
	Guarantee
	Certification by Contractor of Criminal Records Check
	Contractor's Certificate Regarding Non-Asbestos Containing Materials
	Payment Bond \$ 34,280.94
	Faithful Performance Bond \$_34,280.94
	California State Contractor's License Number <u>984827 – Expires 6/30/2019</u>
	Drug-Free Workplace Certification
	Tobacco Use Policy
	DIR Registrations No. 10000003379 – Expires 6/30/2018
$\square$	Other

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:

**CONTRACTOR:** 

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

 
 Signature
 Signature

 Lynh N. Rust
 Print Name

 Print Name
 Print Name

 Executive Director, Contracts & Purchasing Title
 Title

 Board Approval Date: October 11, 2017
 Title

 Contractor's License No.
 Tax ID/Social Security No. (Corporate Seal, if Incorporated) Field Service Agreement Capistrano Unified School District

EXHIBIT 5

Page 2 of 8

Exhibit A



# 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: August 11, 2017

To: College and Career Advantage

Attn: Ted Norman

Phone: 949-234-9533

Pages: 6

Project Name: Capo USD - Shorecliffs MS- RM #203 & Storage - Centiva

LVT & Paint Walls Revised

Proposal Number: 1-1-12117

CMAS Contract:

Base Contract:

Contract Terms:

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.lvey@theKYAgroup.com Tel: (714) 659-6475 | Fax: (714) 586-5526 Website: www.theKYAgroup.com 1522 Brookhollow Dr., Suite 3 Santa Ana, CA 92705

EXHIBIT 5 73 of 312 Page 3 of 8



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

Capo USD - Shorecliffs MS- RM #203 & Storage - Centiva LVT & Paint Walls R	Quantity	U/M	Price	Value
CENTI 6000SP (4 GAL)	3.00	EA	\$99.21	\$297.63
	200.00	I D	<b>01 (7</b>	\$224.00
Supply 4" Burke Base - Color TBD	200.00	LF	\$1.67	\$334.00
Supply Centiva - Contour - Mocha	1,350.00	SF	\$6.00	\$8,100.00
Demo Existing Carpet	154.00	SY	\$6.00	\$924.00
Standard Floor Prep	5.00	HRS	\$92.00	\$460.00
Install Tandus Centiva LVT	1,350.00	SF	\$2.67	\$3,604.50
Install Tandus Charcoal Geo Tiles	6.00	SY	\$8.00	\$48.00
Install 4" Topset Rubber Base	200.00	LF	\$1.67	\$334.00
Supply and Install Reducer Strips	48.00	LF	\$3.33	\$159.84
Sundries and Deliveries	1.00	EA	\$333.33	\$333.33
Addiitional Labor for Cutting Around Electrical	4.00	HRS	\$92.00	\$368.00
Primer, Paint and Patch Existing Walls - See Notes for Paint Colors	3,000.00	SF	\$5.75	\$17,250.00
Paint Overhead Beams - Brown	2.00	EA	\$225.00	\$450.00
Paint Trim Around Windows - Brown	8.00	EA	\$75.00	\$600.00
Freight	1.00	EA	\$364.00	\$364.00
Sales Tax	1.00	EA	\$653.64	\$653.64
	Total	Price		\$34,280.94

### **SCOPE OF WORK - PRICING**



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

Proposal: 1-1-12117

**To:** College and Career Advantage 33122 Valle Road, San Juan Capistrano, CA 92675

c/o: College and Career Advantage
RA: Andrea Ivey
RA Phone: (619) 730-9073
RA Email: Andrea.Ivey@theKYAgroup.com
Site: Shorecliffs Middle
Address: 240 Via Socorro, San Clemente 92672

Date: August 11, 2017 Terms: Net 30 CMAS Contract: Base Contract: Contract Terms:

#### Site Qualifications and General Scope of Work

Paint Colors (All Dunn Edwards):

Dark Blue - Doors and Frames - DE5846 Lapis - Semi-Gloss Light Blue - Walls - DE582 Overcast Sky - Low Sheen Light Grey - Walls/Cabinet Doors - DET625 Reclaimed Wood - Low Sheen White - Lower Walls - DEW341 Swiss Coffee - Low Sheen Brown - Beams/Window Trim - DET630 Renwick Brown - Flat

**Notes:** Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

Initials

DIR # 1000003379



### 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

<sup>1-</sup> ÉXHIBIT 5
77 of 312 Page 7 of 8



#### 15) Force Majeure: 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:	Audrea Ivey
By: (Print)	By: (Print)	Andrea Ivey
Dy. (FIIIIC)	Dy. (FIIIII)	Andrea ivey
Title:	Title:	Regional Advisor
Date:	Date:	August 11, 2017



### **PROFESSIONAL SERVICES MASTER AGREEMENT**

This Agreement for Professional Services ("<u>Agreement</u>") 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 "<u>Party</u>" or collectively as the "<u>Parties</u>".

### FAGEN FRIEDMAN & FULFROST LLP

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

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

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

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services</u>. 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 "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses</u>. 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.

<u>Term of Agreement</u>. The term of this base Agreement is for **September 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: October 11, 2017

CONSULTAN	Г		
Signature:		 	
Name:			
Title:			
Address:			
Email Address:		 	
FEIN			

Professional **EXHUENT** as a regreement Capistrano Laified School District Page 1 of 5

### EXHIBIT A



Fagen Friedman & Fulfrost LLP

### AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Capistrano Unified School District ("Client") and the law firm of Fagen Friedman & Fulfrost LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2017 through June 30, 2018:

1. <u>CONDITIONS.</u> This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. <u>SCOPE OF SERVICES.</u> Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

**3.** <u>CLIENT'S DUTIES.</u> Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. <u>CONSULTANT SERVICES.</u> Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5.** <u>EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING</u>. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. <u>LEGAL FEES AND BILLING PRACTICES.</u> Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

EXHIBIT 5 80 of 312 Page 2 of 5 The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. <u>COSTS AND OTHER CHARGES.</u> (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**8.** <u>BILLING STATEMENTS.</u> Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**9. <u>DISCHARGE AND WITHDRAWAL.</u>** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

**10. <u>DISCLAIMER OF GUARANTEE AND ESTIMATES.</u>** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments

about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**11.** <u>ENTIRE AGREEMENT.</u> This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12.** <u>MODIFICATION BY SUBSEQUENT AGREEMENT.</u> This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**14.** <u>MEDIATION CLAUSE.</u> If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**15.** <u>EFFECTIVE DATE.</u> This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Capistrano Unified School District

Clark Hampton, Superintendent

Fagen Friedman & Fulfrost LLP

Chris Keeler, Managing Partner

DATE:

DATE: June 21, 2017



Fagen Friedman & Fulfrost LLP

# PROFESSIONAL RATE SCHEDULE

Capistrano Unified School District July 1, 2017 through June 30, 2018

# 1. HOURLY PROFESSIONAL RATES

# **Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$215 per hour
Partner	\$275 -300 per hour
Paralegal/Law Clerk	\$135 per hour
Paralegal/Law Clerk (Bar Admitted Outside CA)	\$215 per hour
Education Consultant	\$185 per hour
Communication Services Consultant	\$245 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

# 2. <u>ON-SITE LEGAL SERVICES</u>

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

# 3. <u>COSTS AND EXPENSES</u>

In office Photocopying Facsimile Charges Postage On-line Legal Research Subscriptions Administrative Overhead Mileage No Charge No Charge No Charge No Charge IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

#### FIRST AMENDMENT TO ICA NO. 1516204

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND P2S ENGINEERING, INC.

This First Amendment to ICA No. 1516204 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and P2S Engineering, Inc. (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS on February 10, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from October 1, 2015 through September 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to ICA No. 1516204; and

WHEREAS, District desires to amend ICA No. 1516204 to reflect a contract term through September 30, 2018;

NOW, THEREFORE, said Agreement is amended as follows:

1. The contract term for ICA No. 1516204 is valid through September 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:	By:	
Signature	Signature	
Lynh N. Rust Print Name	Print Name	
Executive Director, Contracts & Purchasing Title	Title	
Board Approval Date: October 11, 2017	Date:	

EXHIBIT 1



#### INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement</u>") is effective as of February 11, 2016 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

#### P2S ENGINEERING, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

<u>Fces and Expenses.</u> 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: \$97,600 in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is October 1, 2015 through September 30, 2017 and may be extended upon mutual agreement 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 WIFNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DIS TRI By:

Name: Linh N. Rust Title: Recutive Director, Contracts & Purchasing Board Approval Date: February 10, 2016

CONTRACTOR
Signature
Name: Kevin L. Peterson, PE
Title: President/CEO
Address 5000 E Spring St. 8th Floor
Long Beach, CA 90815
Email Address: Kevin.peterson@p2seng.com
FEIN

CUSD INDEPENDENT CONTRACTOR AGREEMENT NO. ICA 1516204 CAPISTRANO UNIFIED SCHOOL DISTRICT Gen. Terms/Conditions Page - 1 -



#### **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. <u>Invoicing</u>. 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. <u>Expenses</u>. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Contractor</u>. 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. <u>Originality of Services</u>. 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. <u>Copyright/Trademark/Patent</u>. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
- 7. <u>Termination</u>. 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. <u>Return of District Property</u>. 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
- 12. <u>Notices</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other that 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-waiver</u>. 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. <u>Severability</u>. 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. <u>Attorney Fees/Costs.</u> 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. <u>Governing Law</u>. 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. <u>Construction of Agreement</u>. 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 <u>California Civil Code</u> section 1654.
- 23. <u>Conflict</u>. 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. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. 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 <u>Consultant's Employees</u>. 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

#### 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 determing 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 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

> CUSD INDEPENDENT CONFIGURATION AS REEMENT NO. ICA 1516204 CAPISTRANOU CAPISTRA

#### CUSD. Contract No. ICA 1516204

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

[Remainder of page intentionally left blank]

#### **REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

#### **Certificates of Insurance**

 Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or

Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04

✓ Business Auto Liability Insurance

✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

✓ Certification by Contractor Criminal Records Check

✓ W-9

Live Scan (District requires DOJ and FBI clearance)

TB Test

✓ Conflict of Interest Form

EXHIBIT A



October 28, 2015

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

# Subject: Commissioning Services Proposal for CUSD Esencia K-8

Dear Ryan,

Thank you very much for considering P2S Commissioning for the referenced project. This proposal is based on our meeting at Capistrano Unified School District (CUSD) on 10/1/15 and the Schematic Design package prepared by HMC. We are pleased to provide you our following proposal that defines our statement of understanding, scope of services, deliverables, and fees.

In addition, as the project manager for this project I will be the main point of contact for P2S' Cx Team and will be involved in the attendance at the meetings identified in the scope below.

#### STATEMENT OF UNDERSTANDING

The Esencia K-8 School site is within the Ranch's Esencia community (Planning Area II), which is the next master community coming online with various sized residences, the Esencia Farms, parks, trail and the Canyon House overlooking the canyon preserve.

The new campus will consist of the following buildings for a total square footage of 94,768:

- Building 1 Administration/Food Service/Media: 22,583 SF
- Building 2 Kindergarten and Daycare: 15,967 SF
- Building 3 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Grade Classrooms: 19,970 SF
- Building 4 4th and 5th Grade Classrooms: 11,623 SF
- Building 5 6<sup>th</sup> and 7<sup>th</sup> Grade Classrooms: 10,468 SF
- Building 6 Locker Room Building: 3,657 SF
- Building 7 Science Labs and 8<sup>th</sup> Grade Classrooms: 10,500 SF

The Owner would like to pursue all the commissioning requirements set forth in the 2013 California Energy Code, Title 24, Part 6. In addition, the project will be required to pursue CA-CHPS Fundamental Commissioning.

#### SCOPE OF SERVICES

### **T24 Required Commissioned Systems**

- 1. Building energy management and control (EMS) systems
- 2. Heating, ventilating and air conditioning systems
- 3. Indoor lighting system and controls
- 4. Landscape irrigation systems
- 5. Scheduled or occupancy sensor lighting controls
- 6. Daylight dimming controls
- Domestic hot water heating systems for general use.

 P25 Engineering, Inc.
 T 562.497.2999

 5000 East Spring Street, 8th Floor
 F 562.497.2990

 Long Beach, CA USA 90815-5218
 www.p2senEcault

Engineering Services Proposal to: Ryan Carter, Capistrano Unified School District October 28, 2015 Page 2 of 4

#### **Design Phase Commissioning Services**

- Perform commissioning reviews of the design, drawings and specifications for the 50% DD, 100% DD, 50% CD and 100% CD submittals, coinciding with the mechanical systems review. Reviewed documents will include Owner's Project Requirements (OPR), Basis of Design (BOD), and project documents.
- 2. Develop full commissioning specifications for commissioned equipment and systems.
- Prepare and provide necessary commissioning documentation related to Title 24, Part
   At a minimum, this will include the Cx Plan and CXR Forms required for plan check.
- 4. Attend (2) on-site meetings during the pre-design phase.
- 5. Attend (2) on-site meetings during the design phase.

#### **Construction Phase Commissioning Services**

- Coordinate the commissioning work and, with the contractor and construction manager (CM), ensure that commissioning activities are being incorporated into the master schedule.
- 2. Plan and conduct a commissioning kickoff meeting and distribute minutes.
- 3. During construction plan and conduct (2) on-site Cx specific meetings and distribute minutes.
- 4. Review applicable submittals from the contractor related to commissioning. This includes HVAC, controls, testing and balancing (TAB) submittals and O&M materials.
- 5. Gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained.
- 6. Review requests for information and change orders for impact on commissioning and Owner objectives. The review of such change orders related to commissioning will be at no additional cost to the District.
- 7. Write and distribute prefunctional checklists for commissioned equipment.
- 8. Review HVAC piping pressure test and flushing documentation, sufficient to be confident that proper procedures were followed.
- 9. Review any ductwork testing and cleaning documentation sufficient to be confident that proper procedures were followed.
- 10. Document construction checklist completion and systems startup by reviewing completed prefunctional checklists and startup reports and by selected site observation.
- 11. Review air and water balancing reports.
- 12. Write the functional performance test procedures for equipment and systems.
- 13. Coordinate, witness and document manual functional performance tests performed by installing contractors.
- 14. Analyze functional performance trend logs and monitoring data to verify performance.
- 15. Review and comment on training material prepared by the Contractor.
- 16. Compile a Commissioning Record.
- 17. Compile a Systems Manual.
- Prepare and provide necessary commissioning documentation related to Title 24, Part
   Subject documentation is required for Certificate of Occupancy.

#### Warranty Period Commissioning Services

The following warranty period commissioning services will be provided with the following scope



Engineering Services Proposal to: Ryan Carter, Capistrano Unified School District October 28, 2015 Page 3 of 4

and is required for CA-CHPS Fundamental Cx:

- 1. Supervise the required opposite season or deferred testing and deficiency corrections; and provide the final testing documentation.
- 2. Return to the site at 10 months into the 12-month warranty period and review with campus facility staff the current facility operation and the condition of outstanding issues related to the original and seasonal commissioning.
  - a) Make suggestions for improvements and for recording these changes in the O&M manuals.
  - b) Identify areas that may come under warranty or under the original construction contract.
  - c) Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

#### **ASSUMPTIONS**

- During functional testing, one re-test of each of the commissioned systems will be allowed (excluding time to fix minor issues). Any further retesting that must be conducted after the first re-test will be performed on a time and expense basis upon approval by the Owner. It is the intent that the readiness of the equipment to be tested will be coordinated by the CxA team with the Contractor and verified prior to testing. If the Contractor has requested the CxA team to perform testing prior to being ready, this will be a back-charge to the Contractor after the first re-test. This language will be included in the Commissioning Specifications to put the burden on the Contractor.
- 2. Testing of any other building systems than those described are not included in this proposal. Any such services could be added upon the request of the Owner.
- 3. On-site renewable energy, site-built fenestration, and building enclosure testing are not currently part of the project and have been excluded from the Cx scope.
- 4. Electrical Lighting Compliance Testing is excluded from the proposal, but could be added upon request of the Owner.
- 5. We assume that the project will be designed and constructed as a single phase.
- 6. Acoustical testing is not part of the scope of this project.
- 7. The future relocatable buildings are not part of the Cx scope.

#### **FEES**

We propose to undertake the Cx portion of this project defined in this proposal for a fixed fee of **NINETY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$97,600)**. Invoicing will be monthly based on percent of work complete.

We look forward to the opportunity of working with you on the subject project. If you have any questions, please contact me.

Sincerely,

**P2S ENGINEERING, INC.** 



THE VISION TO CHANGE. THE INTEGRITY TO SUSTAIN,



1011 - 114 T.A.

Engineering Services Proposal to:

Page 4 of 4

pla

P15-1127 Ltr20151028-RC

jd

Ryan Carter, Capistrano Unified School District October 28, 2015

James Del Monaco, P.E., CxA, LEED AP BD&C Sustainability Director/Mechanical Group Manager

#### FIRST AMENDMENT TO ICA NO. 1516210

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND P2S ENGINEERING, INC.

This First Amendment to ICA No. 1516210 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and P2S Engineering, Inc. (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS on February 24, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from November 1, 2015 through September 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to ICA No. 1516210; and

WHEREAS, District desires to amend ICA No. 1516210 to reflect a contract term through October 31, 2017;

NOW, THEREFORE, said Agreement is amended as follows:

1. The contract term for ICA No. 1516210 is valid through October 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:	By:	
Signature	Signature	
Lynh N. Rust Print Name	Print Name	
Executive Director, Contracts & Purchasing Title	Title	
Board Approval Date: October 11, 2017	Date:	

EXHIBIT 1



# INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement</u>") is effective as of February 25, 2016 ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

#### P2S ENGINEERING, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "<u>Contracted Services</u>"), 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.

<u>Fees and Expenses.</u> 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: **\$19,150.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is for November 1, 2015 through September 30, 2017, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

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

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s) IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

#### DISTRICT

By:

Name: Lynh N. Rust Title: Executive Director, Contracts & Purchasing Board Approval Date: February 24, 2016

Signature		
Name:		
Title:		
Address		
Email Add	lress:	

#### **GENERAL CONDITIONS**

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

- 1. <u>Engagement of Services</u>. 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. <u>Invoicing</u>. 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. <u>Expenses</u>. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Contractor</u>. 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. <u>Originality of Services</u>. 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. <u>Copyright/Trademark/Patent</u>. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
- 7. <u>Termination</u>. 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. <u>Return of District Property</u>. 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
- 12. <u>Notices</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other that 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-waiver</u>. 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. <u>Severability</u>. 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. <u>Attorney Fees/Costs.</u> 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. <u>Governing Law</u>. 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. <u>Construction of Agreement</u>. 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 <u>California Civil Code</u> section 1654.
- 23. <u>Conflict</u>. 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. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. 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 <u>Consultant's Employees</u>. 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

#### 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 determing 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 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. <u>Expedited Arbitration</u>

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

> CUSD INDEPENDENT CONFRACTORIAS REEMENT NO. ICA 1516210 CAPISTRANOU TOTO STATUS CAPISTRANOU TOTO STATUS CAPISTRANOU TOTO STATUS CAPISTRANOU TO STATUS CAPIS

#### CUSD. Contract No. ICA 1516210

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

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# **REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

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

EXHIBIT A



October 28, 2015

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

Subject: Commissioning Services Proposal for CUSD San Clemente HS Classroom Addition

Dear Ryan,

Thank you very much for considering P2S Commissioning for the referenced project. This proposal is based on our meeting at Capistrano Unified School District (CUSD) on 10/1/15 and the Schematic Design package prepared by HMC. We are pleased to provide you our following proposal that defines our statement of understanding, scope of services, deliverables, and fees.

#### STATEMENT OF UNDERSTANDING

San Clemente High School, located in San Clemente, intends construct a new 19,776 SF classroom building on the campus. The building will be 2-stories and include 24 classrooms as well as core space, restrooms, electrical and other minor support spaces.

The Owner would like to pursue all the commissioning requirements set forth in the 2013 California Energy Code, Title 24, Part 6.

In addition, as the project manager for this project I will be the main point of contact for P2S' Cx Team and will be involved in the attendance at the meetings identified in the scope below.

#### SCOPE OF SERVICES

# T24 Required Commissioned Systems

- 1. Building energy management and control (EMS) systems
- 2. Heating, ventilating and air conditioning systems
- 3. Indoor lighting system and controls
- 4. Landscape irrigation systems
- 5. Scheduled or occupancy sensor lighting controls
- 6. Daylight dimming controls
- 7. Domestic hot water heating systems for general use.

# **Design Phase Commissioning Services**

- Perform commissioning reviews of the design, drawings and specifications for the 50% DD, 100% DD, 50% CD and 100% CD submittals, coinciding with the mechanical systems review. Reviewed documents will include Owner's Project Requirements (OPR), Basis of Design (BOD), and project documents.
- 2. Develop full commissioning specifications for commissioned equipment and systems.
- Prepare and provide necessary commissioning documentation related to Title 24, Part
   At a minimum, this will include the Cx Plan and CXR Forms required for plan check.
- 4. Attend (2) on-site meetings during the design phase.

P25 Engineering, Inc. 5000 East Spring Street, 8th Floor Long Beach, CA USA 90815-5218

T 562.497.2999 F 562.497.2990 www.p2sengEXHIB Page 9.0 THE VISION TO CHANGE. THE INTEGRITY TO SUSTAIN Engineering Services Proposal to: Ryan Carter, Capistrano Unified School District October 28, 2015 Page 2 of 3

#### **Construction Phase Commissioning Services**

- Coordinate the commissioning work and, with the contractor and construction manager (CM), ensure that commissioning activities are being incorporated into the master schedule.
- 2. Plan and conduct a commissioning kickoff meeting and distribute minutes.
- 3. During construction plan and conduct (2) on-site Cx specific meetings and distribute minutes.
- 4. Review applicable submittals from the contractor related to commissioning. This includes HVAC, controls, testing and balancing (TAB) submittals and O&M materials.
- 5. Gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained.
- 6. Review requests for information and change orders for impact on commissioning and Owner objectives. The review of such change orders related to commissioning will be at no additional cost to the District.
- 7. Write and distribute prefunctional checklists for commissioned equipment.
- 8. Review HVAC piping pressure test and flushing documentation, sufficient to be confident that proper procedures were followed.
- 9. Review any ductwork testing and cleaning documentation sufficient to be confident that proper procedures were followed.
- 10. Document construction checklist completion and systems startup by reviewing completed prefunctional checklists and startup reports and by selected site observation.
- 11. Review air and water balancing reports.
- 12. Write the functional performance test procedures for equipment and systems.
- 13. Coordinate, witness and document manual functional performance tests performed by installing contractors.
- 14. Analyze functional performance trend logs and monitoring data to verify performance.
- 15. Review and comment on training material prepared by the Contractor.
- 16. Compile a Commissioning Record.
- 17. Compile a Systems Manual.
- Prepare and provide necessary commissioning documentation related to Title 24, Part
   Subject documentation is required for Certificate of Occupancy.

#### Warranty Period Commissioning Services

The following warranty period commissioning services will be provided as an add service with the following scope:

- 1. Supervise the required opposite season or deferred testing and deficiency corrections; and provide the final testing documentation.
- 2. Return to the site at 10 months into the 12-month warranty period and review with campus facility staff the current facility operation and the condition of outstanding issues related to the original and seasonal commissioning.
  - Make suggestions for improvements and for recording these changes in the O&M manuals.
  - b) Identify areas that may come under warranty or under the original construction contract.
  - c) Assist facility staff in developing reports and documents and requests for services

THE VISION TO CHANGE. THE INTEGRITY TO SUSTAIN.



Engineering Services Proposal to: Ryan Carter, Capistrano Unified School District October 28, 2015 Page 3 of 3

to remedy outstanding problems.

#### **ASSUMPTIONS**

- During functional testing, one re-test of each of the commissioned systems will be allowed (excluding time to fix minor issues). Any further retesting that must be conducted after the first re-test will be performed on a time and expense basis upon approval by the Owner. It is the intent that the readiness of the equipment to be tested will be coordinated by the CxA team with the Contractor and verified prior to testing. If the Contractor has requested the CxA team to perform testing prior to being ready, this will be a back-charge to the Contractor after the first re-test. This language will be included in the Commissioning Specifications to put the burden on the Contractor.
- 2. Testing of any other building systems than those described are not included in this proposal. Any such services could be added upon the request of the Owner.
- 3. On-site renewable energy, site-built fenestration, and building enclosure testing are not currently part of the project and have been excluded from the Cx scope.
- 4. Electrical Lighting Compliance Testing is excluded from the proposal, but could be added upon request of the Owner.

#### FEES

We propose to undertake the Cx portion of this project defined in this proposal for a fixed fee of NINETEEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$19,150). Invoicing will be monthly based on percent of work complete. Following is a breakdown of the fees by services:

Title 24 Commissioning Services	\$16,650
Warranty Period Commissioning	\$2,500

We look forward to the opportunity of working with you on the subject project. If you have any questions, please contact me.

Sincerely,

**P2S ENGINEERING, INC.** 

el/\_

James Del Monaco, P.E., CxA, LEED AP BD&C Sustainability Director/Mechanical Group Manager

P15-1100 Ltr20151028-RC jd

> THE VISION TO CHANGE. THE INTEGRITY TO SUSTAIN

#### FIRST AMENDMENT TO MCA NO. 1718018

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PORTVIEW PREPARATORY INC.

This First Amendment to MCA No. 1718018 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Portview Preparatory Inc. (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS on June 28, 2018, 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 MCA No. 1718018; and

WHEREAS, District desires to amend MCA No. 1718018 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. 1718018 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:	By:	
Signature	Signature	
Lynh N. Rust Print Name	Print Name	
Executive Director, Contracts & Purchasing Title	g Title	
Board Approval Date: October 11, 2017	Date:	

	view Treparatory	7-0129429		
	ol, Inc. NPUBLIC SCHOOL OR AGENCY)		(C	ONTRACT YEAR)
Per (	CDE Certification, total enrollment may not exceed	If blank, the CDE Certific		be as determine by
amount Special	chedule. This rate schedule limits the number of LEA studen of the contract. It may also limit the maximum number of education and/or related services offered by CONTRACTO services during the term of this contract shall be as follows:	f students that can	be provided	specific services.
	ent under this contract may not exceed LEA enrollment may not exceed			-
		Rate	Perio	d
	sic Education Program/Special Education Instruction sic Education Program/Dual Enrollment	\$185.00	Day	
Per dier	m rates for LEA students whose IEPs authorize less than a fu	Ill instructional day	may be adju	isted proportionally.
B. <u>Rel</u>	ated Services			
(1)	a. Assistive Technology - Individual	-	\$110.00	Hour
	b. Assistive Technology – Group	-	\$80.00	Hour
	c. Assistive Technology – Consult		\$110.00	Hour
(2)	Transportation		\$90.00	Day
(3)	a. Educational Counseling – Individual	-		
	b. Counseling – Parent Group		\$45.00	Hour
	c. Counseling – Parent – Individual/Consult		\$100.00	Hour
(4)	a. Adapted Physical Education – Individual	_		
	<ul> <li>b. Adapted Physical Education – Group of</li> </ul>			
	c. Adapted Physical Education – Group of			
(5)	a. Language and Speech Therapy – Individual		\$120.00	Hour
	b. Language and Speech Therapy – Group of 2		\$80.00	Hour
	c. Language and Speech Therapy – Group of 3	_		
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech – Consultation Rate	_	\$120.00	Hour
(6)	a. Additional Classroom Aide - Individual (must be authorized	ed on IEP)	\$35.00-	Hour
	h Additional Instructional Assistant Group of 2		\$45.00	
	<ul> <li>b. Additional Instructional Assistant – Group of 2</li> <li>c. Transportation Aide –</li> </ul>	-	\$35.00-	Hour
	c. Transportation Alde –		\$35.00- \$45.00	Hou
(7)	Intensive Special Education Instruction**	-	φ12.00	
(8)	a. Occupational Therapy – Individual	-	\$100.00	Hour
(0)	b. Occupational Therapy – Group of 2	-	\$85.00	Hour
	c. Occupational Therapy – Group of 3	-	φ <b>05.00</b>	11001
	d. Occupational Therapy – Group of 4 - 7	-		
	e. Occupational Therapy – Consultation Rate	-	\$135.00	Hour
(9)	a. Physical Therapy - group	-	\$85.00	Hour
$(\mathcal{I})$	b. Physical Therapy – consult		\$135.00	Hour
(10)	a. Behavior Intervention	-	+	
()	b. Behavior Intervention – Supervision	-		
	Provided by:	-		
(11)	Nursing Services	-		
(12)	Residential Board and Care	-		
(12)	Residential Mental Health Services EXHIBIT 5	-		
. ,		Special Education Teacher.		227 of 935
				-

# **EXHIBIT A-1: RATES**

**CONTRACTOR NUMBER** 

CONTRACTOR

2017-2018

**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")

#### PORTVIEW PREPARATORY 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:

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

<u>Fees and Expenses.</u> 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 <u>one vear</u> 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.

X Master Contract 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.

"CONTRACTOR"

#### "DISTRICT"

By: Capistrano Unified School District

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: June 28, 2017

B): <u>Port View Arparatory</u> Nome: Edward S. Miguel Tille: Administrator

Emuil address <u>Emiguel portviewpre</u>paratory.com FEIN/SSN <u>44.3863876</u>

\$/1/2017

# **REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

·AL	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 <b>must be accompanied</b> by Form CG 20 37 07 04
$\checkmark$	Business Auto Liability Insurance
$\checkmark$	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 CAPISTRANO UNIFIED SCHOOL DISTRICT District Contract Year 2017-2018 Х Nonpublic School Nonpublic Agency **Type of Contract:** 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.

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2017-2018

CONTRACT NUMBER: 1718018

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 29<sup>th</sup> day of June, 2017, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Portview Preparatory 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 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 30<sup>th</sup>, 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 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

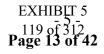
#### 8. NOTICES

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 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

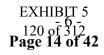
The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

### 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 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

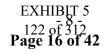
To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, 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).

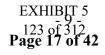
CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without 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

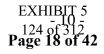
CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

#### 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 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.

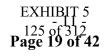
#### 22. GENERAL PROGRAM OF INSTRUCTION

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 LEAdeveloped/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.

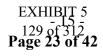
CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code 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; (f) locked seclusion except as allowable by applicable law and regulations; (f) 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  $(10^{th})$  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).

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#### 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

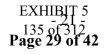
CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter 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 any direct 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

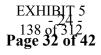
CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights 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.

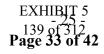
CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each 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.

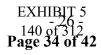
In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the 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 or 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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

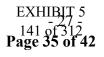
#### NONPUBLIC SCHOOL STAFF ABSENCE

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 (10<sup>th</sup>) 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

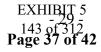
The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have <u>not</u>, 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.



CONTRACTOR,	LEA,
Port VIRW RESTRACTORY	Capistrano Unified School District
Nonpublic School/Agency	
By: Salasing Dolzelin	By: Board Approval Date
	Lynh N. Rust, Executive Director, Contracts &
Edward S. Miguel, Administrator	Purchasing
Name and Title of Muthorized	Name and Title of Authorized
Representative	Representative
Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
LISA ödendaal	Greg Merwin, Associate Superintendent, Student Support Services
Name	Name and Title
Nonpublic School/Agency/Related Service Provider	Capistrano Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
23705 Via del Rio	33122 Valle Road
Address	Address
YORBA LINDA CA 97857	San Juan Capistrano CA 92675
City State Zip	City State Zip
114 443 102 94 714 442 LE394	949-234-9424
Phone Fax	Phone Fax
Idendaal Pportviewpreparatory.com	gjmerwin@capousd.org
Email	Email
	Additional LEA Notification

(Required if completed)

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		

5117

- 30 -

EXHIBIT 5 144 of 312 Page 38 of 42

Port	TRACTOR View Preparatory	CONTRACTOR 30-66647-01294			2017-2018		
	ol, Inc. NPUBLIC SCHOOL OR AGENCY)			(C	ONTRACT YEAR)		
Per (	CDE Certification, total enrollment may not exc	eed	If blank, the CDE Certific		be as determine by		
amount Special	chedule. This rate schedule limits the number of L of the contract. It may also limit the maximum education and/or related services offered by COI services during the term of this contract shall be as	number of stude NTRACTOR, an	nts that can	be provided	specific services.		
	ent under this contract may not exceed LEA enrollment may not exceed				_		
			Rate	Perio	d		
	sic Education Program/Special Education Instructi sic Education Program/Dual Enrollment	on	\$185.00	Day			
Per dier	n rates for LEA students whose IEPs authorize less	s than a full instr	uctional day	may be adju	isted proportionally.		
B. <u>Rel</u>	ated Services						
(1)	a. Assistive Technology - Individual			\$110.00	Hour		
	b. Assistive Technology – Group			\$80.00	Hour		
	c. Assistive Technology – Consult			\$110.00	Hour		
(2)	Transportation			\$90.00	Day		
(3)	a. Educational Counseling – Individual						
(- )	b. Counseling – Parent Group			\$45.00	Hour		
	c. Counseling – Parent – Individual/Consult			\$100.00	Hour		
(4)	a. Adapted Physical Education – Individual						
	b. Adapted Physical Education – Group of						
	c. Adapted Physical Education – Group of						
(5)	a. Language and Speech Therapy – Individual	_		\$120.00	Hour		
	b. Language and Speech Therapy – Group of 2			\$80.00	Hour		
	c. Language and Speech Therapy – Group of 3						
	d. Language and Speech Therapy – Per diem						
	e. Language and Speech – Consultation Rate			\$120.00	Hour		
(6)	a. Additional Classroom Aide – Individual (mu	st be authorized on IEP)		\$35.00-	Hour		
	·	,		\$45.00			
	b. Additional Instructional Assistant – Group of	of 2					
	c. Transportation Aide –			\$35.00-	Hour		
	-			\$45.00			
(7)	Intensive Special Education Instruction**						
(8)	a. Occupational Therapy – Individual			\$100.00	Hour		
	b. Occupational Therapy – Group of 2			\$85.00	Hour		
	c. Occupational Therapy – Group of 3						
	d. Occupational Therapy – Group of 4 - 7						
	e. Occupational Therapy – Consultation Rate			\$135.00	Hour		
(9)	a. Physical Therapy - group			\$85.00	Hour		
	b. Physical Therapy – consult			\$135.00	Hour		
(10)	a. Behavior Intervention						
	b. Behavior Intervention – Supervision						
	Provided by:						
(11)	Nursing Services						
(12)	Residential Board and Care						
(13)	Residential Mental Health Services EX	HIBIT 5					
*Parent t	ransportation reimbursement rates are to be determined by the LEA. **B 142 Page	y credentialed Special E of 312 <b>39 of 42</b>	ducation Teacher		264 of 935		

#### **EXHIBIT A: RATES**

CONTRACTOR NUMBER



#### PORT VIEW PREPARATORY SCHOOLS

Ontario Campus San Bernardino County

1460 South Milliken Avenue Ontario, California 91761 **909-460-8140** 

Yorba Linda Campus Orange County

23705 Via del Rio Yorba Linda, CA 92887 **714.463.6390** 

## Rate Sheet for Contracting School Districts 2017-2018

	Individual	Group	Consult	Time Allotment	
Specialized Academic Instruction		\$185.00		daily	
Specialized Academic Instruction ESY		\$185.00		daily	
Assistive Technology Services	\$110.00	\$80.00	\$110.00	hourly	
Speech and Language	\$120.00	\$80.00	\$120.00	hourly	
	31 - 60 mins	1 - 30 mins	hourly		
<b>Occupational Therapy</b>	\$100.00	\$85.00	\$135.00		
Parent Counseling and Training	\$100.00	\$45.00	\$100.00	hourly	
Physicial Therapy	\$100.00	\$85.00	\$135.00	hourly	
Counseling	\$150.00	\$100.00	\$100.00	hourly	
<b>Behavior Intervention</b> <i>Classroom Support Provider</i> <i>Classroom Support Specialist</i> <i>Transportation Support Provider</i>	\$35.00 - \$45.00 h \$50.00 h \$35.00 h				
Vocational Education Career Development	Included as part of Specialized Academic Instruction				
Transportation	Rate is based on student pick up and drop of location				



### 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/Agen	cv				
Address				Address					
City, State Zip				City, State, 7	Zip				
LEA Case				Phone			Fax		
Manager				E-Mail					
Student		Student		Program Co	ntact Name				
Last Name		First Name		Phone			Fax		
D.O.B.		<b>I.D.</b> #		E-Mail					
Grade	Level	Sex	()M()F	Education S	chedule – Regu	ılar School	Year		
Parent/		Parent/		Number of I	Days		Numbe	r of Weeks	
Guardian		Guardian		Education Schedule – Extended School Year					
Last Name		First Name		Number of I	Days		Numbe	r of Weeks	
Address			•	Contract Be	gins		En	ıds	
City, State, Zip				Master Contract Approved					
Home		Business		by the Gover	rning Board or	1			
Phone									

#### DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration	Duration Sessions per	Maximum Number of Sessions		Estimated Maximum Total	
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<b>OTHER</b> Specify	of Session	wk/mo/yr	Reg School Year	ESY	Cost for Contracted Period	
A. BASIC EDUCATION										
<b>B. RELATED SERVICES</b>										
<ol> <li>Transportation         <ol> <li>Paid to NPS/A</li> <li>Reimburse parent</li> </ol> </li> <li>Counseling         <ol> <li>Group</li> <li>Individual</li> <li>Family</li> </ol> </li> </ol>										
3. Adapted P.E.										
<ul><li>4. Speech/Language</li><li>a. Group</li><li>b. Individual</li></ul>										
<ul><li>5. Occupational Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>										

B. RELATED SERVICES (cont'd) Continue (cont'd) (cont'd) (cont'd) (cont'd) (cont'd) (continue (co					Cost and Duration	Number of Sessions	Maximum Number of Sessions		Estimated Maximum
(cont u)		<u>NP5</u>	<u>NFA</u>	<b>OTHER</b> Specify	of Session	per wk/mo/yr	Reg School Year	ESY	Total Cost for Contracted Period
<ul><li>6. Physical Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>							Itai		
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									
		I	1		<b>I</b>	TOTAL CO	OST		\$
4. Other Provisions/Attachments: 5. Progress Reporting			PLIES	\$ _  Mont	hly	Other (Specify	_		
Requirements:									
MASTER CONTRACT APPROVEI				_	ough their duly a	uthorized agent	s or represen	itatives as	set
-CONTRA	CTOR-					-LE	A-		
(Name of Nonpublic School/Agency)				(Nam	ne of LEA)				
(Signature)			(D	ate) (Sign	ature)				(Date)
(Name and Title)				(Nam	ne of Superintenc	dent or Authoriz	ed Designee	2)	

#### FIRST AMENDMENT TO MCA NO. 1718022

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER-ROSSIER PARK SENIOR HIGH SCHOOL

This First Amendment to MCA No. 1718022 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Spectrum Center-Rossier Park Senior High School (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS on June 28, 2018, 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 MCA No. 1718022; and

WHEREAS, District desires to amend MCA No. 1718022 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. 1718022 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:	By:	
Signature	Signature	
Lynh N. Rust Print Name	Print Name	
Executive Director, Contracts & Purchasing Title	Title	
Board Approval Date: October 11, 2017	Date:	

#### **EXHIBIT A-1: RATES**

#### **CONTRACTOR NUMBER**

30-66514-6926471

#### School (NONPUBLIC SCHOOL OR AGENCY)

#### 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	\$169.69	Day	
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

**CONTRACTOR** 

Rossier Park Jr./Sr. High

a. Transportation – Zone 1	\$38.02 Rd	\$19.01	One
	trip	way	
b. Transportation – Zone 2	\$43.76 Rd	\$21.89	One
	trip	way	
c. Transportation – Zone 3		\$24.99	One
		way	
d. Transportation – Zone 4		\$33.06	One
	trip	way	
•	. <u></u>		
<b>U I —</b>			
6	<u> </u>		
1 /	\$68.71	Hour	
	<u> </u>		
	\$97.78	Hour	
	\$16.14	Hour	
b. Additional Instructional Assistant – Group of 2			
c. Transportation Aide –			
Intensive Special Education Instruction**			
b. Occupational Therapy – Group of 2			
c. Occupational Therapy – Group of 3			
d. Occupational Therapy – Group of 4 - 7			
e. Occupational Therapy – Consultation Rate			
Physical Therapy			
a. Behavior Intervention			
b. Behavior Intervention – Supervision			
Provided by:			
	<ul> <li>b. Transportation – Zone 2</li> <li>c. Transportation – Zone 3</li> <li>d. Transportation – Zone 4</li> <li>e. Parent* <ul> <li>a. Educational Counseling – Individual</li> <li>b. Educational Counseling – Group of</li></ul></li></ul>	a. Transportation – Zone 1       \$38.02 Rd         b. Transportation – Zone 2       \$443.76 Rd         trip       \$48.98 Rd         trip       \$48.98 Rd         trip       \$59.33 Rd         e. Parent*       trip         a. Educational Counseling – Individual       \$68.71         b. Educational Counseling – Group of	a. Transportation – Zone 1       \$38.02 Rd       \$19.01         trip       way         b. Transportation – Zone 2       \$21.89         trip       way         c. Transportation – Zone 3       \$48.98 Rd         trip       way         d. Transportation – Zone 4       \$59.33 Rd         trip       way         e. Parent*       trip         a. Educational Counseling – Individual

(CONTRACT YEAR)

#### **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")

#### SPECTRUM CENTER-ROSSIER PARK SENIOR HIGH SCHOOL

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

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

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

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.

**X** Master Contract **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.

<b>"DISTR</b>	RICT"	"CONTRACTOR"
By:	Capistrano Unified School District	By:
Name:	Lynh N. Rust	Name:
Title:	Executive Director, Contracts &	Title:
	Purchasing	Email address
Board A	pproval Date: June 28, 2017	FEIN/SSN

#### **REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

*An 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
$\checkmark$	Business Auto Liability Insurance
$\checkmark$	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 CAPISTRANO UNIFIED SCHOOL DISTRICT District Contract Year 2017-2018 Х Nonpublic School Nonpublic Agency **Type of Contract:** 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.

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2017-2018

CONTRACT NUMBER: 1718022

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 29<sup>th</sup> day of June, 2017, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Spectrum Center-Rossier Park Senior High School (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 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 30<sup>th</sup>, 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 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.

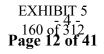
If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when 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

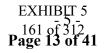
## 8. NOTICES

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

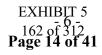
The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

# 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 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

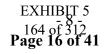
To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, 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).

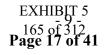
CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without 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

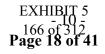
CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

#### 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 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.

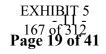
## 22. GENERAL PROGRAM OF INSTRUCTION

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 LEAdeveloped/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.

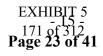
CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code 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; (f) locked seclusion except as allowable by applicable law and regulations; (f) 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  $(10^{th})$  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).

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## 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

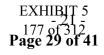
CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter 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 any direct 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

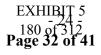
CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights 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.

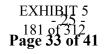
CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each 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.

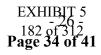
In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the 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 or 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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

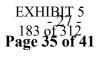
#### NONPUBLIC SCHOOL STAFF ABSENCE

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 (10<sup>th</sup>) 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.

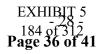
## NONPUBLIC AGENCY STUDENT ABSENCE

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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have <u>not</u>, 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  $1^{\text{st}}$  day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONT	TRACTOR,	LEA, Capistrano Unified School District
Nonpu	iblic School/Agency	
By:		By:
	Signature Date	Signature Board Approval Date Lynh N. Rust, Executive Director, Contracts &
		Purchasing
	Name and Title of Authorized	Name and Title of Authorized
	Representative	Representative
Ν	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
Nonpu	iblic School/Agency/Related Service Provider	LEA
		33122 Valle Road
Addre	SS	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		
r tunie une Thie		
Address		
Address		
C:	G · ·	7
City	State	Zip
•		1
Phone	Fax	
1 110110		
Email		
Eman		

#### **EXHIBIT A: RATES**

## CONTRACTOR

Spectrum Center-Rossier Park Senior High School

<u>CONTRACTOR NUMBER</u> 30-66514-6926471

#### 2017-2018 CONTRACT YEAR

#### (NONPUBLIC SCHOOL OR AGENCY)

#### 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	\$168.82	Day
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	\$37.82 rd	\$21.15	one
		trip	way	
	b. Transportation – Zone 2	\$43.53 rd	\$23.400	one
	a Transportation Zana 2	trip \$48.73 rd	way \$27.29	0.000
	c. Transportation – Zone 3	•		one
	d. Transportation – Zone 4	trip \$59.03 rd	way \$33.06	000
	u. Transportation – Zone 4	trip		one
	e. Parent*	<u> </u>	way	
(2)	a. Educational Counseling – Individual			
(-)	b. Educational Counseling – Group of			
	c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual	\$68.36	Hour	
(-)	b. Adapted Physical Education – Group of			
	c. Adapted Physical Education – Group of			
(4)	a. Language and Speech Therapy – Individual	\$97.28	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)	\$16.04	Hour	
	b. Additional Instructional Assistant – Group of 2			
	c. Transportation Aide –			
(6)	Intensive Special Education Instruction**			
(7)	a. Occupational Therapy – Individual			
	b. Occupational Therapy – Group of 2			
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy – Consultation Rate			
(8)	Physical Therapy			
(9)	a. Behavior Intervention			
	b. Behavior Intervention – Supervision			
	Provided by:			
	EXHIBIT 5			

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#### 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/Agen	cv						
Address						Address						
City, State Zip						City, State, Zip						
LEA Case					Phone			Fax				
Manager					E-Mail							
Student		S	tudent		Program Contact Name							
Last Name		First Name			Phone			Fax				
D.O.B.		I.D. #				E-Mail						
Grade	Leve	Level Sex ()M()F				Education Schedule – Regular School Year						
Parent/		Parent/		Number of Days			Number of Weeks					
Guardian	Guardia				Education Schedule – Extended School Year							
Last Name	First Name		Number of Days		Number of Weeks							
Address				•	Contract Be	gins		E	nds			
City, State, Zip				Master Contract Approved								
Home		Business			by the Governing Board on							
Phone												

## DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROV				Cost and Duration	Number of Sessions per	Maximum Number of Sessions		Estimated Maximum Total	
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	OTHER Specify	of Session	wk/mo/yr	Reg School Year	ESY	Cost for Contracted Period	
A. BASIC EDUCATION										
<b>B. RELATED SERVICES</b>										
<ol> <li>Transportation         <ol> <li>Paid to NPS/A</li> <li>Reimburse parent</li> </ol> </li> <li>Counseling         <ol> <li>Group</li> <li>Individual</li> <li>Family</li> </ol> </li> </ol>										
3. Adapted P.E.										
<ol> <li>Speech/Language         <ol> <li>Group</li> <li>Individual</li> </ol> </li> <li>Occupational Therapy         <ol> <li>Therapy</li> </ol> </li> </ol>										
b. Consultation										

B. RELATED SERVICES	Provi	der			Cost and Duration	Number of Sessions per wk/mo/yr	Maximum Number of		Estimated Maximum	
(cont'd)	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	OTHER Specify	of Session		Sessi Reg School Year	ons ESY	Total Cost for Contracted Period	
<ul><li>6. Physical Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>							Cui			
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 CO	OST	\$		
TOTAL ESTIMATED MAX         COSTS/SPECIALIZED EQ         4. Other Provisions/Attachments:         5. Progress Reporting		NT/SUI				Other (Specify	_			
Requirements:										
MASTER CONTRACT APPROVE	s Individua				rough their duly a	uthorized agent		ntatives as	set	
(Name of Nonpublic School/Agency)				(Nai	ne of LEA)					
(Signature)			(D	Date) (Sig	nature)				(Date)	
Name and Title)				(Nai	(Name of Superintendent or Authorized Designee)					

#### FIRST AMENDMENT TO MCA NO. 1718023

## BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER-ROSSIER PARK SCHOOL

This First Amendment to MCA No. 1718023 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Spectrum Center-Rossier Park School (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS on June 28, 2018, 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 MCA No. 1718023; and

WHEREAS, District desires to amend MCA No. 1718023 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. 1718023 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:	By:	
Signature	Signature	
Lynh N. Rust Print Name	Print Name	
Executive Director, Contracts & Purchasing Title	Title	
Board Approval Date: October 11, 2017	Date:	

#### 30-66621-6130553 **Rossier Park Elementary** (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR) If blank, the number shall be as determine by Per CDE Certification, total enrollment may not exceed **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 \$169.69 A. Basic Education Program/Special Education Instruction Day 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 a. Transportation – Zone 1 \$38.02 (1)\$19.01 One Rd trip way \$43.76 \$21.89 b. Transportation – Zone 2 One Rd trip wav \$48.98 \$24.99 c. Transportation – Zone 3 One Rd trip way \$59.33 d. Transportation – Zone 4 \$29.67 One Rd trip way e. Parent\* (2)a. Educational Counseling - Individual b. Educational Counseling – Group of \_\_\_\_ c. Counseling - Parent a. Adapted Physical Education - Individual (3) \$68.71 Hour b. Adapted Physical Education – Group of c. Adapted Physical Education – Group of \_ a. Language and Speech Therapy – Individual \$97.78 (4) 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 a. Additional Classroom Aide - Individual (must be authorized on IEP) \$16.14 (5) Hour b. Additional Instructional Assistant – Group of 2 c. Transportation Aide -Intensive Special Education Instruction\*\* (6) a. Occupational Therapy - Individual (7)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: Nursing Services (10)

**EXHIBIT A-1: RATES** 

**CONTRACTOR NUMBER** 

CONTRACTOR

**EXHIBIT 5** 

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2017-2018

# **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")

#### SPECTRUM CENTER-ROSSIER PARK SCHOOL

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

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

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

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.

**X** Master Contract **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.

<b>"DISTR</b>	RICT"	"CONTRACTOR"
By:	Capistrano Unified School District	By: Name:
	Lynh N. Rust Executive Director, Contracts &	Title:
Purchasing	Email address	
Board A	pproval Date: June 28, 2017	FEIN/SSN

# **REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

AL	i checkea items must be providea.
√	Current copy of licenses and nonpublic school/agency certifications, or validly issued waiver of any such certification.
	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
$\checkmark$	Business Auto Liability Insurance
$\checkmark$	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 CAPISTRANO UNIFIED SCHOOL DISTRICT District Contract Year 2017-2018 Х Nonpublic School Nonpublic Agency **Type of Contract:** 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.

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2017-2018

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 29<sup>th</sup> day of June, 2017, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Spectrum Center-Rossier Park School (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.

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 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 30<sup>th</sup>, 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 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.

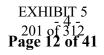
If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when 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

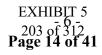
The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

# 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 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

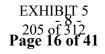
To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, 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).

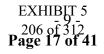
CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without 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 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 LEAdeveloped/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.

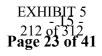
CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code 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; (f) locked seclusion except as allowable by applicable law and regulations; (f) 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  $(10^{th})$  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.

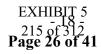
#### **38.** LEA STUDENT CHANGE OF RESIDENCE

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 any direct 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

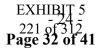
CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights 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.

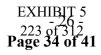
In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the 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 or 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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

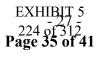
#### NONPUBLIC SCHOOL STAFF ABSENCE

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 (10<sup>th</sup>) 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.

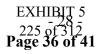
#### NONPUBLIC AGENCY STUDENT ABSENCE

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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have <u>not</u>, 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  $1^{\text{st}}$  day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONT	TRACTOR,	LEA, Capistrano Unified School District
Nonpu	iblic School/Agency	
By:		By:
	Signature Date	Signature Board Approval Date Lynh N. Rust, Executive Director, Contracts &
		Purchasing
	Name and Title of Authorized	Name and Title of Authorized
	Representative	Representative
Ν	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
Nonpu	iblic School/Agency/Related Service Provider	LEA
		33122 Valle Road
Addre	SS	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 NUMBER

30-66514-6926471

CONTRACTOR Spectrum Center-Rossier Park School (Elementary) (<u>NONPUBLIC SCHOOL OR AGENCY</u>)

### 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	\$168.82	Day
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
υ.	nonucu	

(1)	a. Transportation – Zone 1	\$37.82 rd	\$21.15 one
		trip	way
	b. Transportation – Zone 2	\$43.53 rd	\$23.400 one
		trip	way
	c. Transportation – Zone 3	\$48.73 rd	\$27.29 one
		trip	way
	d. Transportation – Zone 4	\$59.03 rd	\$33.06 one
	e. Parent*	trip	way
( <b>2</b> )			
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
(2)	c. Counseling – Parent	¢ ( Q 2 (	Hann
(3)	a. Adapted Physical Education – Individual	\$68.36	Hour
	b. Adapted Physical Education – Group of		
(A)	c. Adapted Physical Education – Group of	¢07.29	TT
(4)	a. Language and Speech Therapy – Individual	\$97.28	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)	\$16.04	Hour
	b. Additional Instructional Assistant – Group of 2		
	c. Transportation Aide –		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by:		
	EXHIBIT 5		

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### 2017-2018 (CONTRACT YEAR)

### 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/Agen	cv					
Address					Address						
City, State Zip					City, State, 7	Zip					
LEA Case					Phone			Fax			
Manager						E-Mail					
Student		S	tudent		Program Co	ntact Name					
Last Name		F	First Name		Phone			Fax			
D.O.B.		<b>I.D.</b> #			E-Mail						
Grade	Leve	Level Sex () M () F		()M()F	Education S	chedule – Regu	ılar Schoo	l Year			
Parent/		P	arent/		Number of I	Days		Numb	er of We	eks	
Guardian		Guardian First Name		Education Schedule – Extended School Year							
Last Name				Number of Days		Number of Weeks					
Address					Contract Be	gins		E	nds		
City, State, Zip					Master Contract Approved						
Home		В	usiness		by the Gover	rning Board or	ı				
Phone											

### DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROV	<u>IDER</u>			Cost and Duration	Duration Sessions per	Maximum Number of Sessions		Estimated Maximum Total	
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<b>OTHER</b> Specify	of Session	wk/mo/yr	Reg School Year	ESY	Cost for Contracted Period	
A. BASIC EDUCATION										
<b>B. RELATED SERVICES</b>										
<ol> <li>Transportation         <ol> <li>Paid to NPS/A</li> <li>Reimburse parent</li> </ol> </li> <li>Counseling         <ol> <li>Group</li> <li>Individual</li> <li>Family</li> </ol> </li> </ol>										
3. Adapted P.E.										
<ul><li>4. Speech/Language</li><li>a. Group</li><li>b. Individual</li></ul>										
<ul><li>5. Occupational Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>										

B. RELATED SERVICES	Provi	der			Cost and Duration	Number of Sessions	Maximum Number of		Estimated Maximum	
(cont'd)	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<b>OTHER</b> Specify	of Session	per wk/mo/yr	Sessi Reg School	ons ESY	Total Cost for Contracted Period	
<ul><li>6. Physical Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>							Year			
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										
					U	TOTAL CO	DST		\$	
4. Other Provisions/Attachments: 5. Progress Reporting			PPLIES	\$  Mon	thly	Other (Specify	_			
Requirements:										
MASTER CONTRACT APPROVE	s Individua				ough their duly a	uthorized agents		ntatives as	set	
(Name of Nonpublic School/Agency)				(Nan	ne of LEA)					
(Signature)			(D	ate) (Sign	nature)				(Date)	
(Name and Title)				(Nan	ne of Superintend	lent or Authoriz	ed Designee	e)		

### FIRST AMENDMENT TO MCA NO. 1718026

### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SPEECH AND LANGUAGE DEVELOPMENT CENTER

This First Amendment to MCA No. 1718026 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Speech and Language Development Center (hereinafter referred to as "Consultant").

### RECITALS

WHEREAS on June 28, 2018, 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 MCA No. 1718026; and

WHEREAS, District desires to amend MCA No. 1718026 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. 1718026 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:	By:	
Signature	Signature	
Lynh N. Rust Print Name	Print Name	
Executive Director, Contracts & Purchasing Title	Title	
Board Approval Date: October 11, 2017	Date:	

### **EXHIBIT A-1: RATES**

**CONTRACTOR NUMBER** 

30-66472-6937437

### CONTRACTOR Speech and Language Development Center

### (NONPUBLIC SCHOOL OR AGENCY)

### 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	\$158.10	Day	
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 \$40.80 rd \$25.50 one trip way \$32.64 b. Transportation – Zone 2 \$49.98 rd one trip way \$60.69 rd c. Transportation – Zone 3 \$38.76 one trip way (2)a. Educational Counseling – Individual \$97.92 Hour b. Educational Counseling – Group of c. Counseling – Parent a. Adapted Physical Education - Individual (3)\$89.76 Hour b. Adapted Physical Education – Group of \_\_\_\_ c. Adapted Physical Education – Group of \_\_\_\_ (4) a. Language and Speech Therapy - Individual \$100.98 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 \$19.89 (5)a. Additional Classroom Aide - Individual (must be authorized on IEP) Hour b. Additional Instructional Assistant – Group of 2 \$12.75 Hour c. Transportation Aide – \$19.89 Hour a. AAC Consult \$100.98 Hour (6)a. Occupational Therapy – Individual \$100.98 (7)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 \$100.98 Hour a. Behavior Intervention (9)b. Behavior Intervention - Supervision Provided by: **BCBA** – Behavior Intervention services \$91.80 (10)Hour

2017-2018

(CONTRACT YEAR)

### EXHIBIT 1



### MASTER CONTRACT AGREEMENT

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

### SPEECH AND LANGUAGE DEVELOPMENT CENTER

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:

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

<u>Fees and Expenses</u>. 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.

<u>Term of Agreement.</u> The term of this Agreement is for <u>one year</u> 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.

[X] Master Contract [] 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: Capistrano Unified School District

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: June 28, 2017

"CONTRACTOR" By: <u>Speech and Language Dev</u>. Center-Name: <u>David Cavanaugh</u> Title: <u>Director of Education</u> Email address <u>cleavanaugh@Sblc.net</u>

FEIN/SSN 95-2162129

# **REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

·AL	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 <b>must be accompanied</b> by Form CG 20 37 07 04
$\checkmark$	Business Auto Liability Insurance
$\checkmark$	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 CAPISTRANO UNIFIED SCHOOL DISTRICT District Contract Year 2017-2018 Х Nonpublic School Nonpublic Agency **Type of Contract:** 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.

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2017-2018

CONTRACT NUMBER: 1718026

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 29<sup>th</sup> day of June, 2017, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Speech and Language Development Center (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.).

ЕХНІВІЛ	5
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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 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 30<sup>th</sup>, 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 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 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,

EXHIBIT 5 246 of 312 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 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 LEAdeveloped/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).

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### **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; (f) locked seclusion except as allowable by applicable law and regulations; (f) 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 (10<sup>th</sup>) 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).

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### 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.

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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 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.

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#### 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 31<sup>st</sup> 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 or 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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 (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

EXHIBIT 5 265 of 312 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have <u>not</u>, 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.

EXHIBIT :	5
267 of 312	2

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  $1^{st}$  day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Speech and Language Development Center Nonpublic School/Agency	Capistrano Unified School District
By: <u>David Cananaugh Director of Educe</u> Name and Title of Authorized Representative	By: <u>Hulppe Tarvad</u> 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:
David Cavanaugh	Greg Merwin, Associate Superintendent, Student Support Services
Name Speech and Language, Development Center	Name and Title Capistrano Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
	33122 Valle Road
Address 8699 Holder St	Address San Juan Capistrano CA 92675
City State Zip Buena Park (A 90621	City State Zip 949-234-9424
Phone Fax. (714)821-3670 (714)821-8976	Phone Fax gjmerwin@capousd.org
Email dcayanaugh @ sldc. net	Email
	Additional LEA Notification (Required if completed)

Name and Title			
Address			
City	State	Zip	-
Phone	Fax		
Email			-

#### **EXHIBIT A: RATES**

#### **CONTRACTOR**

Speech and Language Development Center

**CONTRACTOR NUMBER** 30-66472-6937437

#### (NONPUBLIC SCHOOL OR AGENCY)

#### Per CDE Certification, total enrollment may not exceed

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	\$158.10	Day
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. <u>Rela</u>	ated Services		
(1)	a. Transportation – Zone 1	\$40.80 rd	\$25.50 one
		trip	way
	b. Transportation – Zone 2	\$49.98 rd	\$32.64 one
		trip	way
	c. Transportation – Zone 3	\$60.69 rd	\$38.76 one
		trip	way
(2)	a. Educational Counseling – Individual	\$97.92	Hour
(2)	<ul> <li>b. Educational Counseling – Group of</li> </ul>	\$97.92	11001
	c. Counseling – Parent	·	
(3)	a. Adapted Physical Education – Individual	\$89.76	Hour
(3)	b. Adapted Physical Education – Group of	\$69.70	11001
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	\$100.98	Hour
(4)	<ul> <li>b. Language and Speech Therapy – Group of 2</li> </ul>	\$100.98	11001
	c. Language and Speech Therapy – Group of 2	·	
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate	·	
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$19.89	Hour
$(\mathbf{J})$	<ul> <li>b. Additional Instructional Assistant – Group of 2</li> </ul>	\$12.75	Hour
	c. Transportation Aide –	\$12.75	Hour
(6)	a. AAC Consult	\$100.98	Hour
(0)	a. Occupational Therapy – Individual	\$100.98	Hour
$(\prime)$	b. Occupational Therapy – Group of 2	φ100.90	Hou
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	\$100.98	Hour
(9)	a. Behavior Intervention	φ100.90	11000
$\langle \mathcal{I} \rangle$	b. Behavior Intervention – Supervision		
	Provided by:		
(10)	BCBA – Behavior Intervention services	\$91.80	Hour
(10)		4/1.00	

2017-2018

#### (CONTRACT YEAR)

If blank, the number shall be as determine by

**CDE** Certification.

### 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, 7	Zip					
LEA Case					Phone			Fax			
Manager					E-Mail						
Student		S	tudent		Program Co	ntact Name					
Last Name		F	irst Name		Phone			Fax			
D.O.B.		<b>I.D.</b> #			E-Mail						
Grade	Leve	Level Sex ()M()F		()M()F	Education S	chedule – Regu	ılar Schoo	l Year			
Parent/		P	arent/		Number of I	Days		Numb	er of We	eks	
Guardian		-	uardian		Education Schedule – Extended School Year						
Last Name		F	irst Name		Number of I	Days		Numb	er of We	eks	
Address				•	Contract Be	gins		E	nds		
City, State, Zip	, State, Zip		Master Contract Approved								
Home		В	usiness		by the Gover	rning Board or	ı				
Phone											

#### DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROV	<u>PROVIDER</u>				Cost and Number of Duration Sessions per	Maximum Number of Sessions		Estimated Maximum Total	
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<b>OTHER</b> Specify	of Session	wk/mo/yr	Reg School Year	ESY	Cost for Contracted Period	
A. BASIC EDUCATION										
<b>B. RELATED SERVICES</b>										
<ol> <li>Transportation         <ol> <li>Paid to NPS/A</li> <li>Reimburse parent</li> </ol> </li> <li>Counseling         <ol> <li>Group</li> <li>Individual</li> <li>Family</li> </ol> </li> </ol>										
3. Adapted P.E.										
<ul><li>4. Speech/Language</li><li>a. Group</li><li>b. Individual</li></ul>										
<ul><li>5. Occupational Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>										

B. RELATED SERVICES (cont'd)	Provi	der			Cost and Duration	Number of Sessions	Maximum Number of		Estimated Maximum
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<b>OTHER</b> Specify	of Session	per wk/mo/yr	Sessi Reg School	ons	Total Cost for Contracted
							Year	2.51	Period
<ul><li>6. Physical Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>									
<ul><li>7. ABA</li><li>a. Consult</li><li>b. Direct</li><li>c. Supervision</li></ul>									
d. Assessment 8. One-to-One Aide									
0.01									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL CO	DST		\$
TOTAL ESTIMATED MAX         COSTS/SPECIALIZED EQ         4. Other Provisions/Attachments:				ATION/ R \$_	ELATED SE				_
5. Progress Reporting Requirements:		Q	uarterly	Mont	hly	Other (Specify			
MASTER CONTRACT APPROVE	D BY THE	GOVER	NING BO	ARD ON					
The parties hereto have executed this forth below.	s Individua	l Services	Agreeme	nt by and thre	ough their duly a	uthorized agents	s or represen	ntatives as	set
-CONTRA	ACTOR-					-LE	A-		
(Name of Nonpublic School/Agency)	1			(Nam	ne of LEA)				
(Signature)			(D	ate) (Sign	ature)				(Date)
(Name and Title)				(Nam	ne of Superintenc	lent or Authoriz	ed Designee	2)	

#### FIRST AMENDMENT TO MCA NO. 1718039

#### BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND BELLFAIRE JCB

This First Amendment to MCA No. 1718039 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Bellfaire JCB (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 MCA No. 1718039; and

WHEREAS, District desires to amend MCA No. 1718036 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. 1718036 entitled Exhibit A: Rates is 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:	By:	
Signature	Signature	
Lynh N. Rust Print Name	Print Name	
Executive Director, Contracts & Purchasing Title	g Title	
Board Approval Date: October 11, 2017	Date:	



#### **EXHIBIT A-1: RATES**

Belle	TRACTOR faire JCB – Monarch er for Autism	<u>CONTRACTOR</u> <u>76422-0128181</u>	NUMBER 77-	2017-2018
	NPUBLIC SCHOOL OR AGENCY)	_	_	(CONTRACT YEAR)
Per (	CDE Certification, total enrollment may not ex	cceed	If blank, the nun CDE Certificatio	nber shall be as determine by n.
amount Special	chedule. This rate schedule limits the number of of the contract. It may also limit the maximum education and/or related services offered by CO services during the term of this contract shall be a	n number of stud ONTRACTOR, a	ents that can be	provided specific services.
	ent under this contract may not exceed LEA enrollment may not exceed			
Iota			Rate	Period
	sic Education Program/Special Education Instruction Signature Signature Signature Signature Structure Signature Structure Stru	tion	\$441.66	Day
D 1'		4 6 11 .	. 11	1 1 1 1 1
Per diei	m rates for LEA students whose IEPs authorize le	ess than a full inst	ructional day ma	y be adjusted proportionally.
	ated 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			
$\langle 0 \rangle$	c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual			
	b. Adapted Physical Education – Group of			
(4)	c. Adapted Physical Education – Group of			
(4)	a. Language and Speech Therapy – Individua			
	b. Language and Speech Therapy – Group of			
	c. Language and Speech Therapy – Group of	3		
	d. Language and Speech Therapy – Per diem			
(5)	e. Language and Speech – Consultation Rate a. Additional Classroom Aide – Individual (r			
(5)	b. Additional Instructional Assistant – Group			
	c. Additional Instructional Assistant – Group			
(6)	Intensive Special Education Instruction**	015		
(7)	a. Occupational Therapy – Individual			
$(\prime)$	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			
(10) (12)	Residential Board and Care		\$5	04.93 Day
( =/				

\*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 ("<u>Agreement</u>") is effective as of July 1, 2017 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>LEA</u> or <u>District</u>") and the contractor listed below ("<u>Contractor</u>")

#### BELLEFAIRE JCB

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

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

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

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

<u>Fees and Expenses</u>. 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 <u>one year</u> 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.

[X] Master Contract [] 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.

"DISTI	RICT"	"CONTRACTOR"
		By: Bellefaire JCB
By:	Capistrano Unified School District	Name: Adam G. Jacobs, Ph.D.
Name:	Lynh N. Rust	Title: President
Title:	Executive Director, Contracts &	Email address_johnsonl@wingspancg.org
	Purchasing	
Board A	Approval Date: July 26, 2017	FEIN/SSN

5/1/2017

#### **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.
	such certification.
	Certificates of Insurance
$\checkmark$	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
$\checkmark$	Business Auto Liability Insurance
$\checkmark$	Workers' Compensation and Employers Liability Insurance
$\checkmark$	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 CAPISTRANO UNIFIED SCHOOL DISTRICT District Contract Year 2017-2018 Х Nonpublic School Nonpublic Agency **Type of Contract:** 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.

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2017-2018

CONTRACT NUMBER: *1718036* 

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 1<sup>st</sup> day of July, 2017, between the Capistrano Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Bellefaire JCB (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 provide to any District student, or CONTRACTOR to provide such special education and/or related services ducation 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 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.

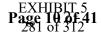
#### 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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, 2018. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, 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 June 1, 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 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.

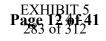


Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education 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

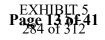
#### 8. NOTICES

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 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

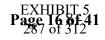
To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, 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 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 LEAdeveloped/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; (f) locked seclusion except as allowable by applicable law and regulations; (f) 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 (10<sup>th</sup>) 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

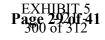
CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter 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 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

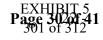
CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise 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

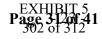
#### 50. HEALTH AND SAFETY

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

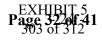
CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights 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.



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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 31<sup>st</sup> 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 or 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.

<u>After forty-five (45) business days</u>: 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.

<u>After sixty (60) business days</u>: 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

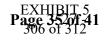
#### NONPUBLIC SCHOOL STAFF ABSENCE

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 (10<sup>th</sup>) 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

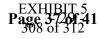
The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have <u>not</u>, 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  $1^{\text{H}}$  day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,				
Bellefaire JCB	Capistrano Unified School District				
Nonpublic School/Agency By: Signature Date Adam G. Jacobs, Ph.D., President Name and Title of Authorized Representative	By: Signature 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:				
Leigh Johnson, LISW-S, Esq., General Counsel	Greg Merwin, Associate Superintendent, Student Support Services				
Name Wingspan Care Group	Name and Title Capistrano Unified School District				
Nonpublic School/Agency/Related Service Provider	LEA				
22001 Fairmount Boulevard	33122 Valle Road				
Address	Address San Juan Capistrano CA 92675				
City State Zip Shaker Heights, Ohio 44118	City State Zip 949-234-9424				
Phone         Fax           (216) 320-8222         (216) 320-8733	Phone Fax gjmerwin@capousd.org				
Email johnsonl@wingspancg.org	Email				
	Additional LEA Notification (Required if completed)				
	Name and Title				

Address

City

Fax

Zip

State

Email

Phone

## CONTRACTOR Bellefaire JCB -

#### <u>CONTRACTOR</u> <u>NUMBER 77-76422-</u> 0128181

## 2017-2018

#### (NONPUBLIC SCHOOL OR AGENCY)

#### Per CDE Certification, total enrollment may not exceed

(CONTRACT YEAR)

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	\$441.66	Day	
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

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

\*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/Agen	cv				
Address				Address					
City, State Zip				City, State, 7	Zip				
LEA Case				Phone			Fax		
Manager				E-Mail					
Student		Student		Program Co	ntact Name				
Last Name		First Name		Phone			Fax		
D.O.B.		<b>I.D.</b> #		E-Mail					
Grade	Level	Sex	()M()F	Education S	chedule – Regu	ılar School	Year		
Parent/		Parent/		Number of I	Days		Number	r of Weeks	
Guardian		Guardian		Education S	chedule – Exte	nded Scho	ol Year		
Last Name		First Name		Number of I	Days		Number	r of Weeks	
Address				Contract Be	gins		En	ds	
City, State, Zip					tract Approved				
Home		Business		by the Gover	rning Board or	1			
Phone									

## DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROV	<u>IDER</u>			Cost and Duration	ration Sessions per	Maximum Number of Sessions		Estimated Maximum Total	
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<b>OTHER</b> Specify	of Session	wk/mo/yr	Reg School Year	ESY	Cost for Contracted Period	
A. BASIC EDUCATION										
<b>B. RELATED SERVICES</b>										
<ol> <li>Transportation         <ol> <li>Paid to NPS/A</li> <li>Reimburse parent</li> </ol> </li> <li>Counseling         <ol> <li>Group</li> <li>Individual</li> <li>Family</li> </ol> </li> </ol>										
3. Adapted P.E.										
<ul><li>4. Speech/Language</li><li>a. Group</li><li>b. Individual</li></ul>										
<ul><li>5. Occupational Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>										

B. RELATED SERVICES	Provi	der			Cost and Duration	Number of Sessions	Maximum Number of		Estimated Maximum
(cont'd)	LEA	<u>NPS</u>	<u>NPA</u>	OTHER Specify		per wk/mo/yr	Sessi Reg School	ons ESY	Total Cost for Contracted Period
<ul><li>6. Physical Therapy</li><li>a. Therapy</li><li>b. Consultation</li></ul>							Year		
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 CO	OST	1	\$
COSTS/SPECIALIZED EQ     4. Other Provisions/Attachments:     5. Progress Reporting     Demicrosofte			uarterly		nthly 0	Other (Specify			_
Requirements: MASTER CONTRACT APPROVE	D BY THE	GOVER	NING BO	ARD ON					
The parties hereto have executed this forth below.		l Services	Agreemen	nt by and th	rough their duly at	uthorized agents		ntatives as	set
(Name of Nonpublic School/Agency)				(Na	me of LEA)				
(Signature)			(D	Pate) (Sig	gnature)				(Date)
(Name and Title)				(Na	me of Superintend	lent or Authoriz	ed Designee	e)	

## CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services John Forney, Chief Facilities Officer, Facilities Planning
Date:	October 11, 2017
Board Item:	Extension No. 1 of License Agreement with YMCA of Orange County at Crown Valley

## **HISTORY**

The District has a long term relationship and agreement with the YMCA of Orange County (YMCA) which offers extended-day child care programs Districtwide.

## **BACKGROUND INFORMATION**

A License Agreement was approved on June 22, 2016 for a one year term with the YMCA to utilize the YMCA owned portables located at Crown Valley Elementary School (CVES). The CVES property is currently occupied by the Orange County Academy of Science and Arts (OCASA) public charter school which is using the property for their educational program. Because the YMCA is no longer operating a YMCA program at the site, the YMCA agrees to allow the District to offer the use of the portables to the charter school at the rate OCASA is currently paying per their agreement, \$6.62 per square foot.

## **CURRENT CONSIDERATIONS**

Approval to extend the license agreement for a one-year term of July 1, 2017 through June 30, 2018.

## FINANCIAL IMPLICATIONS

There is no financial impact.

## **STAFF RECOMMENDATION**

Approval of Extension No. 1 of the License Agreement with YMCA of Orange County at Crown Valley Elementary School dated June 22, 2016. This extension proposes to extend the term of the original agreement for one year. The renewal term will begin July 1, 2017 and will expire on June 30, 2018.

**PREPARED BY:** John Forney, Chief Facilities Officer

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

#### **EXTENSION OF LICENSE AGREEMENT**

#### BETWEEN

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

#### AND

### YMCA

The extension of License Agreement between Capistrano Unified School District and the YMCA for the use of 2 portables located at the Crown Valley Elementary School site which is currently occupied by Orange County Academy of Sciences and Arts (OCASA), a the public charter school for its educational program, called for an original contract period of June 22, 2016 through June 30, 2017.

The contract with YMCA shall be extended for the period of July 1, 2017 through June 30, 2018.

License fee is calculated at \$6.62 per square foot for 2880 sq. feet of usage. Usage Fee shall be \$1,588.00 per month not to exceed \$19,065.60 annually per proposal.

Except as set forth in this Amendment to Agreement, and Board approved on June 22, 2016, all other terms and conditions of the contract remain in full force and effect.

**Capistrano Unified School District** 

YMCA

By:

Kirsten M. Vital, Superintendent

By: Kevin Trump, Director

Date:

Date: 9.20.17



## LICENSE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND YMCA

THIS AGREEMENT ("Agreement") is approved and entered into as of June 22, 2016, by and between the Capistrano Unified School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and the YMCA, a 501(c)(3) nonprofit organization ("YMCA").

WHEREAS, District owns certain real property located at 29292 Crown Valley Parkway, Laguna Niguel, CA 92677, more commonly known as the former Crown Valley Elementary School site (the "Property"). Attached hereto and incorporated herein as Exhibit "A" is a map depicting the Property;

WHEREAS, Orange County Academy of Sciences and Arts ("OCASA"), a California public charter school ("Charter School"), currently uses the Property for its educational program pursuant to a separate agreement between the District and the Charter School ("Facilities Use Agreement");

WHEREAS, the YMCA had located two (2) portable classrooms ("Portables") on the Property for YMCA program use pursuant to a separate agreement between the District and the YMCA;

WHEREAS, the YMCA will no longer be operating a YMCA program at the Portables and has agreed to allow the District to offer use of the Portables to the Charter School pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

<u>Section 1.</u> <u>Grant of License</u>. Pursuant to the terms of this Agreement, the YMCA grants the District, including District's and Charter School's agents, employees, contractors, and consultants, a license to occupy and use the Portables for the purpose of operating the educational programs of the Charter School and/or District.

Section 2. <u>Term</u>. The Agreement shall commence on June 22, 2016 and shall remain in effect until June 30, 2017. This Agreement may be terminated upon thirty (30) days' notice for a material breach of the Agreement, unless the defaulting party cures such default within the thirty (30) days provided such defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and such defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The District may terminate this Agreement upon thirty (30) days' notice in the event that the Facilities Use Agreement with the Charter School is terminated for any reason.



Section 3. License Fee. The Charter School currently pays the District a pro-rata fee of Six Dollars and Sixty-Two Cents (\$6.62) per square foot per year for use of the Property, which is based on an 80%/20% (\$4.52/\$15.00) split of in-District/out-of-District students; however, in the event that the Charter School provides evidence that all of its students are in-District students except for founders' children and one out-of-District student, in a format reasonably acceptable to the District, the per square foot rate shall be reduced to reflect the actual percentage split of in-District/out-of-District students for that year, starting in the month following such documentation being provided to the District. The Total square footage of the two Portables is 2,880 square feet. As consideration for allowing the District to provide the Portables for the Charter School's use, the District will pay a fee to the YMCA equal to the actual pro-rata fee received for use of the Portable from the Charter School ("License Fee"). The District will pay the License Fee in monthly installments License Fee payments are due on or before the 15th of each month, without demand.

## Section 4. <u>Conditions of Use</u>.

A. District shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary because of the use of the Portables by District or Charter School's agents, employees, contractors, and consultants.

B. On or before the date of termination of this Agreement, or upon notice that this Agreement is revoked, District shall, at no expense to YMCA, remove, or cause to be removed, from the Portables all of District's and Charter School's property, equipment, and fixtures, and shall, at no expense to YMCA, clean up and remove all rubbish and debris, and place the Portables in the same order and condition as existed at the commencement of this Agreement, improvements approved by YMCA and reasonable wear and tear excepted.

C. YMCA acknowledges and agrees that if the District and/or Charter School will be constructing improvements to the Portables to accommodate the Charter School's use, the District shall provide the YMCA with a copy of any plans and specifications or drawings of the improvements prior to the start of construction. The YMCA shall have thirty (30) days to provide approval of the improvements, which approval may not be unreasonably withheld, conditioned or delayed. At the time of approval the parties will agree in writing whether or not the improvements must be removed upon termination of the Agreement.

<u>Section 4.</u> <u>Insurance</u>. District agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of comprehensive general liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with District's use of the Portables under this Agreement. The District may self-insure or participate in a JPA with other governmental entities, in order to fulfill its insurance requirements.

<u>Section 5.</u> <u>Indemnification</u>. The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the YMCA against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the YMCA, that may be asserted or claimed by any person, firm or entity, arising from the District's use of the Portables or from any activity, work, or other



things done, permitted or suffered by District in or about the Portables. This indemnity and hold harmless provision shall exclude actions arising out of the act or omissions of the YMCA.

This Section 5 shall survive the termination or expiration of the Agreement.

<u>Section 6.</u> <u>Compliance with Law</u>. District shall comply with all laws, ordinances, rules, and regulations applicable to the Portable and provide the YMCA with documentation, that any improvements comply with all applicable federal, state or local laws, rules or regulations.

<u>Section 7.</u> <u>Legal Interpretation of Instrument</u>. The parties expressly understand and agree that this Agreement constitutes a license for use of the Portable, and is neither intended by the parties, nor shall it be legally construed to convey, a leasehold, easement, or other interest in real property. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

Section 8. <u>Attorneys' Fees</u>. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys fees.

<u>Section 9.</u> <u>Entire Agreement: Amendment</u>. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

<u>Section 10</u>. <u>Successors, Assignment</u>. This Agreement shall be binding and inure to the benefits of the successors of the respective parties. This Agreement may only be assigned upon the written consent of both parties.

<u>Section 11.</u> <u>Exhibits.</u> The following exhibits which are attached hereto are incorporated herein and made a part of this Agreement:

Exhibit "A" - Map of Property

Section 12. <u>Recitals</u>. The Recitals are incorporated into this Agreement as though fully set forth herein.

<u>Section 13.</u> <u>Execution in Counterpart</u>. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day set forth above.

Dated: 6/23, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:

Kirsten M. Vital, Superintendent

Dated: 6-23-, 2016

YMCA

By:

Kevin Trump, Director



# EXHIBIT "A"

## **MAP OF PROPERTY**



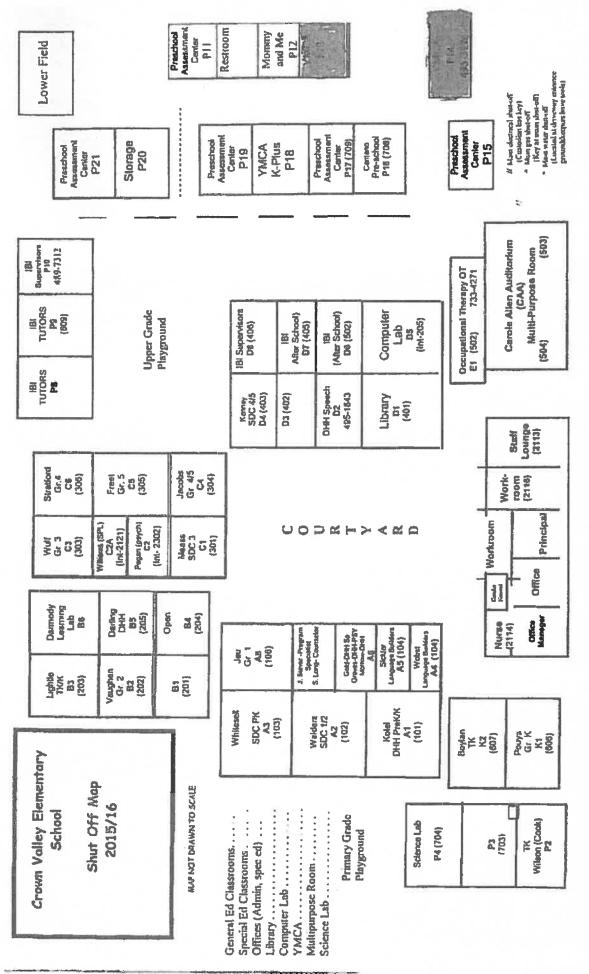


EXHIBIT 6 Page 6 of 6



# **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.
- 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 <u>Secure Support Area website (FreshDesk)</u>.
- Should the project require additional time due to delays by customer additional quarter(s) of support shall be required.

## Cost: please see above: \$25,446.50 for 1 quarter QSS Version L Migration Support

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EXHIBIT 7 Page 1 of 2

# Prepared by: Beth Senn, Vice-President, Support Services Date: September 14, 2017

This proposal is valid for 30 days from the above date. Please sign and return this by email to: <u>bsenn@harriscomputer.com</u>.

## **Client Approval:**

Signed:	
Name:	Philippa Townsend, Assistant Superintendent
Date:	
PO #:	
Harris Approval:	
Signed:	
Name:	
Date:	

Please remit payment to:

Harris School Solutions

PO Box 74008484 Chicago, Il 60674-8484

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EXHIBIT 7 Page 2 of 2

## CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Stacy Yogi, Executive Director, State and Federal Programs
Date:	October 11, 2017
Board Item:	Local Control Accountability Plan Parent Advisory Committee for 2017-2018

## **HISTORY**

The Local Control Funding Formula (LCFF), California's school funding model, requires the development of a Local Control Accountability Plan (LCAP) that links spending to specific District goals for student achievement. Districts are held accountable to the specific ways in which money is spent and how those decisions are improving student outcomes. A key aspect of the LCAP process is the engagement of and consultation with specific parent/guardian groups, including representation of students who are English learners, foster-youth and low socio-economic status. One way this is facilitated is through the formation of a Parent Advisory Committee (PAC).

## **BACKGROUND INFORMATION**

The LCAP PAC will meet regularly to review the sections of the LCAP and provide ongoing input into the monitoring and revision of the LCAP. Applications for membership were available September 7-28, 2017 at all school sites, the Education Center reception desk and on the District website.

## **CURRENT CONSIDERATIONS**

A total of 27 parents are recommended for membership on the committee. They represent schools, including elementary, middle and high schools from various geographic regions of the District. In addition, the Presidents of the Community Advisory Committee (CAC), District English Learner Advisory Committee (DELAC), and Parent Teacher Student Association (PTSA) are standing members.

## FINANCIAL IMPLICATIONS

None

## **STAFF RECOMMENDATION**

Approval of the Local Control Accountability Plan (LCAP) Parent Advisory Committee (PAC) members for 2017-2018.

**PREPARED BY:** Stacy Yogi, Executive Director, State and Federal Programs

Page 1 of 2 EXHIBIT 8 1 of 3

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

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## Local Control Accountability Plan

## Parent Advisory Committee Members

## 2017-2018

Parent Name	School(s)
Ingrid Alfaro	Kinoshita Elementary
Catherine Arreguin	Bergeson Elementary
	Dana Hills High
Amanda Bloom	Tijeras Creek Elementary
	Tesoro High
Krista Castellanos	Don Juan Avila Elementary
	Don Juan Avila Middle
	Aliso Niguel High
Steven Cook	Canyon Vista Elementary
Kristen Curran-Sheehan	Las Palmas Elementary
Chris Davis	Castille Elementary
Angelica Galindo Farias	Castille Elementary
	Newhart Middle
Marycruz Garcia	Wood Canyon Elementary
Olympia Gomez Carona	Hidden Hills Elementary
	Niguel Hills Middle
Lea Johnson	Malcom Elementary
Sara Lacaro	San Clemente High
Alicia Luedeman	Lobo Elementary
Gretchen Malatesta	Tesoro High
Brenda Nash	Marco Forster Middle
Ellen Natsume	Capistrano Valley High
Don Okula	Aliso Niguel High
Michele Ploessel-Campbell	George White Elementary
Stephanie Ramsey	Ladera Ranch Middle
	San Juan Hills High
Susana Sarmiento	San Juan Elementary
	Viejo Elementary
	San Juan Hills High
Stacey Shapero	Marco Forster Middle
	Dana Hills High
Terry Stephan	Aliso Viejo Middle
	Aliso Niguel High
Anna Strasburg-Davis	Las Palmas Elementary
, view of the second se	Bernice Ayer Middle
Kimberly Suda	Las Palmas Preschool
Andrea Vandom Clawson	Oak Grove Elementary
Malissa Watson	Dana Hills High
Tamera Whitesides	Viejo Elementary

## CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Debbi Keeler, Director II, Early Childhood Programs
Date:	October 11, 2017
Board Item:	Agreement No. 44145 for Quality Rating and Improvement System of Early Education Programs with the Orange County Superintendent of Schools (OCDE), Capistrano Unified School District (CUSD), and Early Quality Systems, LLC (EQS).

## **HISTORY**

Orange County Department of Education (OCDE) operates and maintains a Quality Ratings and Implementation System (QRIS) program within Orange County, referred to as QualityStart OC QRIS for Early Learning Programs. The District's Early Childhood Programs have voluntarily agreed to participate in QRIS receiving California State Preschool (CSPP) Block Grant funds since 2014.

## **BACKGROUND INFORMATION**

OCDE and the Children and Families Commission of Orange County (Commission) jointly applied for the First 5 Improve and Maximize Programs so All Children Thrive (IMPACT) grant. The Commission was awarded funding from 2015-2016 to 2019-2020. As a part of the grant, OCDE is required to collect information needed to rate the seven elements of QRIS, track information responsive to data fields, provide professional development, monitor and evaluate impacts on child outcomes, complete and submit an annual Common Data File for QRIS participants to CDE and First 5, and publish site QRIS ratings. The District has participated in this program since 2014. Each year a separate agreement for QRIS participation and a separate contract for the allocation of the funding is required. All of the District preschool programs participate, 22 school sites and 57 sessions of children. This agreement complies with all state requirements for student privacy in collaboration with OCDE. By participating in this program the District will receive additional state funding specifically for preschool programs.

## **CURRENT CONSIDERATIONS**

Participating Districts in QRIS requires the utilization of iPinwheel to input data meeting the requirements of the QRIS. The Agreement allows the Parties to implement the Orange County QRIS program for quality improvement based on a tiered rating structure, satisfying grant requirements, receiving incentive funds of \$2,500 and access covered information in compliance

with federal and state laws and regulations related to student privacy. This Agreement is for the term of July 1, 2016 to June 30, 2018.

## FINANCIAL IMPLICATIONS

The District's Early Childhood Programs will receive incentive funds of \$2,500.

## **STAFF RECOMMENDATION**

Approval of Agreement No. 44145 for Quality Rating and Improvement System of Early Education Programs with the Orange County Superintendent of Schools (OCDE), Capistrano Unified School District (CUSD), and Early Quality Systems, LLC (EQS) at the October 11, 2017 board meeting.

PREPARED BY: Debbi Keeler, Director II, Early Childhood Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

## THREE-PARTY AGREEMENT FOR OUALITY RATING IMPROVEMENT SYSTEM IMPLEMENTATION AND DATA MANAGEMENT

This Three Party Agreement (Agreement) is made among the Orange County Superintendent of Schools, also referred to as the Orange Department of Education (OCDE), Capistrano Unified School District (School District) and Early Quality Systems, LLC (EQS); hereinafter, collectively referred to as "the Parties".

## RECITALS

- A. OCDE operates and maintains a Quality Ratings and Implementation System (QRIS) program within Orange County, referred to as QualityStart OC QRIS.
- B. School District operates and maintains preschool program/sites and has voluntarily agreed to participate in the Orange County QRIS program. Participating preschool sites of the School District (Participating Sites) are listed in Attachment A, which is incorporated into, and made part of, this Agreement.
- C. OCDE applied for and was awarded funding from the 2016-17 California State Preschool Program (CSPP) Block Grant.
- D. OCDE and the Children and Families Commission of Orange County (Commission) jointly applied for funding from the First 5 Improve and Maximize Programs so All Children Thrive (IMPACT) grant. The Commission, as the lead agency, was awarded funding from the First 5 IMPACT grant for 2015-16 to 2019-20.
  - 1. The Commission and OCDE intend to enter into an agreement for OCDE to perform services required by the First 5 IMPACT grant.
  - 2. Should the Commission and OCDE fail to enter into an agreement, OCDE will provide the necessary funding to perform under this Agreement.
- E. Under the CDE Block Grant and the proposed contract with the Commission, for each Participating Site, OCDE is required to:
  - 1. Collect information needed to rate the seven elements of the California QRIS Rating Matrix which is defined in the CA-QRIS Implementation Consortium Implementation Guide with QualityStart OC Local Decisions (CA-QRIS Implementation Guide), which is incorporated into, and made part of, this Agreement as Attachment B.
  - 2. Track information responsive to data fields required by the California's Quality Rating and Improvement System (CA-QRIS) Common Data File, which is incorporated into, and made part of, this Agreement as Attachment C.

- 3. Provide professional development and technical assistance to support all elements of the QRIS Rating Matrix and Pathways.
- 4. Monitor and evaluate impacts on child outcomes.
- 5. Complete and submit an annual Common Data File for QRIS participants to CDE and First 5.
- 6. Publish site QRIS ratings.
- F. Through a fair and competitive selection process by using a request for proposals, OCDE contracted with EQS to implement its QRIS work as described in OCDE and EQS's QRIS Data Management System Professional Services Agreement (Agreement No. 43243), incorporated into, and made part of, this Agreement as Attachment D. Pursuant to Agreement No. 43243, EQS has provided OCDE with its hosted, maintained, and fully secure web-based QRIS data collection and program management system known as iPinwheel for the term of its agreement with OCDE, which shall expire by June 30, 2020.
- G. School District's participation in the Orange County QRIS program requires Participating Sites to utilize iPinwheel to input data.
- H. The purpose of this Agreement is to allow the Parties to implement the Orange County QRIS program, satisfy grant requirements, and access covered information (e.g., preschool pupil records) in compliance with federal and state laws and regulations related to student privacy.

## **TERMS AND CONDITIONS**

## 1. Definitions:

- a. "Quality Ratings and Improvement System (QRIS)" is defined by the Child Care and Development Services Act as a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to reach higher levels of quality, monitors and evaluates the impacts on child outcomes and disseminates information to parents and the public about program quality. (Education Code section 8203.1)
- b. "Local Educational Agencies (LEAs)" means OCDE and the School District.
- c. "Covered Information" means Personally Identifiable Information (PII) and Student Data in any media or format that is created, provided or maintained by the LEAs or acquired directly from the student or the student's parent(s) or legal guardian(s) through the use of instructional software or applications by OCDE or the School District. Covered information is intended to be interpreted broadly.
- 2. Effective Date: This Agreement shall become effective upon proper execution of the Parties and ratification by the School District's Board of Education. The effective date shall be the date upon which the last signature was affixed or the date the School District's Board of Education ratifies the Agreement, whichever is later (Effective Date).

- 3. Term: The term of this Agreement shall begin on July 1, 2016, and end no later than June 30, 2018 (Term).
- 4. **FERPA:** The Parties jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).

## 5. Duties of EQS:

- a. EQS will host, maintain, and fully secure web-based QRIS data collection and program management system known as iPinwheel for use by the LEAs.
- b. EQS will track all information collected or obtained from Participating Sites that is needed for assigning a QRIS Rating.
- c. EQS will protect School District's Covered Information pursuant to its "Technology Services Agreement for California Assembly Bill 1584 Compliance," which is incorporated into, and made part of, this Agreement as Attachment E. If School District or EQS determines that a separate agreement is necessary in order to proceed under this Agreement, School District and EQS agree to do so expeditiously and for the benefit of OCDE's access to Covered Information for purposes described in this Agreement.

#### 6. Duties of School District:

- a. School District will upload to the iPinwheel database current and valid site, agency, staff, and child information that is necessary for QRIS rating or the Common Data File as described in Attachment C.
- b. School District agrees to allow access to independent (external to the site being assessed) assessors assigned by OCDE to visit Participating Sites to conduct Environmental Rating Scales (ERS) and Classroom Assessment Scoring System (CLASS) assessments.
- c. Provide assessors with access to randomly selected student files or a centralized tracking system or database for review of child assessments and screenings or other alternatives.
- d. School District agrees to obtain parental consent on the "Authorization for Use or Disclosure of Student Information To and From Preschool Agencies," form, a copy of the authorization form is incorporated into, and made part of, this Agreement as Attachment F. School District will notify OCDE through iPinwheel regarding whether parental consent was granted.

- e. School District agrees to ensure the completion of an annual Continuous Quality Improvement Plan (CQIP) in iPinwheel for the School District's early learning program and each Participating Site.
- f. School District agrees to notify OCDE immediately if they become ineligible for QRIS participation because they are no longer "in good standing" with California Community Care Licensing, as defined by the CA-QRIS Implementation Consortium Implementation Guide with QualityStart OC Local Decisions (CA-QRIS Implementation Guide), which is incorporated into, and made part of, this Agreement as Attachment B.
- g. School District understands that at the termination of this Agreement, School District is not obligated to continue utilizing iPinwheel or EQS services. Should School District continue utilizing iPinwheel or EQS, School District will be responsible for all costs.
- h. If a participating site withdraws from the Orange County QRIS Program, the site and School District agrees to cease advertising or referencing the site as a QRIS participant. Withdrawal from the Orange County QRIS Program will terminate and/or end all coaching, technical assistances and eligibility for scholarships, incentives, or other offerings available through the Orange County QRIS Program.

## 7. Duties of OCDE:

- a. Early Learning Services Training and Support:
  - 1. OCDE will provide School District with information regarding QualityStart OC QRIS regarding QRIS background information, detailed description of the QRIS Matrix Elements and Tiers, and how to achieve a QRIS site rating.
  - OCDE will provide a copy of the CA-QRIS Implementation Guide to School District and EQS. If there are updates or significant changes to the Implementation Guide, OCDE will provide copies of the updated version. This document shall be made available in the resources section of iPinwheel.
  - 3. OCDE will conduct QRIS assessments and site ratings in compliance with the CA-QRIS Implementation Guide. If CA-QRIS makes changes to the implementation guide, OCDE will modify rating and assessment practices as needed to remain in compliance.
  - 4. OCDE will offer School District no-cost professional development and trainings that will support programs in meeting QRIS Matrix requirements.
  - 5. OCDE will provide limited technical assistance (TA) and coaching to support School District preschool programs in improving site scores on the QRIS Rating Matrix.

- 6. OCDE will provide training and telephone support on how to access and operate iPinwheel application.
- 7. OCDE will provide external and reliable CLASS and ERS assessments needed for site rating to be conducted in compliance with the assessment protocols defined in the CA-QRIS Implementation Guide.
- b. OCDE will audit/evaluate School District preschool programs as follows:
  - 1. Utilize ERS and CLASS scores and program-provided data in iPinwheel database to establish a bi-annual QRIS site rating.
  - 2. Provide program participant with a QRIS site rating report. QRIS site ratings will be published by OCDE on the <u>www.qualitystartoc.com</u> website, and shared with the California Department of Education and Children's Home Society of California, the Resource and Referral agency for Orange County.
- c. Provide School District with a QualityStart OC QRIS emblem to display at their site, certificate of participation, and sample QRIS information for families in order to further advertise their participation and level of quality.
- d. OCDE will prioritize preschool programs serving at-risk children in Orange County for participation in QualityStart OC QRIS.
- e. OCDE access to Covered Information: Pursuant to Section 99.31(a)(3) and 99.35 of Title 34 of the Code of Federal Regulations, OCDE will access School District's Covered Information only for authorized purposes as outlined in this Agreement.

## 8. Incentive Funds:

- a. QRIS Incentive funds are intended to support high quality instruction and environments in the early childhood program. Incentive funds shall be used for materials and services that are tied to a CQIP and approved by the Early Learning Services Coordinator. Guidelines for non-reimbursable costs are described in the First 5 Impact Request for Application (Page 39 of 126), which is incorporated into, and made part of, this Agreement as Attachment G.
- b. School District will receive incentive funds in accordance with the Incentive Funds Allocation Table in Attachment A. The Maximum Payment Obligation of OCDE to School District under this Agreement is Two thousand five hundred dollars (\$2,500.00).
- c. Incentive funds may be paid as a (1) monetary reimbursement or (2) credit with Lakeshore Learning. School District must notify OCDE in writing regarding its preference for incentive fund payment within 30 days of executing this Agreement. If

no option is chosen by School District, incentive funds will be paid as a reimbursement.

- 1. Monetary Reimbursement:
  - a) If School District opts for monetary reimbursement, School District must submit an Invoice with itemized receipts and a QRIS Expenditure Report Form, Attachment H, detailing how the purchased material or service supports a CQIP and identify the Participating Site that received the material or service.
  - b) On or before March 30, 2018, reimbursement requests and supporting documents must be sent to Cindy Salisbury at csalisbury@ocde.us, and copied to Catalina Sanchez at csanchez@ocde.us
- 2. Lakeshore Credit
  - a) Alternatively, if School District opts for credit with Lakeshore Learning, School District will receive log-in instructions from Lakeshore Learning to access the ePro website. This website system will allow the agency to place orders directly to Lakeshore, up to the full amount of the incentive award. Orders exceeding this amount, including any tax or shipping fees, will be the responsibility of School District.
  - b) School District will be required to submit a QRIS Expenditure Report Form (Attachment H) with supporting documentation. The expenditure report should identify the materials purchased, how the material(s) supports a CQIP, identify the Participating Site that received the material. Required supporting documentation includes: (1) copy (s) of order confirmation(s) and packing slip for each material purchased.
  - c) On or before March 30, 2018, the QRIS Expenditure Report Form and copies of the supporting documents must be sent to Cindy Salisbury at <u>csalisbury@ocde.us</u>, and copied to Catalina Sanchez at csanchez@ocde.us
  - d) Failure to submit complete documentation, as described above in Section 8.c.2.b, will impact the School District's future ability to participate in a Lakeshore Credit Option and School District will be required to either return purchased items or refund OCDE for the monetary value of the credit that was used by School District but for which supporting documentation is incomplete.
- d. The QRIS Expenditure Report Form template to be used by School District for purposes of the Incentive Fund is incorporated into, and made part of, this Agreement as Attachment H.

- e. Any reimbursement requests or Lakeshore Learning credit not reported to OCDE by March 30, 2018, as described in Section 8, will be forfeited by the School District.
- f. School District shall maintain and preserve any and all written and electronic records relating to all incentive fund expenditures used under this Agreement, including without limitation original invoices, packing slips and receiving support document for a period of not less than 3 years after final payment under this Agreement.
- 9. **Copyright:** OCDE will retain sole copyright ownership of all educational curriculum and professional development materials developed for the Quality Start OC QRIS and Quality Start OC projects.

### 10. Miscellaneous:

- a. <u>Entire Agreement</u>: The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement modifying, amending or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.
- b. <u>Authority</u>: Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.
- c. <u>Governing Law</u>: This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of California, United States of America, without giving effect to principles regarding conflicts of laws.
- d. <u>Indemnity</u>: OCDE and School District agree to defend, indemnify, and hold each other, and their respective officers, employees, and agents harmless from any claims, demands or liabilities of any kind or nature, including but not limited to personal injury and property damage arising from or related to this Agreement, except for OCDE's or Agency's negligent performance pursuant to this Agreement.
- e. <u>Force Majeure</u>: Parties shall not be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or

of any civil or military authority, or other causes that are beyond the reasonable control of such party.

f. <u>Notices</u>. Any notice under this Agreement shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.

If to EQS, to:	Early Quality Systems, LLC 11956 Bernardo Plaza Drive, Suite 406 San Diego, CA 92128 Attn: Mark Crandall
If to OCDE, to:	Orange County Superintendent of Schools 200 Kalmus Drive Costa Mesa, CA 92626 Attn: Patricia McCaughey, Administrator
If to School District:	Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Attn:

- g. <u>Headings</u>: The headings to the sections hereof are for convenience only and have no legal effect.
- h. <u>Severability</u>: If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, or Exhibits unenforceable or invalid but rather the Agreement, or Exhibits, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- i. <u>Counterparts</u>: This Agreement may be executed in one counterpart, each of which shall be deemed an original, both of which shall constitute the same agreement.
- j. <u>Review</u>. The Parties acknowledge that each has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, the Parties expressly waive any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agrees and affirms that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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Ву:	um	PIL Car	/		-

Print Name: Patricia McCaughey

Title:	Administrator	
Date:	7/24/0017	

### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

By:	

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

Title:	

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

EARLY QUALITY SERVICES, LLC
By:
Print Name; CAVE Handay
Title: DVEDV & OPERAD
Date: 1241201

# ATTACHMENT A Participating Preschool Sites of the School District and Incentive Funds Allocation Table

\$ 2,500.00		Total	
\$	yes	Wood Canyon Elementary	Capistrano USD
\$-	yes	Viejo Elementary	Capistrano USD
\$ -	yes	Tijeras Creek Elementary	Capistrano USD
\$ -	yes	San Juan Elementary School	Capistrano USD
\$ -	yes	R.H. Dana Elementary School	Capistrano USD
\$ I	yes	Palisades Elementary School	Capistrano USD
\$ ©	yes	Oak Grove Elementary School	Capistrano USD
\$ 500.00	no	Malcom Elementary School	Capistrano USD
Ş	yes	Lobo Elementary Preschool	Capistrano USD
÷ ع	yes	Las Palmas Elementary School	Capistrano USD
\$ ©	yes	Las Flores Elementary School	Capistrano USD
\$ I	yes	Ladera Ranch Elementary School	Capistrano USD
÷	yes	Kinoshita Elementary School	Capistrano USD
÷ ج	yes	Hidden Hills Elementary School	Capistrano USD
\$ 500.00	no	George White Elementary School	Capistrano USD
÷-	yes	Don Juan Avila Elementary School	Capistrano USD
\$ -	yes	Crown Valley Elementary School	Capistrano USD
<b>ې</b>	yes	Concordia Elementary School	Capistrano USD
÷ \$	yes	Clarence Lobo Elementary School	Capistrano USD
\$ 500.00	no	Chaparral Elementary School	Capistrano USD
\$	yes	Castille Elementary School	Capistrano USD
ج ۲	yes	Carl Hankey Elementary School	Capistrano USD
\$ 500.00	no	Bergeson Elementary School	Capistrano USD
\$ 500.00	no	Bathgate Elementary School	Capistrano USD
Amount	CSPP /	Site Name	Agency Name

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EXHIBIT 9 13 of 13

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Brad Shearer, Assistant Superintendent, Curriculum and Instruction Preschool-Grade 5
Date:	October 11, 2017
Board Item:	Addendum Agreement for Additional School Participating in Inside the Outdoors School Programs Agreement Number: #10004:

# **HISTORY**

The Orange County Department of Education's (OCDE) Inside the Outdoors program provides engaging outdoor education field trip experiences and classroom sessions on science topics for schools and districts in Southern California. Their "Traveling Scientist" program provides 45-75 minute sessions on a variety of science topics. The classroom sessions help inspire and promote student interest in science.

# **BACKGROUND INFORMATION**

The Board approved, on August 23, 2017, the participation of 5 schools in OCDE's Inside the Outdoors "Traveling Scientist" program for a variety of dates and sessions across the 2017-2018 school year. Don Juan Avila Elementary School was one of the 5 schools. The school recently indicated its interest in additional sessions for its students.

### **CURRENT CONSIDERATIONS**

Don Juan Avila has requested that additional "Traveling Scientist" sessions be added to those already approved. The scheduled date for these additional sessions is October 20, 2017. The sessions would be on several different science topics.

### FINANCIAL IMPLICATIONS

The estimated additional amount required by this addendum to the contract is \$655 paid by gift funds from the school site.

# <u>DATA</u>

It is estimated that 90 students at Don Juan Avila Elementary School will participate in these additional sessions provide on October 20, 2017.

# **STAFF RECOMMENDATION**

It is recommended the Board approve the Addendum Agreement for Additional School Participating in Inside the Outdoors School Programs Agreement Number: #10004.

- **PREPARED BY:** Brad Shearer, Assistant Superintendent Curriculum and Instruction Preschool-Grade 5
- APPROVED BY: Susan Holliday, Associate Superintendent, Education Services



Orange County Department of Education Contracts Unit - Inside the Outdoors 200 Kalmus Drive, P.O. Box 9050 Costa Mesa, CA 92628-9050 Phone: 714-708-3885 Fax: 714-668-7953 Email: itocontracts@ocde.us



ADDENDUM School Program

Date:	September 21, 2017
То:	Dr. Susan Holliday, Associate Superintendent Capistrano Unified
From:	Orange County Department of Education Contracts Unit
Subject:	Agreement for Additional School Participating in Inside the Outdoors <sup>*</sup> School Programs Agreement Number: <u>#10004</u>

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.

☐ Sign and return this Addendum at least <u>14 business days</u> before your school(s) Program(s) to complete our Agreement please send to the above address, fax or email.

Tuition Fees: \$6.50 or \$7.75 per student (60 student minimum) <u>For all school programs, a daily mileage/travel fee will be charged.</u> The fee will be \$50.00 to \$115.00 depending on drive time and distance.

You are financially responsible for at least 90% of the listed number of students, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event. Payment shall be made based on the number of students that actually attend, but not less than ninety percent (90%) of the number of students enrolled in the program.

If a school has received a grant from Inside the Outdoors Foundation your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Traveling Scientist program for all absences that fall below 90% (see Exhibit B for detailed fees).

To reschedule, a notice of twenty business days is required and an additional \$75.00 fee may be charged. Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation. If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of your contracted enrollment.

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Fee per Student
Avila Elementary School	TRAVELING SCIENTIST 4 - MORE THAN ONE PROGRAM	10/20/2017		K5	90	\$6.50
Avila Elementary School	Mileage	10/20/2017				\$70.00

Note: New

\*Please refer to Section 10.0 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Capistrano Unified	
School District	
Augus alidas	
Authorized Signature	
Dr. Susan Holliday	
Print Name	
Associate Superintendent	
Title Date	e September 21, 2017



### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Gregory Merwin, Associate Superintendent, Student Support Services Wendy Pospichal, Executive Director, Integrated Support Services
Date:	October 11, 2017
Board Item:	Addendum to the Memorandum of Understanding with Mission Hospital Medical Center

### **HISTORY**

The District entered into a Memorandum of Understanding (MOU) with Mission Hospital Medical Center (Hospital) on September 1, 2013. The purpose of the MOU was for the Hospital to provide additional educational support and programs for District students through heath promotional assistance and services.

### **BACKGROUND INFORMATION**

The Addendum addresses changes since September 1, 2013, including: the Hospital specific program engaged in these services has been renamed to Community Benefit; the Hospital will no longer address the areas of childhood obesity and asthma; the Hospital will address substance use prevention and mental health awareness; fingerprinting provisions and criminal background investigation requirements will be implemented as appropriate; survey and educational activities will require District approval prior to commencement; and any District approved survey data will be gathered and stored anonymously with no personal information tied to responses. The MOU and Addendum will be effective through June 30, 2020.

### FINANCIAL IMPLICATIONS

There are no financial implications.

# **STAFF RECOMMENDATION**

Approval of the Addendum to the Memorandum of Understanding with Mission Hospital Medical Center.

PREPARED BY: Wendy Pospichal, Executive Director, Integrated Support Services

APPROVED BY: Gregory Merwin, Associate Superintendent, Student Support Services

Page 1 of 1 EXHIBIT 11 1 of 15

# Addendum

Addendum to the Memorandum of Understanding ("Agreement") dated Sept 1, 2013.

This Addendum to the Memorandum of Understanding ("Agreement") is made and entered into this 12<sup>th</sup> day of October, 2017 between Mission Hospital Medical Center, a California nonprofit public benefit corporation ("Hospital"), and Capistrano Unified School District ("Agency"), a California nonprofit public benefit corporation (collectively, the "Parties").

### RECITALS

WHEREAS, on September 1, 2013, the Parties entered into a Memorandum of Understanding to cooperate in providing faculty, staff, students and student families with education and referrals in regards to health promotion, primarily in the areas of childhood obesity and asthma; and

WHEREAS, the Hospital specific program engaged in these services has been renamed to Community Benefit

WHEREAS, the Parties now desire to expand the focus to include substance use prevention and mental health awareness and

WHEREAS, the Parties are supplementing the Agreement with this Addendum.

### ADDENDUM

In addition to the terms and conditions set forth in the Agreement, the Parties hereby include in the Agreement the following additional terms:

1. Hospital will no longer address the areas of childhood obesity and asthma.

2. The Hospital will address substance use prevention and mental health awareness.

3. The Hospital may provide an outside consultant to conduct student and/or parent surveys, with District approval, and other related activities which promote substance use prevention and public health communications in compliance with HITECH Act, 42 U.S.C. 17936 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and the Family Educational Rights and Privacy Act of 1974 (FERPA) regulations.

4. To better facilitate Agency's agreement to provide space where classes, activities and other HPS program services can be held, Hospital shall coordinate any activity with Agency's designated contact person. Unless the Agency determines that Hospital, its employees, agents, subcontractors, invitees, and/or volunteers will have limited and/or no contact with Agency students, Hospital shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, §1500 et seq.). Hospital shall provide in writing verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements, for any providers who will be unsupervised with students, to Agency prior

to the commencement of any surveys or related educational activities on the Agency Property and prior to permitting contact with any Agency students.

5. The Parties agree that any and all survey data collected either hard copy or electronically will be gathered and stored anonymously. Any and all data gathered shall be confidential with no personal information tied to the responses.

6. This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement, including terms and conditions of addenda other than this Addendum, and amendments or modifications thereto, shall remain in full force and effect.

7. The term of the agreement shall continue through June 30, 2020.

We, the undersigned, as authorized representative of Mission Hospital and Capistrano Unified School District do hereby approve this document.

### **Mission Hospital**

By: \_\_\_\_\_ Eileen Haubl Senior Vice President and Chief Financial Officer Date: \_\_\_\_\_

### **Capistrano Unified School District**

By: \_\_\_\_\_\_Kirsten Vital Superintendent Date: \_\_\_\_\_\_

#### (또한 한만에다이)의 관계(44일 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into and effective on Sept 1, 2013 ("Effective Date"), by and between Mission Hospital Medical Center, a California nonprofit public benefit corporation ("Hospital"), and Capistrano Unified School District ("Agency"), a California nonprofit public benefit corporation, to cooperate in providing faculty, staff, students and student families with education and referrals in regards to health promotion, primarily in the areas of childhood obesity and asthma The Hospital specific program engaged in these services is named Health Promotion Services ("HPS")

#### RECITALS

A Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standard of the Joint Commission and licensed by the California Department of Public Health The mission of Hospital includes improving the quality of life in the community it serves

B The purpose of Agency is to provide education to children and maintain health services-- the purpose of which is to educate students, families and school personnel in an attempt to improve the quality of life for children within the school district

C Hospital desires to provide additional educational support and programs for the Agency's health services consistent with its charitable purposes, on the terms and conditions set forth in this Agreement, and Agency desires to receive such assistance

D The purpose of this Agreement is to set forth the terms and conditions pursuant to which Hospital will provide health promotion assistance and services to the Agency and the Agency's cooperation and support of such services

#### AGREEMENT

**NOW, THEREFORE,** in consideration of mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

#### I. SCOPE OF PROGRAM

1.1 <u>Agency Services</u> Agency agrees that it shall assist and support the Hospital in its provision of health promotion services by providing the services described in **Exhibit A** (the "Services"), attached hereto and incorporated herein by reference Agency shall maintain its status as a not for profit corporation throughout the term of the Agreement

1.2 <u>Hospital Contribution</u> Hospital agrees that it shall provide educational services, support and referrals in the areas of childhood obesity and asthma as described in **Exhibit B** (the "Services) during the term of the Agreement subject to the terms and conditions of this Agreement

Updated 08.30.2013

### II. RELATIONSHIP OF PARTIES

2.1 <u>Independent Contractor</u> It is understood and agreed that the parties shall be and at all times are acting and performing as independent contractors under this Agreement

2.2 <u>Licensure</u> Hospital shall have and maintain throughout the term of the Agreement the licensure and permits required by a non-profit hospital and that its employees shall have the education, training, licensure, certification and experience necessary to provide the services

### III. TERM AND TERMINATION

3.1 <u>Term</u> The term of this Agreement shall commence as of the Effective Date and shall continue for five (5) years unless terminated sooner as provided for herein

3 2 <u>Termination without Cause</u> Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party

3.3 <u>Termination for Cause</u> Hospital may terminate this Agreement immediately for cause in the event that Agency (a) files for bankruptcy, is adjudicated bankrupt or has a receiver appointed for substantially all of its assets, (b) has any license or certifications required in order to carry out its duties under this Agreement revoked, suspended or otherwise restricted; or (c) fails to cure a material breach of this Agreement within thirty (30) days after written notice by Hospital specifying the nature of such material breach

#### IV. INSURANCE AND INDEMNIFICATION

4.1 <u>Insurance</u> Hospital shall, at its own expense, at all times during the term of this Agreement, maintain in full force and effect the following insurance policies in the following amounts (a) professional liability insurance or errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate, (b) comprehensive commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate, and (c) workers' compensation insurance as required by applicable state law and employers' liability insurance. Contractor shall furnish to Hospital, upon request, certificates of insurance evidencing that such coverage is in effect and shall notify Hospital at least thirty (30) days before any change or cancellation of such coverage

4.2 <u>Indemnification</u> Agency shall indemnify, defend and hold harmless Hospital and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of Agency, its officers, directors or employees in connection with this Agreement

### V. GENERAL PROVISIONS

5.1 <u>Confidentiality</u>. Agency and each of its employees, agents and contractors shall comply with all applicable laws regarding the confidentiality of patient information including but not limited to the regulations under the Health Information Portability and Accountability Act ("HIPAA")

5.2 <u>Assignment</u> Contractor shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party

Updated 08.30.2013

EXHIBIT 11

#### 5 of 15

5.3 <u>Attorneys' Fees</u> The prevailing party in any legal action to enforce this Agreement shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted

5.4 <u>Entire Agreement, Amendment</u> This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement

5.5 <u>Counterparts</u> This Agreement may be executed in counterparts, each of which shall be deemed original but such counterparts together shall constitute one and the same instrument

56 <u>Notices</u> Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered, (b) three (3) business days after being mailed by United States post, certified and return receipt requested, or (c) one (1) business day after being sent by a nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party

Mission Hospital 27700 Medical Center Rd , Suite 150 Mission Viejo, CA 92691 Attn President & CEO

Capistrano Unified School District 33122 Valle Rd San Juan Capistrano, CA 92675 Attn Executive Director of Student Support

7 12 <u>Severability</u> The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties

7 13 <u>Governing Law</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of California Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California

7 14 <u>Waiver</u> Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver

7 15 <u>Captions</u> Captions used herein as headings of various articles and sections are for convenience only and shall not be construed to be part of this Agreement or used in construing this Agreement

#### Signature page to follow.

Updated 08.30.2013

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#### 6 of 15

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

**Mission Hospital** "HOSPITAL" By Eileen Haubl Its Vice President and CFO 9/4/ Date \_\_\_\_ 0 **Capistrano Unified School District** 

"AGENCY" By USMMA Aulty

Executive Director of Student Support Date - <u>1</u>2 - 2 • • Tax ID No 2.12

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EXHIBIT 11

#### **EXHIBIT A**

#### **AGENCY SERVICES**

The Agency has identified the need to address the serious health issues of childhood obesity and asthma among its students, and wishes to bolster its existing health programs with services from Mission Hospital in the form of the Health Promotion Services asthma and obesity programs In furtherance of this end, the Agency will provide the following services

- A 1 Provide the Hospital with data and measurements of outcomes as requested by the Hospital,
- A 2 Participate as able in the South Orange County Childhood Obesity Taskforce, including attendance at quarterly meetings,
- A 3 Distribute information to individual school administrations regarding availability of asthma and childhood obesity programs and services and encourage school administration and staff to take advantage of such programs,
- A 4 Assist Hospital staff in providing services to schools, students and parents
- A 5 Provide space where classes, activities and other HPS program services can be held,
- A 6 Distribute and publicize activities, information and resources related to asthma and obesity education and management,
- A 7 Participate in evaluation and continuous improvement of HPS program,
- A 8 Maintain and safeguard all confidential information as it pertains to programs and services of the Hospital and School District

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### **EXHIBIT B**

#### **Hospital Services**

Based on publications from substantial governmental and non-profit organizations, i.e., National Institutes of Health, the CDC and County and State Health Agencies, and the expressed concerns of community members regarding the epidemic and serious nature of childhood obesity and asthma, the hospital have responded by developing childhood obesity and asthma programs. As schools "are where the kids are" and are significantly affected by these health conditions, it is a natural fit for the hospital and schools to work together on these issues

In furtherance of this end, the Hospital shall provide the following services

- B 1 Employ, supervise and/or contract with all Hospital staff necessary for the successful implementation and operations of health promotion programs,
- B 2 Provide health information, education and resources related to asthma and childhood obesity to students, staff and parents,
- B 3 Provide low cost or free health related programs and services for students and families,
- B 4 Provide direction for the ongoing strategic development of the programs,
- B 5 Maintain and safeguard all confidential student health information provided to the Hospital or its staff by the school distnct

#### **BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") supplements and is made a part of the service contract(s) ("Contract") by and between St. Joseph Health System ("SJH") acting on behalf of its ministries, all of which are Covered Entities as that term is defined herein and Capistrano Unified School District ("Business Associate" or "BA"). This Addendum is effective as of September 1, 2013.

- A. SJH is the designated "business associate" (as defined at 45 C.F.R. Section 160.103) for the Organized Health Care Arrangement ("OHCA") in which SJH's ministries are members.
- B. SJH wishes, through its ministries, to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- C. SJH and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable state and federal laws and regulations.
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require SJH to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under HIPAA, the HIPAA Regulations and the HITECH Act, and in those states referenced in Section 2(m) herein under applicable state law.
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

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- g. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1 HITECH Compliance Date shall mean the date for compliance set forth in the HITECH Act or the implementation regulations thereunder.
- Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information.
- 1. **Protected Information** shall mean PHI provided by SJH to BA or created or received by BA on SJH's behalf.
- m Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

#### 2. **Obligations of Business Associate**

- Permitted Uses. BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by SJH. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of SJH.
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by SJH. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of SJH. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any

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breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.

- c. Prohibited Uses and Disclosures under HITECH. Notwithstanding any other provision in this Addendum, no later than the HITECH Compliance Date, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Contract and consistent with the requirements of 42 U.S.C. 17936 and the Privacy Rule; (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates consistent with the requirements of 42 U.S.C. Section 17935(a) and the Privacy Rule; (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of SJH and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the Privacy Rule; however, this prohibition shall not affect payment by SJH to BA for services provided pursuant to the Contract.
- d. Appropriate Safeguards. BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum. BA further agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI. No later than the HITECH Compliance Date, BA shall comply with Subpart C of Part 164 of the Security Rule. To the extent that BA creates, maintains, receives or transmits Electronic PHI on behalf of the SJH, BA shall implement the safeguards required by this paragraph 2.d with respect to Electronic PHI.
- e. **Mitigation.** BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this Addendum.
- f. Reporting of Improper Access, Use or Disclosure. BA shall, following the discovery of any Breach of Unsecured PHI, Security Incident, as defined in the Security Rule, and/or any actual or suspected access, use or disclosure of Protected Information not permitted by the Contract and Addendum or applicable law notify SJH in writing of such breach or disclosure without unreasonable delay and in no case later than three business days after discovery. Notwithstanding the foregoing, BA and SJH acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and SJH acknowledges and agrees that no additional notification to SJH of such unsuccessful Security Incidents is required. However, to the extent that BA becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, BA shall notify SJH of these attempts and provide the name, if available, of said party. BA shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such disclosure. BA agrees to pay the actual costs of SJH to provide required notifications and any associated costs incurred by SJH, such as credit monitoring for affected patients, and including any civil or criminal monetary penalties or fines levied by any federal or state authority having jurisdiction if SJH reasonably determines that the nature of the breach warrants such measures.
- g. Business Associate's Subcontractors and Agents. In accordance with 45 C.F.R. Sections 164.308(b)(2) and 164.502(e)(1)(ii), BA shall ensure that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI.

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- h. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the SJH, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to SJH for inspection and copying within five (5) days of a request by SJH to enable SJH to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. No later than the HITECH Compliance Date, if BA maintains a Designated Record Set electronically, and if an individual requests an electronic copy of such information, BA must provide SJH, or the individual or person properly designated by the individual, as directed by SJH, access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by SJH and the individual. Any fee that BA may charge for such electronic copy shall not be greater than BA's labor and supply costs in responding to the request.
- i. **Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of SJH, within thirty (30) days of receipt of a request from the SJH or an individual for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make any amendments that SJH directs or agrees to in accordance with the Privacy Rule.
- j. Accounting Rights. Within thirty (30) days of notice by SJH of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to SJH the information required to provide an accounting of disclosures to enable SJH to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and, no later than the HITECH Compliance Date, its obligations under the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by SJH. The provisions of this subparagraph 2.j shall survive the termination of this Addendum.
- k. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to SJH and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or Secretary's designated representative, for purposes of determining SJH's, the ministries' and BA's compliance with the Privacy Rule.
- 1. **Minimum Necessary.** No later than the HITECH Compliance Date, BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Compliance with Applicable State Laws.** Both Parties acknowledge and agree that SJH has ministries located in California and Texas and the services being provided by BA may be provided to some or all of SJH's ministries located in each of those states. To the extent state law in either state is not preempted by HIPAA, BA shall comply with applicable state law protecting the access, use, disclosure and maintenance of PHI including without limitation requirements for reporting of a breach, breach notification to affected individuals and training of BA's work force. For clarification, the current applicable state laws include the following:
  - 1. Texas
    - (i) Tex. Bus. Com. Code Ann. Section 521.001 et seq.
    - (ii) Tex. Health & Safety Code Ann. Section 181.001 et seq. and more

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specifically Section 181.101 (training program requirements for BA's employees) and Section 181.154 (notice to individuals if the individual's PHI is subject to electronic disclosure).

2. California

Cal. Civil Code Section 1798.80 et seq. and Cal. Civil Code Section 56-56.07 (Confidentiality of Medical Information Act)

n. **Delegation of Obligations.** To the extent BA is delegated to carry out SJH's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to SJH in the performance of such delegated obligation.

#### 3. Termination

- a. **Material Breach by BA.** A breach by BA of any provision of this Addendum, as determined by SJH, shall constitute a material breach of the Contract and shall provide grounds for termination of the Contract, any provision in the Contract to the contrary notwithstanding, with or without an opportunity to cure the breach. If termination of the Contract is not feasible, SJH will report the problem to the Secretary of DHHS. BA shall ensure that it maintains for itself the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to section 2(g) hereof.
- b Material Breach by SJH. As of the HITECH Compliance Date, pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the SJH that constitutes a material breach or violation of the SJH's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- c. Effect of Termination. Upon termination of the Contract for any reason, BA shall, at the option of SJH, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by SJH, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If SJH elects destruction of the PHI, BA shall certify in writing to SJH that such PHI has been destroyed.
- 4. Indemnification; Limitation of Liability. To the extent permitted by law, BA shall indemnify, defend and hold harmless SJH from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA in connection with the representations, duties and obligations of BA under this Addendum. Any limitation of liability contained in the Contract shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of the Addendum.
- 5. Assistance in Litigation. BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum available to SJH, at no cost to SJH, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against SJH, its directors, officers or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy.

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- 6. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI. Upon the compliance date of any such applicable laws and regulations, this Addendum shall automatically be amended such that this Addendum remains in compliance with such laws and regulations.
- 7. No Third-Party Beneficiaries. Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer upon any person other than SJH, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever
- 8. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.
- 9. **Regulatory References.** A reference in this Addendum to a section of regulations means the section as in effect or as amended, and for which compliance is required.
- 10. Identity Theft Program Compliance. To the extent that SJH is required to comply with the final rule entitled "Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 C.F.R. Part 681) (the "Red Flags Rule") and that BA is performing an activity in connection with one or more "covered accounts," as that term is defined in the Red Flags Rule, pursuant to the Contract, BA shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of SJH's Red Flags Program. BA shall provide its services pursuant to the Contract in accordance with such policies and procedures. BA shall report any detected "red flags," as that term is defined in the Red Flags Rule, to SJH and shall, in cooperation with Hospital, take appropriate steps to prevent or mitigate identity theft.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

SJH Mission Hospital

By:

Name:Eileen Hadbl Title:Vice President and CFO Date: 9/4/3

**BUSINESS ASSOCIATE** 

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### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Gregory Merwin, Associate Superintendent, Student Support Services Wendy Pospichal, Executive Director, Integrated Support Services
Date:	October 11, 2017
Board Item:	Addendum No. 2 to the Memorandum of Understanding with Wellness and Prevention Center

# **HISTORY**

The District entered into a Memorandum of Understanding (MOU) with Wellness and Prevention Center (WPC) on August 1, 2016. The purpose of the MOU was for WPC to provide increased accessibility to mental health services for children and families. Per the MOU, WPC provides youth counseling and wellness programs at San Clemente High School, Bernice Ayers, Middle School, Shorecliffs Middle School and Vista del Mar Middle School. Services include assessment and individual and family therapy for students seeking mental health services related to their functioning and relationships and universal wellness education for students.

# **BACKGROUND INFORMATION**

The Addendum adds the same services for San Juan Hills High School students and families. The MOU and Addendum will be effective through June 30, 2018.

### FINANCIAL IMPLICATIONS

There are no financial implications.

# **STAFF RECOMMENDATION**

Approval of the Addendum to the Memorandum of Understanding with Wellness Prevention Center.

PREPARED BY: Wendy Pospichal, Executive Director, Integrated Support Services

APPROVED BY: Gregory Merwin, Associate Superintendent, Student Support Services

# Addendum 2 – October 12, 2017

The Wellness & Prevention Center (WPC) will provide youth counseling and wellness programs at San Juan Hills High School. Services will include assessment and individual and family therapy for students, parenting education, small group therapy and education, and universal wellness education for students. The program may provide up to twenty (20) hours per week based upon needs of students and families at San Juan Hills High School and W&PC funding.

We, the undersigned, as authorized representative of WPC and CUSD do hereby approve this document.

Date:

**Kirsten Vital** Superintendent Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

Marci Medach Date: September 7, 2017 Marci Mednick, President **Board of Directors** Wellness & Prevention Center 700 Avenida Pico San Clemente, CA 92673

#### **MEMORANDUM OF UNDERSTANDING**

#### By and Between:

WELLNESS & PREVENTION FOUNDATION DBA WELLNESS & PREVENTION CENTER (WPC), And CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD), Collectively referred to as "Parties".

WELLNESS & PREVENTION FOUNDATION DBA WELLNESS & PREVENTION CENTER (WPC), a private nonprofit California Corporation, desires to enter into a MEMORANDUM OF UNDERSTANDING (MOU) with CAPISTRANO UNIFIED SCHOOL DISTRICT(CUSD), to provide increased accessibility to mental health services for children and families. Services will be delivered by WPC according to the terms of this agreement between the partners of WPC and CUSD.

#### PARTICIPATION COMMITMENT OF WELLNESS & PREVENTION CENTER:

WPC will provide youth counseling and wellness programs at San Clemente High School, Bernice Ayers Middle School, Shorecliffs Middle School and Vista del Mar Middle School. Services will include assessment and individual and family therapy for students seeking mental health services related to their functioning and relationships and universal wellness education for students. The program will provide a maximum of forty (40) hours per week on site at San Clemente High School, 700 Avenida Pico, San Clemente, CA 92672. Services will be based on community need, as well as, the available facility space, as determined by SCHS designee. The program may provide five (5) hours per week at each of the San Clemente Middle Schools, Vista del Mar Middle School, Bernice Ayers Middle School and Shorecliffs Middle School

#### PARTICIPATION COMMITMENT OF CAPISTRANO UNIFIED SCHOOL DISTRICT:

CUSD will provide locations at no cost to the Wellness & Prevention Center where mental health services may be provided to students, in order to increase accessibility to mental health services to the San Clemente community. CUSD will provide office space for confidential services, access to a computer with internet access, telephone, copy machine, and other office furniture at San Clemente High School, Bernice Ayers Middle School and Shorecliffs Middle School and Vista del Mar Middle School.

#### TERM:

The term of this MOU shall commence on August 1, 2016, and shall continue in full force and effect to and including June 30, 2018. This MOU shall automatically terminate at close of business on June 30, 2018.

#### **TERMINATION:**

Termination without Cause: Each party may terminate this MOU, without cause, by giving written notice to the other party. Such termination shall be effective thirty (30) days following receipt of the written notice.

Termination for Cause: Should either party be in default of any term hereof, the other party may immediately terminate this MOU for cause if the defaulting party fails to cure the default within ten (10) calendar days of receiving a written notice of the default.

#### NON-ASSIGNABILITY:

This Agreement shall not be assigned by any party without first obtaining the express written consent of the other party.

#### INDEMNIFICATION:

CUSD shall, to the fullest extent permitted by law, defend, indemnify, and hold WPC and their directors, officers, agents, clients, volunteers, and employees harmless against any claim or demand arising from any actual or alleged act, error, or omission by CUSD or its directors, officers, agents, clients, volunteers, and employees or arising from CUSD's duties and obligations described in this agreement or imposed by law. This indemnity and hold harmless provision shall exclude any claim or demand arising out of the willful negligence or intentional acts, errors, or omissions of the District and/or its directors, officers, agents, clients, volunteers, and employees.

WPC shall, to the fullest extent allowed by law, defend, indemnify, and hold CUSD and its directors, officers, agents, clients, volunteers, and employees harmless against any claim or demand arising from any actual or alleged act, error, or omission by WPC or their directors, officers, agents, clients, volunteers, and employees or arising from WPC duties and obligations described in this agreement or imposed by law. This indemnity and hold harmless provision shall exclude any claim or demand arising out of the willful negligence or intentional acts, errors, or omissions of the WPC and/or its directors, officers, agents, volunteers, and employees.

#### STATUS OFTHE PARTIES:

This MOU is by and between independent entities, WPC and CUSD, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between WPC and CUSD.

#### **INSURANCE:**

WPC shall keep in full force and effect for the duration of the MOU the insurance policy attached to this agreement as Exhibit A.

#### ALTERATION OF TERMS:

This MOU fully expresses all understanding of WPC and CUSD with respect to the subject matter of this MOU, and shall constitute the entire Agreement between the parties for these purposes. No addition to, or alteration of the terms of this MOU, whether written or verbal, shall be valid unless made in writing and formally approved and executed by all parties.

#### CALIFORNIA LAW:

This MOU shall be governed by, and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with, the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Orange County, California.

#### WAIVER:

The waiver by any party of any breach of any term or covenant herein contained shall not be deemed to be a waiver of such term or covenant, or any subsequent breach of the same or any other term or covenant herein contained.

#### COUNTERPARTS:

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

#### CAPTIONS:

The captions contained in this Agreement are for convenience only, and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

#### SEVERABILITY

Should any provision of this Agreement be legally determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

We, the undersigned, as authorized representative of WPC and CUSD do hereby approve this document.

Date:

Kirsten Vital Superintendent Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA92675 Marci Mularh Date: June 30, 2016

Marci Mednick, President Board of Directors Wellness & Prevention Center 8 Calle Angelitos San Clemente, CA 92673

Ą	ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
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CE	RTIFICATE HOLDER				CANC	ELLATION				
Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
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# Addendum 1 - August 4, 2016

On July 31, 2016, the WPC received funding to expand services to middle school students and their families in San Clemente. This will allow WPC to provide youth counseling and wellness programs at Bernice Ayers Middle School, Shorecliffs Middle School and Vista del Mar Middle School. Services will include assessment and individual and family therapy for students, parenting education, small group therapy and education, and universal wellness education for students. The program may provide up to twenty (20) hours per week based upon needs of each school (Bernice Ayers Middle School, Shorecliffs Middle School and W&PC funding.

We, the undersigned, as authorized representative of WPC and CUSD do hereby approve this document.

Date:

Kirsten Vital Superintendent Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Marci Mednick, President Board of Directors Wellness & Prevention Center 8 Calle Angelitos San Clemente, CA 92673

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services
Date:	October 11, 2017
Board Item:	Authorization of Coaches to Provide First Semester Physical Education Credit

# **HISTORY**

This is a standing item that is presented to the Board of Trustees on a semester basis.

Education Code § 44258.7(b) allows the local governing board to authorization a person who holds a teaching credential in a subject or subjects other than physical education to coach one period per day in a competitive sport for which students receive physical education credit.

# **BACKGROUND INFORMATION**

The District has a long standing practice of approving teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. It is permissible for Districts to assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award PE credit to students. State law requires that teachers be full time employees of the District, have completed a minimum of 20 hours of first aid instruction, and have been approved by the Board of Trustees.

# **CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the authorization of coaches to provide first semester physical education credit.

### FINANCIAL IMPLICATIONS

There is no fiscal impact.

# **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the authorization of coaches to provide first semester credit.

**PREPARED BY:** Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Page 1 of 1 EXHIBIT 13 1 of 4

Aut	horization of Coach	es to Provide First Sem	ester Physical Education Credit			
	October 11, 2017					
School	Last Name	First Name	Sport(s)			
Aliso Niguel High School	Barnett	Keith	Basketball (B)			
Aliso Niguel High School	Biggs	Paul	Golf			
Aliso Niguel High School	Calahan	Michael	Football			
Aliso Niguel High School	Colwell	Greg	Wrestling			
Aliso Niguel High School	Hanson	Craig	Baseball			
Aliso Niguel High School	Lynch	Erick	Water Polo (G)			
Aliso Niguel High School	Mashburn	Andrew	Track (B/G), Volleyball (G), Tennis (G)			
Aliso Niguel High School	Middlebrook	Stacy	Cross Country			
Aliso Niguel High School	Puffer	Jon	Water Polo (B)			
Aliso Niguel High School	Riach	Tim	Basketball (G)			
Aliso Niguel High School	Riddle	Juanita	Pep Squad			
Aliso Niguel High School	Walsh	John	Cross Country			
Aliso Niguel High School	Weinberg	David	Marching Band			
Aliso Niguel High School	Westling	Kurt	Football			
Capistrano Valley High School	Addison	Chad	Athletic Director			
Capistrano Valley High School	Bordner	Rich	Wrestling			
Capistrano Valley High School	Bucher	Ernst	Football			
Capistrano Valley High School	Clark	Brian	Football			
Capistrano Valley High School	Higginson	Patrick	Swim			
Capistrano Valley High School	Minier	Mike	Golf			
Capistrano Valley High School	Mulligan	Brian	Basketball			
Capistrano Valley High School	Ricci	David	Football			
Capistrano Valley High School	Scheppens	Scott	Football			
Capistrano Valley High School	Schultz	Brian	Surf			
Capistrano Valley High School	Shrader	Loren	Pep Squad			
Capistrano Valley High School	Sorrell	Jason	Soccer			
Capistrano Valley High School	Tribe	Josh	Football			
Capistrano Valley High School	Tucker	Emily	Drama			
Capistrano Valley High School	Waldukat	Andy	Band			

A	uthorization of Coach	es to Provide First Sem	ester Physical Education Credit		
October 11, 2017					
School	Last Name	First Name	Sport(s)		
Dana Hills High School	Casey	Brittany	SOCSA (Musical)		
Dana Hills High School	Cosenza	Brandon	Softball		
Dana Hills High School	Desiano	Tom	Basketball (B)		
Dana Hills High School	Forester	Glen	Golf (B/G)		
Dana Hills High School	Georgia	David	Basketball (G), Soccer, Water Polo, Tennis (B)		
Dana Hills High School	Ortiz	Ashley	Cheer		
Dana Hills High School	Rosa	Matt	Water Polo/Swim (B)		
Dana Hills High School	Sampson	Tim	Surf		
Dana Hills High School	Skinner	Phil	Football		
Dana Hills High School	Smith	Nicolas	Cross Country/Track (G)		
Dana Hills High School	Stinson	Rick	Stand Up Paddle		
Dana Hills High School	Wade	Steve	Drum Line		
San Clemente High School	Hamro	Jon	Basketball (G), Soccer (G), Volleyball (B)		
San Clemente High School	Johnson	Daniel	Cross Country		
San Clemente High School	Luciani	Dave	Wrestling		
San Clemente High School	Popovich	Marc	Basketball (B)		
San Clemente High School	Proodian	Dave	Cross Country (G)		
San Clemente High School	Reid	Matt	Cheer/Pep Squad		
San Clemente High School	Soto	Tony	Marching Band		
San Clemente High School	Stephens	John	Tennis (G)		
San Juan Hills High School	Briggs	Charles	Football		
San Juan Hills High School	Efstathiou	Jason	Basketball		
San Juan Hills High School	Flowers	Aaron	Football		
San Juan Hills High School	Hernandez	Juan	Football		
San Juan Hills High School	Humphreys	Daniel	Water Polo		
San Juan Hills High School	King	Emily	Pep Squad		
San Juan Hills High School	Moore	Farrel	Soccer		
San Juan Hills High School	Roberts	Nate	Surf		

A	uthorization of Coache	s to Provide First Sem	ester Physical Education Credit			
	October 11, 2017					
School	Last Name	First Name	Sport(s)			
San Juan Hills High School	Summers	Robert	Cross Country			
San Juan Hills High School	Tinker	James	Golf			
Tesoro High School	Alexander	Ted	Football			
Tesoro High School	Brail	Rick	Baseball			
Tesoro High School	Ciccomascolo	Lauren	Lacrosse			
Tesoro High School	Dileo	Tim	Tennis (G)			
Tesoro High School	Garrett	Steve	Basketball (B)			
Tesoro High School	Gibson	Mike	Swim			
Tesoro High School	Johnstone	Van	Golf			
Tesoro High School	Magana	Andy	Marching Band			
Tesoro High School	Olinger	Cathy	Marching Band			
Tesoro High School	Pinon	Ryan	Surf			
Tesoro High School	Polk	Rich	Volleyball			
Tesoro High School	Poston	Matt	Football			
Tesoro High School	Seale	David	Football			
Tesoro High School	Skaff	Don	Soccer (B)			
Tesoro High School	Smathers	Roxanne	Cross Country			

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Gordon Amerson, Ed. D., Associate Superintendent, Human Resource Services David Stewart, Ed. D., Executive Director, Districtwide Professional Learning
Date:	October 11, 2017
Board Item:	Subscription, Services and Hosting Agreement – Performance Matters, LLC

# **HISTORY**

Professional learning is a cornerstone of the District's continuous improvement process. As technology solutions have emerged over the past decade, the use of a platform like Truenorthlogic has streamlined tracking, monitoring and implementing robust professional learning opportunities.

# BACKGROUND INFORMATION

In June 2016 the Board approved the Subscription, Services and Hosting Agreement with iAssessment, LLC aka Truenorthlogic for the purpose of providing a single online source to comprehensively manage and monitor all professional development efforts, including budgets, room scheduling, and credit types throughout the District. The initial contract term was from June 30, 2016 through June 30, 2017. During the term of the agreement, Truenorthlogic, now Performance Matters, collaborated with the District Professional Learning Department to perform the baseline site set-up and training to personalize the online platform to meet the professional learning needs of the District.

# **CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the renewal of the Subscription, Services and Hosting Agreement with Performance Matters, LLC. This Agreement provides that Performance Matters, LLC will provide the District a subscription that includes access to and usage of Performance Matters hosted, District-branded website on the internet and the Performance Matters internet-based PK-12 professional growth and data management products. This agreement includes Google Classroom Learning Management System (LMS) integration, allowing the District to host virtual online Google Classroom professional learning classes on the Performance Matters platform. Certificated, classified, and management employees will be able to search the course catalog and quickly find all applicable live and online learning opportunities, and register and track progress with transcripts that include their course completion status and credits. The contract term is from July 1, 2017 through June 30, 2018.

Page 1 of 2 EXHIBIT 14 1 of 10

#### FINANCIAL IMPLICATIONS

Annual expenditures under this agreement are limited to \$43,640 funded by the Educator Effectiveness Grant.

#### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the renewal of the Subscription, Services and Hosting Agreement with Performance Matters, LLC.

- **PREPARED BY:** David Stewart, Ed.D. Executive Director, Districtwide Professional Learning
- APPROVED BY: Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

# performance matters

#### Subscription, Services and Hosting Agreement

This <u>Subscription</u>, <u>Services and Hosting Agreement</u> ("Agreement") is made between the following parties:

Performance Matters LLC.	Capistrano Unified School District,
a Utah limited liability company, located at:	located at:
7730 South Union Park Avenue, Suite 500	33 122 Valle Road
Sandy. Utah 84047	San Juan Capistrano, CA 92675
(referred to in this Agreement as "PM") and	(referred to in this Agreement as "Customer")

#### RECITALS

- A. PM is a provider of internet-based professional growth, data management, development and assessment platforms, products, systems and hosting services for schools, district, educators and other educational institutions and customers.
- B. Performance Matters and Customer entered into a Subscription, Services and Hosting Agreement dated June 29, 2016 for access to PM's system, and use PM's services and products to manage its professional development and data management needs.
- C. This Agreement supersedes and replaces any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, and comprises the complete agreement between the parties with respect to the subject matter. This Agreement may only be modified by a written agreement executed by both parties.
- D. As of July 2016, the address of record for Performance Matters LLC is changed to 7730 South Union Park Avenue, Suite 500, Sandy UT 84047 and the payment remittance address is changed to 8860 East Chaparral Road, Suite 100, Scottsdale, AZ 85250. All payments should be directed to Accounts Receivable at this address. Any billing questions may be sent via email to accounting@performancematters.com.

#### THE PARTIES AGREE AS FOLLOWS:

- <u>SITE SUBSCRIPTION AND PM PRODUCTS AND SERVICES</u>. During the Term of this Agreement, PM agrees to provide Customer and Customer-identified authorized users ("Authorized Users") a subscription that includes access to and usage of a PM-hosted. Customer-branded website on the internet (the "Site") and PM's internet-based K-12 professional growth and data management products ("Products") as described in <u>Exhibit A</u>. The Site will include certain proprietary software and Products of PM and will contain certain content and data entered by Customer. PM will provide ongoing support and maintenance services for the Site and Products, including application software required to support the Products and enhancements when generally made available. In conjunction with the subscription, PM will also provide (a) Implementation Services, (b) Hosting Services, (c) Software and Products, and (d) Training Services, each as set forth in detail in <u>Exhibit A</u>.
  - a. <u>Hosting Services</u>. Unless otherwise specified in <u>Exhibit A</u> or in a separate Service Level Agreement ("SLA"), and subject to routine maintenance and upgrade requirements, PM will use commercially reasonable efforts to have hosting services available for the Customer Site at all times. Customer will be notified by the PM Project Team regarding scheduled system maintenance, product patch release dates and associated information. PM provided hosting services for the Site do not include internet access at Customer's or any Authorized User's location. Obtaining and maintaining internet access will be solely Customer's responsibility and PM shall have no liability for interruptions and outages caused by Customer's Internet Service Provider.
  - b. <u>Software and other Products</u>. Subject to Section 5, PM will provide Customer access to and a limited license to use the Products and proprietary software for the number of users, the subscription term and at the cost specified in <u>Exhibit A</u>. As provided in Section 5 below, all Software licenses are non-exclusive and non-transferable, and shall terminate on the same date as this Agreement.
  - c. <u>Training Services</u>. Training services, Site and Product training, videos and/or documentation ("Training Services") for Customer are detailed in <u>Exhibit A</u>, and will be scheduled at a time mutually agreeable to the parties. All Training Services listed in <u>Exhibit A</u> must be completed within the first twelve months of the initial Term of the Agreement. Any Training Services detailed in <u>Exhibit A</u>, that are not used during the first twelve months of the initial Term are forfeited by the Customer. Upon execution of the Agreement, any unused Training Services previously purchased by Customer will expire. Class size for any Training Services is limited to twenty (20) attendees per session. PM may charge an extra fee for additional attendees in its sole discretion.
  - d. Service Change Requests. Any Customer requested updates, revisions, enhancements or changes in scope, Products, or price

that are not provided for in <u>Exhibit A</u> must be documented in a Service Change Request ("SCR") in the form attached as <u>Exhibit B</u>. Each SCR is an amendment to the Agreement, and must be executed by the parties prior PM commencing any of the work requested.

- 2. <u>CUSTOMER RESPONSIBILITIES AND OBLIGATIONS</u>. During the Term of the Agreement, Customer will be responsible for the following:
  - a. <u>Customer Data Format for Import and Implementation</u>. PM will provide Customer with specific data formatting and content requirements for the Customer Data that will be imported onto PM's platform (the "Data Import Requirements"). Customer will provide PM with all employee and other authorized user information at its own expense and in the format set forth in Data Import Requirements to perform the Implementation Services. Customer is responsible for insuring that the Customer Data to be imported complies with the Data Import Requirements. In the event Customer's implementation requires PM to process custom import files that differ from the Data Import Requirements, additional charges will apply and will be itemized in an SCR for approval by the parties prior to import services being performed.
  - b. Customer will manage and protect all authorized user registration, maintenance of passwords and accounts for end-user access, will keep all passwords secure and confidential, and will disable accounts and passwords as appropriate upon termination of any authorized user. Customer will use commercially reasonable efforts to prevent unauthorized access to its accounts. Customer will notify PM within forty-eight (48) hours in the event Customer becomes aware of any breach or unauthorized access to its account(s).
  - c. Customer be solely responsible for the accuracy and completeness of Customer Data and all activity in its account and on the Site.
  - d. Customer will use the Site, Products and Services only in accordance with PM's written technical guides and applicable law. Customer may allow authorized third parties to access the Product(s) and Site in compliance with the terms of this Agreement. provided that (i) the access is for the sole benefit of Customer; and (ii) such Customer-authorized third parties are contractually bound to comply with all applicable federal, state and local laws and with the terms of this Agreement.
- 3. <u>EFFECTIVE DATE, TERM AND TERMINATION</u>. This Agreement begins on the last date of signature ("Effective Date"). The initial Agreement term is three years ("Term"). Upon expiration of the initial three year term, the agreement automatically renews on the anniversary of the Effective Date for successive one-year terms ("Renewal Term") unless Customer gives PM written notice no less than sixty (60) days before the end of the Term or current Renewal Term. The Term and each Renewal Term includes the Subscription Term identified in Exhibit A.
  - a. <u>Mutual Termination for Material Breach</u>. Except for non-payment, if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
  - b. <u>Suspension for Violations of Law</u>. PM may temporarily suspend the Service or remove the applicable Customer Data, or both, if PM in good faith believes that Customer has violated any Applicable Law as part of using the PM System.
  - c. <u>Effect of Termination</u>. Upon termination or expiration of the Agreement:
    - i. PM will end Customer's Subscription, and terminate Customer's access to the Site, Services, Products, and related software.
    - ii. Customer will immediately pay any fees due and owing prior to the termination date.
    - iii. Upon written request of Customer, PM will make the Site and any Product available for Customer to export customer data for 60 days after termination.
  - d. <u>Funding-Out Clause</u>. Customer's payment obligation may conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify PM in writing before such termination, and provide PM with sufficient legal documentary proof of the non-availability of the funds. If Customer terminates Agreement due to lack of funding, Customer agrees not to acquire similar services from a third party for the remainder of the Term of the Agreement.
  - e. <u>Non-payment of Fees</u>. PM may terminate this Agreement and Customer's access to the Site, Services, Products and associated software for Customer's non-payment of amounts owed.

#### 4. <u>FEES</u>.

a. <u>Fees and Payment Terms</u>. Customer will pay all fees set forth on <u>Exhibit A</u> within thirty (30) days of receipt of invoice, unless other payment terms have been provided for and agreed upon in <u>Exhibit A</u>. Payments not made when due, shall bear EXHIBIT 14 interest at the rate of 1.5% per month, or the highest legal rate, whichever is less, commencing as of the due date, until fully paid.

Taxes. If Customer provides PM with a valid tax exemption certificate authorized by the appropriate taxing authority, PM b. will not charge or collect sales or other taxes as the exemption certificate provides. If no exemption certificate is provided, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Invoice (except for any PM income or PM employee taxes).

#### INTELLECTUAL PROPERTY, OWNERSHIP AND LICENSE. 5.

- a. License to Use Products. PM grants to Customer a limited, non-exclusive, non-transferable license to access and use software and Product(s) for the number of users and for the subscription term specified in Exhibit A. This license is solely for Customer's internal educational and training purposes.
- b. Customer Data. Customer represents and warrants that Customer has appropriate rights to any data and content Customer uploads or enters into the Site or a Product ("Customer Data"). All Customer Data remains the property of Customer, as between PM and Customer. Customer grants PM the right to use the Customer Data solely for purposes of performing under this Agreement and in accordance with all applicable federal, state and local laws and regulations ("Applicable Laws"). PM will adopt. implement and maintain commercially reasonable security measures and procedures (including, firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis.
- Restrictions. Customer will not (i) sell, resell, rent or lease the Site, Products, Software, or any other deliverable under this Agreement, (collectively, the "PM System") or use the PM System in a service provider capacity; (ii) use the PM System to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights or Applicable Law; (iii) interfere with or disrupt the integrity or performance of the PM System or attempt to gain unauthorized access to the PM System or their related systems or networks; (iv) use the PM System for any use other than for internal Customer educational or professional development purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the PM System, or modify, create derivative works based on the PM System; or (vi) access the PM System to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Any materials placed on the PM System inconsistent with the foregoing requirements shall be deemed to be a material breach of this Agreement and may be removed by PM.
- d. Products. All audio, video and other content, curriculum, documentation, and software (including without limitation applets, animations, and application software) required to support the PM System provided by PM as part of the Subscription are licensed to Customer as follows: PM grants Customer a non-exclusive, non-transferable license during the Agreement Term to access and use the PM System for internal educational and training purposes solely in connection with this Agreement.
- Artistic and Content Control. Except as expressly provided otherwise under the Agreement, Customer shall have exclusive e. artistic and editorial control over the Site, including the Site design and integration of Customer content. Any changes made to the artistic and editorial content of the Site following Customer's initial acceptance of the Site, will be subject to a SCR executed by the parties.
- PM's Reservation of Rights. The content, documentation, code, software, workflow processes, user interface, website, f. designs, design concepts, know-how, methodologies, used in or as part of the PM System are the sole property of PM and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain solely with PM and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the PM System. PM reserves all other rights not expressly granted to Customer in this Agreement.

#### 7. MUTUAL CONFIDENTIALITY.

- Definition of Confidential Information. Confidential Information means all non-public information including Personally a. Identifiable Information ("PII") as defined by applicable law, that is disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). PM's Confidential Information includes without limitation its user interface design and layout, pricing information, the Products, the Services or any deliverables.
- b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any EXHIBIT 14 TRENEWAL Yr2- Capistrano USD 7.1.2017for School District

Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

c. <u>Exclusions</u>. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide the non-disclosing party with advance notice to seek a protective order.

#### 8. INDEMNIFICATION.

- a. PM will defend or settle any third party claim against Customer to the extent that such claim alleges that PM technology used to provide the Site, Services or Products violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies PM of the claim in writing, cooperates with PM in the defense, and allows PM to solely control the defense or settlement of the claim. PM will pay infringement claim defense costs, PM-negotiated settlement amounts, and court awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then PM may modify the Site, Services or Products, procure the necessary rights, or replace the infringing part of the Site, Services or Products and refund any prepaid and unused fees. PM has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by PM or for any third party web services not owned by PM. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND PM'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under applicable law, Customer will defend, indemnify and hold harmless PM from and against any third party claims, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) Customer's negligence, misconduct or breach of this Agreement, (ii) any Customer Data or third party content, products, services or systems, including their integration or their required third party integration with the Service, and (III) any Customer violation of applicable law which results in third party claim against PM.

#### 9. WARRANTY AND WARRANTY EXCLUSION.

- a. <u>Compliance Warranty</u>. Each party will comply with, and will cause each of its employees, agents, and contractors to comply with all laws applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA").
- b. <u>PM Service Warranty</u>. PM warrants that commercially reasonable efforts will be made to maintain the online availability of the Site, Services or Products. CUSTOMER'S EXCLUSIVE REMEDY AND PM'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR PM TO REPAIR THE NON-CONFORMING SERVICES OR PRODUCT, OR IF PM CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN PM MAY TERMINATE ACCESS TO THE SITE, SERVICES OR PRODUCTS AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.
- c. <u>DISCLAIMERS</u>. ALL PRODUCT AND SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SITE, SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SITE, SERVICES OR PRODUCTS ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SITE, SERVICES OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SITE, SERVICES OR PRODUCTS WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

#### 10. LIMITATIONS OF LIABILITY.

- a. <u>EXCLUSION OF INDIRECT DAMAGES</u>. PM IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. <u>TOTAL LIMIT ON LIABILITY</u>. PM'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXHIBIT 14

(WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

#### 11. GENERAL.

- a. <u>Assignment</u>. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided however that PM may assign this Agreement to a purchaser of all or substantially all of its assets or its business provided that the assignee agrees to be bound by all of PM's duties and obligations under this Agreement. Any attempt to assign this Agreement without such consent will be null and void.
- b. <u>Severability</u>. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.
- c. <u>Force Majeure</u>. Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control including acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, failure of the internet, or fuel crises, provided that such party gives prompt written thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, at which time this Agreement will be deemed terminated by mutual consent of the parties subject to each party's post-termination obligations set forth in this Agreement.
- d. <u>Notices</u>. All notices under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail, return-receipt requested, or nationally recognized express courier, to the address shown above, attention the parties' authorized representative, or as may otherwise be specified by either party.
- e. <u>Independent Contractors</u>. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- f. <u>Waiver</u>. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- g. <u>Export Control</u>. The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. Customer agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. Customer acknowledges and agrees that Customer is responsible to obtain any license to export, re-export, import, or transmit as may be required.
- h. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located.
- i. <u>Money Damages Insufficient</u>. Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- k. <u>Entire Agreement: Amendment</u>. This Agreement and the attached Exhibits A and B comprise the complete agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified by a written agreement executed by both parties.

#### Accepted as of the Effective Date.

Customer: Capistrano Unified School District	Performance Matters LL	C
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
	EXHI <b>B</b> IT 14	
PM CONTRACT RENEWAL Yr2- Capistrano USD 7.1.2017for School District	$7_{\text{age}} 10$	494 of 935

Date:

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

# performance matters

#### EXHIBIT A

#### FEES, IMPLEMENTATION REQUIREMENTS and PRICING

#### **District Pricing Summary:**

- a. The Products are provided with "AS IS" functionality available on the Effective Date of this Agreement.
- b. No custom work is included in the listed price.
- <u>SITE IMPLEMENTATION FEES</u>. The Site Implementation Fees are based on the standard hours required by PM to perform the Baseline Site setup. Any additional hours needed to complete the Baseline Site setup will be addressed in a SCR to be agreed upon and executed by the parties. Implementation fees are detailed in the chart below:

Site Implementation Services	Hours	Fee
NA	0	\$0.00
Total of all Site Implementation Services:		\$0.00

# 2. **TRAINING SERVICES**. All Training Services must be scheduled and performed within the first twelve months of the initial Term of this Agreement.

Training Services		Quantity	Fee
NA		0	\$0.00
	Total of all Training Services:		\$0.00

#### 3. SUBSCRIPTION FEES.

Subscription Fees listed in the chart below are for Year 1 of the Agreement and include hosting services. All subscription fees will be increased by five percent (5%) annually on the anniversary of the Effective Date for the term of the Agreement.

Product	Per User Cost	Subscription Term	Subscription Fee
Professional Development Management System - 4.200 total users	\$9.20	July 1, 2017 – June 30. 2018	\$38.640.00
LMS Integration – Google Classroom	\$5,000.00	July 1, 2017 – June 30. 2018	\$5,000.00
	·	Total Subscriptions	\$43,640.00

#### 4. **<u>INVOICING</u>**:

Milestone	Fee Due Upon Milestone Completion	Due Date	Invoice Terms
Contract Execution: Includes Implementation Fees, Training Services, and Subscription Fees	\$43,640.00	July 1, 2017	NET 30



Page 8 of 8

#### Exhibit B Form of Service Change Request ("SCR")

Performance Matters LLC ("PM") a Utah limited liability company, located at: 7730 South Union Park Avenue, Suite 500 Sandy, Utah 84047	Customer Name ("Customer") located at: Address1 City, State Zip Code
SCR Effective Date	SCR Number
PM contact:	Client contact:

Effective on the SCR Effective Date, this SCR is incorporated by this reference into the [*insert name of Agreement*] dated \_\_\_\_\_\_, 20\_\_\_ ("Agreement") by and between the parties and is governed by the terms and provisions of that Agreement. Except as amended or supplemented by this SCR, the terms and conditions of the Agreement remain in full force and effect.

1. The Payment Remittance Address is Performance Matters, Accounts Receivable, 8860 East Chaparral Road, Suite 100, Scottsdale, AZ 85250. All payments should be directed to Accounts Receivable at this address. Any billing questions may be sent via email to <accounting@performancematters.com>.

#### Description of SCR Change to Agreement:

Accepted and Agreed as of SCR Effective Date.

[Customer]	Performance Matters LLC
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services Rich Montgomery, Executive Director, Human Resource Services/Compliance
Date:	October 11, 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

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Name	Position Title	Reason	Original Hire Date	Date of Separation
<u></u>		Iteuson	<u>IIIIe Date</u>	Separation
1. Aguilar, Roberto	Director II, Technical Svcs	Voluntary	02/13/2017	7 09/05/2017
2. Alston, Julie-Anne	IF-Sp Ed	Other Employment	12/13/2011	09/01/2017
3. Bleacher, Karen	IF-Sp Ed	Voluntary	08/22/2016	5 06/01/2017
4. Castillo, Carlos	Maintenance Worker	Deceased	05/15/1988	3 09/08/2017
5. Corbett, Vicki	LVN	Voluntary	02/27/2014	4 09/08/2017
6. Edwards, Carrie	Student Supvr	Voluntary	03/14/2016	5 09/01/2017
7. Furmanski, Jake	Walk On Coach	Voluntary	03/28/2013	8 06/28/2017
8. Huntington, Sally	Inst Asst	Voluntary	01/03/2012	2 09/08/2017
9. Jackson, Shawn	Student Supvr	Voluntary	12/09/2008	3 09/08/2017
10. Johnston, Christina	Inst Asst-Presch	Voluntary	08/28/2017	7 09/08/2017
11. Kratka, Therese	Student Supvr	Voluntary	04/11/2017	7 08/17/2017
12. Lopez-Curiel,	Sub IF-Sp Ed	District Initiated	04/14/2010	0 09/12/2017
Eduardo	Sub Inst Asst-Sp Ed			
13. Michelle, William	Inst Asst-Sp Ed	Voluntary	09/09/2013	3 08/15/2017
14. Neumiller, Richard	MS Campus Supvr	Other Employment	12/05/2016	5 06/01/2017
15. Pelkey, Nicole	Sub IF-Sp Ed	Other Employment	09/04/2014	4 06/30/2017
-	IF-Sp Ed			
16. Rial, Lisa	Sch Bus Driver	Retirement	01/03/1989	9 10/08/2017
17. Rial, William	Vehicle Maintenance	Retirement	09/04/1990	0 10/08/2017
	Lead			
18. Seigman, David	Technology Support	Voluntary	11/28/2016	5 09/29/2017
<b>C</b>	Spec I	·		
19. Solarczyk-Riyhani,	IF-Sp Ed	Voluntary	09/09/2013	3 09/30/2017
Evelyn	1	5		
20. Ten Eyck, Wyatt	IF-Sp Ed	Voluntary	12/19/2016	5 06/01/2017
21. Wells, Charlene	Inst Materials Spec	Voluntary	01/03/2017	7 09/18/2017
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#### ACCEPT RESIGNATIONS/TERMINATIONS

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

# **APPROVE EMPLOYMENT**

<u>Name</u>	Position-Full Time	Salary	Range <u>Step</u>	Effective Date
22. Gonzalez-Estrada, Miriam	Custodian I (12mo/40hpw)	\$2,987.98 mo	R26-1	09/18/2017
23. Reuter, Monica	Elem Sch Clerk (10.5mo/40hpw)	\$3,294.25 mo	R26-3	08/28/2017
Name	Position-Part Time	Salary	Range <u>Step</u>	Effective Date
24. Adams, Stephanie	MS Campus Supvr (9.5mo/17.5hpw)	\$17.65 hr	R23-3	08/25/2017
25. Barro, Lauryn	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	09/06/2017
26. Brandom, Bonnie	Sch Bus Driver (9.5mo/hrs per bid)	\$18.70 hr	R28-1	09/06/2017
27. Cardey, Christian	IF-Sp Ed (9.5 mo/17.5hpw)	\$15.62 hr	R22-1	09/01/2017
28. Clark, Christine	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	08/31/2017
29. Craft, Jamie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	08/22/2017
30. Gant, Glenn	Inst Asst-Science (9.5mo/17.5hpw)	\$14.50 hr	R19-1	09/25/2017
31. Garland, Laura	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	08/30/2017
32. Garn, Gretchen	IF-Sp Ed (9.5mo/17.5 hpw)	\$15.62 hr	R22-1	09/07/2017
33. Hernandez, Richard	FS Worker (9.5mo/17.5hpw)	\$12.82 hr	R14-1	09/18/2017
34. Johnson, Christina	Inst Asst-Presch (9.5mo/15hpw)	\$16.01 hr	R23-1	08/22/2017
35. Lopez, Alberto	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	08/22/2017
36. Martinez, Dennister	IF-Sp Ed (9.5mo/17.5hpw)	\$17.22 hr	R22-3	08/28/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

<u>Name</u>	Position-Part Time	<u>Salary</u>	Range <u>Step</u>	Effective <u>Date</u>
37. Okugawa, Sandra	Inst Asst-Science (9.5mo/17.5hpw)	\$14.50 hr	R19-1	10/02/2017
38. Oliva, Jennifer	Elem Library Media Technician (9.5mo/17.5hpw)	\$16.41 hr	R24-1	08/28/2017
39. Orange, Angela	Elem Library Media Technician (9.5mo/17.5hpw)	\$16.41 hr	R24-1	08/31/2017
40. Perry-Romero, Alyssa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	08/31/2017
41. Samadibokharaei, Maral	IF-Sp Ed (9.5mo/30hpw)	\$15.62 hr	R22-1	09/11/2017
42. Searle, Tamra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	08/22/2017
43. Smith, Joanna	IF-Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	08/23/2017
44. Spiridonoff, Traci	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	09/25/2017
45. Starkey, Mariah	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	09/25/2017
46. Thompson, Angela	Inst Asst (9.5mo/17.5hpw)	\$14.86 hr	R20-1	08/22/2017
47. Wheeler Kervick, Christina	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	10/02/2017
			Range	Effective
<u>Name</u>	Recall from Layoff	<u>Salary</u>	<u>Step</u>	Date
48. Salen, Astrid	Inst Asst (9.5mo/17.5hpw)	\$15.99 hr	R19-3	09/18/2017
49. Satpati, Mansi	Inst Asst-Presch (9.5mo/17.5hpw)	\$21.45 hr	R21-10	09/25/2017

#### **APPROVE EMPLOYMENT (Cont.)**

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

### **APPROVE EMPLOYMENT (Cont.)**

Name	Rescind Layoff	<u>Salary</u>	Range <u>Step</u>	Effective <u>Date</u>
50. Gurrola, Aida	Blngl Inst Asst-Presch (9.5mo/17.5hpw)	\$23.09 hr	R24-15	08/22/2017
			Range	Effective
Name	Position-Substitute	<u>Salary</u>	<u>Step</u>	Date
51. Abner, Anthony	Student Supvr	\$10.50 hr		09/11/2017
52. Baldasare, Michelle	Elem Library Media Technician	\$16.41 hr	R24-1	08/23/2017
53. Bartley, Lisa	Student Supvr	\$10.50 hr		08/28/2017
54. Berman, Kathryn	Student Supvr	\$10.50 hr		09/18/2017
55. Callens, Carole	MS Library Media Technician	\$17.24 hr	R26-1	07/31/2017
56. Cherone, Daniel	HS Campus Supvr	\$16.82 hr	R25-1	09/13/2017
57. Corbett, Vicki	LVN	\$19.03 hr	R30-1	09/09/2017
58. Corrao, Michele	Student Supvr	\$10.50 hr		09/11/2017
59. Edwards, Carrie	Student Supvr	\$10.50 hr		09/01/2017
60. Engelson, Sara	IF-Sp Ed	\$15.62 hr	R22-1	09/08/2017
	Inst Asst-Sp Ed	\$14.86 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$14.50 hr	R19-1	
61. Farhangpour, Baharak	Student Supvr	\$10.50 hr		08/28/2017
62. Fermin Gutierrez, Maxi	Student Supvr	\$10.50 hr		09/11/2017
63. Finch, Nicolette	IF-Sp Ed	\$15.62 hr	R22-1	09/12/2017
	Inst Asst-Sp Ed	\$14.86 hr	R20-1	
64. Gonzalez, Janette	IF-Sp Ed	\$15.62 hr	R22-1	09/12/2017
	Inst Asst-Sp Ed	\$14.86 hr	R20-1	
65. Gunn, Julie	Clerk I	\$16.01 hr	R23-1	08/28/2017
66. Johnson, Marcia	Clerk I	\$16.01 hr	R23-1	7/31/2017
67. Moliotis, Dimitrios	IF-Sp Ed	\$15.62 hr	R22-1	08/05/2017
	Inst Asst-Sp Ed	\$14.86 hr	R20-1	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Name	Position-Substitute	<u>Salary</u>	Range <u>Step</u>	Effective <u>Date</u>
68. Neri Vazquez,	IF-Sp Ed	\$15.62 hr	R22-1	06/30/2017
Nallely	Inst Asst-Sp Ed	\$14.86 hr	R20-1	
69. Ortega, Brandon	Inst Asst-Music	\$14.86 hr	R20-1	09/05/2017
70. Ragon, Sharon	HS Campus Supvr	\$16.82 hr	R25-1	09/14/2017
71. Romero, Susan	MS Campus Supvr	\$16.01 hr	R23-1	08/22/2017
72. Song, Mia	IF-Sp Ed	\$15.86 hr	R22-1	09/14/2017
73. Sosa, Iylin	Student Supvr	\$10.50 hr		09/18/2017
74. Stetina, Barbara	IF-Sp Ed	\$15.62 hr	R22-1	09/19/2017
	Inst Asst-Sp Ed	\$14.86 hr	R20-1	
	Clerk	\$16.01 hr	R23-1	
75. Wheaton, Melissa	Student Supvr	\$10.50 hr		09/05/2017
			Danaa	
N	Desition Class Town	0 - 1	Range	Effective
<u>Name</u>	Position-Short Term	<u>Salary</u>	<u>Step</u>	<u>Date</u>
76. Abrego-Galeanna, Asuncion	Student Supvr	\$10.50 hr		08/22/2017
77. Brown, Richelle	Student Supvr	\$10.50 hr		08/21/2017
78. Doss, Marian	Student Supvr	\$10.50 hr		08/22/2017
79. Hourigan, Carrie	Student Supvr	\$10.50 hr		08/22/2017
80. Martin, Alexander	Student Worker	\$10.50 hr		07/24/2017-
				06/30/2018
81. Mendez, Claudia	Student Supvr	\$10.50 hr		08/29/2017
82. Millager, Caramia	Student Supvr	\$10.50 hr		08/22/2017
83. Noll, Candice	Student Supvr	\$10.50 hr		08/22/2017
84. Novak, Tiffany	Student Supvr	\$10.50 hr		08/22/2017
85. Paez Escobedo, Veronica	Student Supvr	\$10.50 hr		08/22/2017
86. Poole, Jennifer	Student Supvr	\$10.50 hr		08/22/2017
87. Santos, Debra	Student Supvr	\$10.50 hr		08/22/2017
88. Trueblood, Brooke	Student Supvr	\$10.50 hr		08/22/2017

#### **APPROVE EMPLOYMENT (Cont.)**

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

# APPROVE CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	<u>Salary</u>	Effective <u>Date</u>
89. Calta, Danielle	Dance, HS	Tesoro HS	\$ 2,334.00	08/22/2017- 06/08/2018
90. Legacy, Craig	Trainer	Tesoro HS	\$ 3,735.00	08/22/2017- 06/08/2018
91. Mason, Laura	Drama, HS	San Clemente HS	\$ 3,735.00	08/18/2017- 06/08/2018
92. Nikolenko, Max	Trainer	Dana Hill HS	\$ 3,735.00	08/22/2017- 06/07/2018
93. Ohlen, Micah	Trainer	San Juan Hill HS	\$ 3,735.00	08/22/2017- 06/07/2018

#### APPROVE CIF CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	<u>Sal</u>	ary	Effective Date
94. Reimers, Lori	Tennis, Boys' Varsity (Head)	Capistrano Valley HS	\$	175.05	05/04/2017

#### APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

				Effective
<u>Name</u>	<u>Position</u>	Location	<u>Salary</u>	<u>Date</u>
95. Berry, James	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	08/21/2017- 10/31/2017
96. Bihl, Luke	Tennis, Girls' JV	Dana Hills HS	\$ 3,000.00	08/21/2017- 10/27/2017
	Tennis, Girls' Freshmen, Sophmore		\$ 3,000.00	
97. Bucknam, Keatyn	Ticket Taker	Capistrano Valley HS	\$ 3,000.00	07/01/2017- 06/30/2018
98. Carpenter, Anthony	Football, (Asst)	Tesoro HS	\$ 2,801.00	08/07/2017- 11/03/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

# APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

				Effective
<u>Name</u>	Position	<u>Location</u>	<u>Salary</u>	<u>Date</u>
99. Comers, DeAndre	Football,	Dana Hills HS	\$ 2,500.00	08/28/2017-
	(Asst)			11/03/2017
100. Copp, James	Cross Country,	Dana Hills HS	\$ 2,500.00	08/21/2017-
	Boys' (Asst)			11/03/2017
101. Diederich, Kristy	Volleyball,	Aliso Niguel HS	\$ 3,000.00	08/21/2017-
	Girls' Varsity (Asst)			11/03/2017
102. Folino, Vincent	Supporting ASB	Aliso Niguel HS	\$ 3,500.00	08/22/2017-
	Activities			06/30/2018
103. Forster, Jens	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
104. Gambina, Niccolo	Basketball,	San Juan Hills HS	\$ 750.00	07/01/2017-
	Boys' Varsity (Asst)			07/17/2017
105. Gillard, Henry	Band,	Aliso Niguel HS	\$ 1,100.00	08/01/2017-
	Marching, HS			07/01/2018
106. Granelli, Omar	Water Polo,	Aliso Niguel HS	\$ 3,000.00	08/21/2017-
	Varsity (Asst)			11/03/2017
107. Hamasaki, Vincent	Basketball,	Capistrano Valley HS	\$ 3,267.00	08/21/2017-
	Boys' (Asst)			10/31/2017
108. Hart, Samuel	Water Polo,	Aliso Niguel HS	\$ 3,000.00	08/21/2017-
	Boys' Varsity (Asst)			11/03/2017
109. Hickson, William	Activity Events	Aliso Niguel HS	\$ 3,500.00	
				06/30/2017
110. Himes, Marji	Choreographer	Aliso Niguel HS	\$ 1,500.00	08/01/2017-
				04/30/2018
111. Horn, Derek	Athletic Coach	Dana Hills HS	\$ 2,000.00	08/21/2017-
				11/03/2017
112. Hudson, Brett	Basketball,	San Juan Hills HS	\$ 800.00	07/01/2017-
	Boys' JV (Head)			07/17/2017
113. Jones, Christopher	Basketball,	Aliso Niguel HS	\$ 1,500.00	06/02/2017-
	Boys' Freshmen			06/30/2017
	(Head)	<b>_</b>		
114. Jones, Marina	Cross Country,	Capistrano Valley HS	\$ 2,334.00	08/21/2017-
	Girls' (Asst)			10/31/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

#### APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

				Effective
Name	Position	Location	<u>Salary</u>	Date
115. Kraker, Dave	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity, (Asst)			10/31/2017
116. Kratchovil, Fred	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
117. Kuwahara, Mitchell	Band,	Capistrano Valley HS	\$ 8,000.00	07/01/2017-
	Percussion			06/30/2018
118. Largaespada, Adam	Dance,	Aliso Niguel HS	\$ 4,000.00	08/01/2017-
	HS			06/01/2018
119. Ludwig, Suzanne	Tennis,	Dana Hills HS	\$ 3,000.00	08/21/2017-
	Girls' (Asst)			10/27/2017
120. Lujan, Britanne	Pep Squad,	Capistrano Valley HS	\$15,000.00	07/01/2017-
	Cheer			06/30/2018
121. Martin, Oliver	Basektball,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Girls' (Head)			10/31/2017
122. McGraw, Michael	Football,	Tesoro HS	\$ 2,801.00	08/07/2017-
	(Asst)			11/03/2017
123. Mitchell, Dani	Water Polo,	Capistrano Valley HS	\$ 2,801.00	08/21/2017-
	Boys' (Asst)			10/31/2017
124. Mordy, Tamara	Cross Country,	Capistrano Valley HS	\$ 2,334.00	08/21/2017-
	Boys' (Asst)			10/31/2017
125. Mouleart, Vince	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
126. Nilolenko, Max	Athletic Trainer	Dana Hills HS	\$33,500.00	
				06/01/2018
127. Oydna, Ethan	Lacrosse,	Capistrano Valley HS	\$ 3,501.00	
	Boys' (Head)			10/31/2017
128. Paris, Steve	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
129. Pelichowski, Brian	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
130. Powell, Neil	Soccer,	Capistrano Valley HS	\$ 3,501.00	
	Girls' (Head)			10/31/2017
131. Ribadeneira, David	Pep Squad,	Capistrano Valley HS	\$10,000.00	07/01/2017-
	Cheer			06/30/2018

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

# APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

				Effective
Name	Position	Location	<u>Salary</u>	Date
132. Ribadeneira, Eackel	Pep Squad,	Capistrano Valley HS	\$ 2,000.00	07/01/2017-
132. Ribudoholiu, Edeker	Cheer	Supisituno vunoj no	¢ <b>2,000.00</b>	09/01/2017
133. Ricci, Jake	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)	I J	. ,	10/31/2017
134. Richland, Asher	Cross Country,	Tesoro HS	\$ 1,800.00	08/28/2017-
	(Asst)			11/10/2017
135. Roman, Adam	Football,	Aliso Niguel HS	\$ 1,200.00	07/01/2017-
	Freshman (Asst)			07/31/2017
136. Sanchez, Steve	Wrestling,	Aliso Niguel HS	\$ 3,000.00	08/21/2017-
	Varsity (Asst)			11/03/2017
137. Short, Stan	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
138. Silverman, Garrett	Football,	San Clemente HS	\$ 2,500.00	08/21/2017-
	(Asst)			11/03/2017
139. Spearman, Mark	Tennis,	Dana Hills HS	\$ 3,000.00	08/21/2017-
	Girls' (Asst)			10/27/2017
140. Spector, Delany	Cheer	Dana Hills HS	\$18,000.00	08/01/2017-
				06/01/2018
141. Stratton, Andrew	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
142. Taylor, Chelsea	Track,	San Clemente HS	\$ 1,200.00	
	Girls' (Asst)			10/31/2017
143. Thompson, Thomas	Lacrosse,	San Clemente HS	\$ 1,800.00	
	Girls' (Asst)			12/08/2017
144. Trevino, Ricardo	Wrestling,	Aliso Niguel HS	\$ 3,000.00	
	Varsity (Asst)			08/10/2017
145. Van Every, Jake	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
146. White, Sean	Football,	Capistrano Valley HS	\$ 3,734.00	08/21/2017-
	Varsity (Asst)			10/31/2017
	Football,		\$ 2,801.00	
1 477 117 1 1 . 17 11	JV (Asst)		ф <b>1 5</b> 01 00	00/01/2015
147. Wright, Kelly	Volleyball,	Dana Hills HS	\$ 1,501.00	08/21/2017-
	Girls' JV			10/24/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

# **APPROVE PROMOTION**

<u>Name</u>	Former <u>Position</u>	Position	Range <u>Step</u>	Effective <u>Date</u>
148. Agrawal, Michelle	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-5	09/25/2017
149. Arce, Ramiro	Custodian I (12mo/40hpw)	Pool Maintenance Technician (12mo/40hpw)	R36-1	09/11/2017
150. Beales, Thomas	Technology Support Spec Lead (12mo/40hpw)	(12mo/40hpw) Mgr II, Technical Svcs (12mo/40hpw)	MGMT R50-6	08/28/2017
151. Becerra, Craig	Groundskeeper	HVAC Asst	R36-4	09/11/2017-
	(12mo/40hpw)	(Temp/40hpw)		12/03/2017
152. Doolin, Bridget	Inst Asst-Sp Ed	IF-Sp Ed	R22-3	10/16/2017
	(9.5mo/17.5hpw)	(9.5mo/30hpw)		
153. Galang, Rogel	Custodian I	Custodian III	R30-15	08/22/2017-
	(12mo/40hpw)	(Temp/40hpw)		11/19/2017
154. Gonzalez, Roberto	HVAC Asst	HVAC Technician	R40-15	09/05/2017-
	(12mo/40hpw)	(Temp/40hpw)		12/03/2017
155. Hopper, Haileigh	Sch Clerk II	HS Attendance Clerk	R26-3	08/22/2017-
	(10.5mo/40hpw)	(Temp/40hpw)		11/19/2017
156. Hughston, Kate	Inst Asst-Sp Ed	IF-Sp Ed	R22-2	09/11/2017
	(9.5mo/17.5hpw)	(9.5mo/30hpw)		
157. Murphy, Marissa	IF-Sp Ed	Sr IBI Asst/Tutor	R36-15	09/18/2017
	(9.5mo/35hpw)	(9.5mo/40hpw)		
158. Nguyen, Wendy	FS Worker	MS Campus Supv	R23-1	09/25/2017
	(9.5mo/15hpw)	(9.5mo/17.5hpw)		
159. Presley, Jennifer	IF-Sp Ed	Staff Secretary	R31-3	09/11/2017
	(9.5mo/30hpw)	(12mo/40hpw)		
160. Richardson-Ford,	Inst Asst-Sp Ed	IF-Sp Ed	R22-2	09/20/2017
Kellie	(9.5mo/17.5hpw)	(9.5mo/30hpw)		

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

#### **APPROVE REASSIGNMENTS**

<u>Name</u>	Former <u>Position</u>	<u>Reassignment</u>	Range <u>Step</u>	Earliest Effective <u>Date</u>
161. Bellah, Martha	Inst Asst-Presch (9.5mo/10hpw)	Infant/Toddler Child Care Provdr (9.5mo/17.5hpw)	R19-10	09/05/2017

#### APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	Former Position	Assignment Adjustment	Range <u>Step</u>	Effective Date
162. Albertini, Joana	Student Supvr (9.5mo/11.5hpw)	Student Supvr (9.5mo/10hpw)		08/22/2017
163. Anderson, Susan	(9.5mo/11.5npw) Student Supvr (9.5mo/2.75hpw)	(9.5mo/10npw) Student Supvr (9.5mo/2hpw)		08/22/2017
164. Arbour, Jennifer	(9.5mo/2.75npw) Student Supvr (9.5mo/8.4hpw)	(9.5mo/2npw) Student Supvr (9.5mo/12.5hpw)		08/22/2017
165. Belan, Vladimir	(9.5mo/30hpw)	(9.5mo/12.5hpw) IF-Sp Ed (9.5mo/32.5hpw)	R22-3	10/09/2017
166. Brock, Lindsey	(F-Sp Ed (9.5mo/30hpw)	(9.5mo/32.5hpw) IF-Sp Ed (9.5mo/32.5hpw)	R22-3	10/09/2017
167. Brubaker, Jessie	(9.5mo/17.5hpw)	(9.5mo/30hpw)	R22-3	09/05/2017
168. Cabanillas, Gaby	(9.5mo/17.5hpw)	(9.5mo/30hpw) IF-Sp Ed (9.5mo/30hpw)	R22-5	09/25/2017
169. Christner, Michele	(9.5mo/17.5mpw) Student Supvr (9.5mo/18.85hpw)	(9.5mo/30npw) Student Supvr (9.5mo/10hpw)		08/22/2017
170. Clarke, Brittany	(9.5mo/19.5hpw) (9.5mo/19.5hpw)	(9.5mo/Ponpw) Student Supvr (9.5mo/9.75hpw)		08/22/2017
171. Daley, Nicole	(9.5mo/17.5hpw) IF-Sp Ed (9.5mo/17.5hpw)	(9.5mo/9.79mpw) IF-Sp Ed (9.5mo/30hpw)	R22-3	09/18/2017
172. Demers, Shirley	(9.5mo/17.5hpw) IF-Sp Ed (9.5mo/17.5hpw)	(9.5mb/30hpw) IF-Sp Ed (9.5mo/30hpw)	R22-2	09/05/2017
173. Dietrich, Jennifer	(9.5mo/17.5npw) Student Supvr (9.5mo/19.75hpw)	(9.5mo/30npw) Student Supvr (9.5mo/12.5hpw)		08/22/2017

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Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Name	Former	Assignment	Range	Effective
	Position	<u>Adjustment</u>	<u>Step</u>	<u>Date</u>
174. Gorsline, Melinda	IF-Sp Ed	IF-Sp Ed	R22-2	09/14/2017
	(9.5mo/17.5hpw)	(9.5mo/30hpw)		
175. Grigsby, Lisa	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/12.75hpw)	(9.5mo/10hpw)		
176. Gunn, Julie	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/12.20hpw)	(9.5mo/13.75hpw)		
177. Gurgone, Nicole	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/23.8hpw)	(9.5mo/12.5hpw)		
178. Gutierrez, Laura	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/18.4hpw)	(9.5mo/13.7hpw)		
179. Haley, Dana	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/10hpw)	(9.5mo/9hpw)		
180. Harvey, Robert	MS Campus Supv	MS Campus Supv	R23-1	08/28/2017
	(9.5mo/15hpw)	(9.5mo/17.5hpw)		
181. Herbold, Michael	IF-Sp Ed	IF-Sp Ed	R22-10	09/18/2017
	(9.5mo/17.5hpw)	(9.5mo/30hpw)		
182. Hill, Nicola	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/7hpw)	(9.5mo/6hpw)		
183. Howrey, Sandra	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/16.35hpw)	(9.5mo/14.95hpw)		
184. Johnson, Naoko	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/18.4hpw)	(9.5mo/12.2hpw)		
185. Kane, Tiffany	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/13.25hpw)	(9.5mo/9.75hpw)		
186. Kelsey, Petah	Interpreter for Hearing		R30-10	08/21/2017
	Imparied	Impaired		
	(9.5mo/30hpw)	(9.5mo/32.5hpw)		
187. Loper, Alison	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/13.85hpw)	(9.5mo/7.5hpw)		
188. McNeil, Jacqueline	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/16.35hpw)	(9.5mo/16.25hpw)		
189. Naeinian, Mahnaz	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/17.2hpw)	(9.5mo/11.25hpw)		

#### **APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)**

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Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Name	Former	Assignment	Range	Effective
	Position	<u>Adjustment</u>	<u>Step</u>	<u>Date</u>
190. Nicolosi, Nancy	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/19.75hpw)	(9.5mo/10hpw)		
191. Pugmire, Renee	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/10hpw)	(9.5mo/9hpw)		
192. Reitzler, Pam	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/10hpw)	(9.5mo/9hpw)		
193. Reslan, Khadijah	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/18.75hpw)	(9.5mo/12.5hpw)		
194. Rowland-Mullen,	Student Supvr	Student Supvr		08/22/2017
Willow	(9.5mo/13.60hpw)	(9.5mo/9.2hpw)		
195. Sanchez, Thania	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/2.8hpw)	(9.5mo/10.6hpw)		
196. Sattari-Pour, Haleh	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/2.39hpw)	(9.5mo/10hpw)		
197. Sinclair, Jena	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/9hpw)	(9.5mo/14hpw)		
198. Solomon, Lynn	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/6.75hpw)	(9.5mo/7.5hpw)		
199. Sturgeon, Erica	Lead FS Worker II	Lead FS Worker II	R31-10	08/28/2017
	(9.5mo/17.5hpw)	(9.5mo/35hpw)		
200. Tatum, Jennifer	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/19.75hpw)	(9.5mo/7.5hpw)		
201. Toscano Barbosa,	IF-Sp Ed	IF-Sp Ed	R22-6	09/25/2017
Alejandra	(9.5mo/ 30hpw)	(9.5mo/31.5hpw)		
202. Urquhart, Marcie	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/10hpw)	(9.5mo/9hpw)		
203. Van Dijk, Courtnay	IF-Sp Ed	IF-Sp Ed	R22-2	09/25/2017
	(9.5mo/17.5hpw)	(9.5mo/30hpw)		
204. Viola, Sylvia	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/10hpw)	(9.5mo/9hpw)		
205. Wycoff, Patricia	Student Supvr	Student Supvr		08/22/2017
	(9.5mo/4.8hpw)	(9.5mo/13.7hpw)		

#### **APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)**

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

#### **APPROVE ASSIGNMENT ADJUSTMENTS (Cont.)**

Name	Former	Assignment	Range	Effective
	<u>Position</u>	<u>Adjustment</u>	<u>Step</u>	<u>Date</u>
206. Zolog, Mirela	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/11.25hpw)		08/22/2017

#### APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT OVER-TIME RATE OF PAY

Name	Additional Assignment	Effective <u>Date</u>
207. Stewart, Laura	IF-Sp Ed TAA NTE 90 hrs (Allow for traffic and unexpected breakdown on bus)	08/22/2017- 06/07/2018
208. Whiting, Susan	IF-Sp Ed	08/25/2017

	Additional	Effective
<u>Name</u>	<u>Assignment</u>	<u>Date</u>
209. Adamson, Coral	IBI Asst/Tutor	08/01/2017-
	TAA NTE 5 hrs (Move equipment to new location)	08/22/2017
210. Alfafara, Renee	Student Supvr	08/22/2017-
	TAA NTE 20 hrs (Provide childcare during parent	06/07/2018
	meeting)	
211. Applegate, Jodi	Inst Asst-Sp Ed	08/22/2017-
	TAA NTE 20 hrs (Assist with student transition)	06/07/2018
212. Arbour, Jennifer	Student Supvr	08/17/2017
	TAA NTE 6 hrs (Attend Energy Bus training)	
	Student Supvr	09/01/2017-
	TAA NTE 10 hrs (Provide childcare during ELAC and	06/07/2018
	parent meetings)	
213. Argent, Heidi	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

	Additional	Effective
<u>Name</u>	Assignment	Date
214. Ayon, Shari	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
215. Bacopulos, Dana	IBI Asst/Tutor	08/01/2017-
	TAA NTE 5 hrs (Move equipment to new location)	08/22/2017
216. Beas, Estella	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
217. Belden, Lene	Inst Asst - Sp Ed	08/22/2017
	TAA NTE 2 hrs (Help with beginning of year meeting/	
	policy acceptance)	
218. Borst, Wendy	Inst Asst - Sp Ed	08/21/2017
	TAA NTE 3 hrs (Attend meetings)	
219. Bridwell, Jared	IF-Sp Ed	08/17/2017
	TAA NTE 8 hrs (Attend Bus Driver Orientation)	
	IF-Sp Ed	08/22/2017-
	TAA NTE 90 hrs (Allow for traffic and unexpected	06/07/2017
	breakdown on bus)	
220. Brown, Richelle	Student Supvr	08/21/2017
	TAA NTE 2 hrs (Attend staff meeting)	
221. Burns, Mitravidna	IF-SpEd	08/17/2017
	TAA NTE 8 hrs (Attend Bus Driver Orientation)	
	IF-Sp Ed	08/22/2017-
	TAA NTE 90 hrs (Allow for traffic and unexpected	06/07/2017
	breakdown on bus)	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Name	Additional Assignment	Effective Date
222. Castaneda, Juana	<ul> <li>Student Supvr</li> <li>TAA NTE 5 hrs (Provide child care while parents attend workshops and meetings)</li> <li>Student Supvr</li> <li>TAA NTE 10 hrs (Provide student supervision for teacher's planning and preparation)</li> <li>Student Supvr</li> <li>TAA NTE 5 hrs (Attend student supvr meetings and safety training)</li> <li>Student Supvr</li> </ul>	08/22/2017-06/07/2018
	TAA NTE 6 hrs (Provide child care for parent Advisory	11/01/2017-
223. Centeno, Celina	Committee Meetings) Presch Teacher	05/01/2018 08/22/2017-
223. Contento, Connu	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
224. Cervantes, Martha	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
225. Chumley, Stacey	Inst Asst-Sp Ed	08/22/2017
	TAA NTE 2 hrs (Help with beginning of year	
	meeting/policy acceptance)	
226. Cisternas, Claudia	Blngl Comm Svcs Liaison	08/22/2017-
	TAA NTE 30 hrs (Intepret for parents during meetings, conferences and/or workshops)	06/07/2018
227. Dalton, Arlene	Health Asst	08/22/2017-
	TAA NTE 150 hrs (Augment current health office hours)	06/07/2018
228. Denaver, Pamela	Student Supvr	08/22/2017
229. Dhaliwal, Kanwal	TAA NTE 2 hrs (Attend staff meeting) Blngl Comm Svcs Liaison	06/05/2017
	TAA NTE 4 hrs (Attend Discovery Education Leader	
	Retreat)	
230. Dietrich, Jennifer	Student Supvr	08/21/2017
	TAA NTE 2 hrs (Attend staff meeting)	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

	Additional	Effective
Name	Assignment	Date
231. Dishno, Karen	MS Campus Supvr	08/22/2017-
	TAA NTE 2 hrs (Help with beginning of year	06/07/2018
	meeting/policy acceptance)	
232. Doering, Kimberly	IF-Sp Ed	08/17/2017
	TAA NTE 8 hrs (Attend Bus Driver Orientation)	
	IF-Sp Ed	08/22/2017-
	TAA NTE 90 hrs (Allow for traffic and unexpected	06/07/2017
	breakdown on bus)	
233. Eiler, Christine	IBI Asst/Tutor	08/01/2017-
	TAA NTE 5 hrs (Move equipment to new location)	08/22/2017
234. Farrell, Marilyn	Inst Asst - Sp Ed	08/21/2017
	TAA NTE 3 hrs (Attend meetings)	
235. Fernando, Rebecca	IF-Sp Ed	08/21/2017
	TAA NTE 3 hrs (Attend meetings)	
236. Fitzhugh, Marlene	Blngl Comm Svcs Liaison	08/28/2017-
	TAA NTE 10 hrs (Lead Parent Workshops, Misc Projects)	06/07/2018
237. Flotho, Lisa	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
238. Flynn, Margaret	IBI Asst/Tutor	08/1/2017-
	TAA NTE 5 hrs (Move equipment from to new location)	08/22/2017
239. Forbes, Kathryn	Inst Asst	08/03/2017-
	TAA NTE 20 hrs (Assemble Science kits for schools)	11/30/2017
240. Gagliardotto, Kathy	Student Supvr	08/18/2017-
	TAA NTE 25 hrs (Cover 2nd chance breakfast daily and	06/07/2018
	dismissal on ACE days)	
241. Garcia, Jessica	LVN	08/22/2017-
	TAA NTE 1.5 hrs (Attend Compliance Training)	08/31/2017
242. Gleason, Alicia	Student Supvr	08/07/2017-
	TAA NTE 10 hrs (Receive safety training)	06/07/2018
243. Guizar, Gabriela	Blngl Comm Svcs Liaison	06/05/2017
	TAA NTE 4 hrs (Attend Discovery Education Leader	
	Retreat)	

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	Additional	Effective
<u>Name</u>	Assignment	Date
244. Gunn, Julie	Student Supvr	08/17/2017
	TAA NTE 1 hr (Attend before school meeting)	00/01/0017
245. Gurgone, Nicole	Student Supvr TAA NTE 2 hrs (Attend staff meeting)	08/21/2017
246. Gutierrez, Laura	Student Supvr	08/17/2017
,	TAA NTE 6 hrs (Attend Energy Bus	
	training)	
	Student Supvr	09/01/2017-
	TAA NTE 10 hrs (Provide childcare during ELAC and	06/07/2018
247. Gutierrez, Susie	parent meetings) Student Supvr	08/22/2017-
	TAA NTE 20 hrs (Provide childcare during parent	06/07/2018
	meetings)	
248. Hanning, Kimberly	Student Supvr	08/18/2017-
	TAA NTE 45 hrs (Cover second chance breakfast daily and diaminant on ACE days)	06/07/2018
249. Harwood, Melinda	dismissal on ACE days) IF-Sp Ed	08/22/2017-
219: Hui wood, momau	TAA NTE 2 hrs (Help with beginning of year meeting/	06/07/2018
	policy acceptance)	
250. Heesch, Jennifer	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
251. Hernandez, Angelina	IF-Sp Ed TAA NTE 8 hrs (Attend Bus Driver Orientation)	08/17/2017
	Student Supvr	08/24/2017-
	TAA NTE 195 hrs (Supervise during breakfast to allow	06/07/2018
	teachers time to plan and prep)	
	IF-Sp Ed	08/22/2017-
	TAA NTE 90 hrs (Allow for traffic and unexpected	06/07/2018
252. Hernandez, Myrna	breakdown on bus) Blngl Elem Sch Clerk	08/16/2017-
, j	TAA NTE 40 hrs (Updating AERIES)	06/16/2018
253. Hernandez, Olga	Student Supvr	08/21/2017
	TAA NTE 2 hrs (Attend staff meeting)	

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	Additional	Effective
<u>Name</u>	<u>Assignment</u>	Date
254. Howard, Lisa	IF-Sp Ed	08/17/2017
	TAA NTE 8 hrs (Attend Bus Driver Orientation)	
	IF-Sp Ed	08/22/2017-
	TAA NTE 90 hrs (Allow for traffic and unexpected	06/07/2017
	breakdown on bus)	
255. Infante, Claudia	Blngl Comm Svcs Liaison	08/28/2017-
	TAA NTE 10 hrs (Lead parent workshops, misc projects)	06/07/2018
256. Johnson, Naoko	Student Supvr	08/17/2017
	TAA NTE 6 hrs (Attend Energy Bus training)	00/01/0015
	Student Supvr	09/01/2017-
	TAA NTE 10 hrs (Provide childcare during ELAC and	06/07/2018
	parent meetings)	06/05/2017
257. Kato, Dawn	Sch Clerk I	06/05/2017
	TAA NTE 4.5 hrs (Attend Business Plus training)	02/01/2017
258. Kelsey, Petah	Interpreter for Hearing Impaired	02/21/2017-
259. Knoot, Kevin	TAA NTE 27 hrs (Attend 5th grade Science Camp)	02/23/2017 07/28/2017
239. KII00t, Kevili	HS Library Media Clerk TAA NTE 10 hrs (Approved to start 1 day early)	07/28/2017
260. Lindsey, Ashley	IF-Sp Ed	08/22/2017-
200. Linusey, Asiney	TAA NTE 90 hrs (Allow for traffic and unexpected	06/07/2018
	breakdown on bus)	00/07/2018
261. Loper, Alison	Student Supvr	08/21/2017
201. Loper, Alison	TAA NTE 2 hrs (Attend staff meeting)	08/21/2017
262. Manjarrez, Stacy	MS Campus Supvr	08/22/2017-
202. Manjanez, Stacy	TAA NTE 2 hrs (Help with beginning of year meeting/	06/07/2017
	policy acceptance)	00/07/2017
263. Martinez, Brenda	HS Campus Supvr	08/07/2017-
2001 111101102, 210100	TAA NTE 16 hrs (Parking control for Professional	08/16/2017
	Learning classes)	
264. McKee, Danise	IBI Asst/Tutor	08/01/2017-
,	TAA NTE 7 hrs (Move equipment to new location)	08/22/2017
	· · · · · · · · · · · · · · · · · · ·	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Name	Additional Assignment	Effective <u>Date</u>
265. Mendez, Claudia	Student Supvr TAA NTE 5 hrs (Provide child care while parents attend	08/22/2017- 06/07/2018
	workshops and meetings)	00/07/2010
266. Miller, Amber	Student Supvr	08/07/2017-
	TAA NTE 10 hrs (Receive safety training)	06/07/2018
267. Miranda, Maria	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
268. Modino, Micky	Student Supvr	08/22/2017-
	TAA NTE 5 hrs (Attend student supvr meetings and	06/07/2018
	safety training)	
269. Montoya, Alexa	IF-Sp Ed	08/22/2017
	TAA NTE 2 hrs (Help with beginning of year	
	meeting/policy acceptance)	
270. Morrow, Susi	Presch Teacher	08/22/2017-
A	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
271. Naeinian, Mahnaz	Student Supvr	08/17/2017
	TAA NTE 1 hr (Attend before school meeting)	
272. Nicolosi, Nancy	Student Supvr	08/21/2017
	TAA NTE 2 hrs (Attend staff meeting)	
273. Noorzad, Tina	Presch Teacher	08/22/2017-
<b>27</b> 4 0 1 1 5 1 1	TAA NTE 60 hrs (Attend IEP meetings)	06/17/2018
274. Orlando, Deirdre	Inst Asst	08/22/2017-
	TAA NTE 86 hrs (Assist with Dibles, Math, etc.)	06/07/2018
275. Panning Labate, Tina		08/01/2017-
	TAA NTE 5 hrs (Move equipment to new location)	08/22/2017
276. Pascual, Michelle	Student Supvr	08/17/2017
	TAA NTE 1 hr (Attend before school meeting)	07/00/0017
277. Peterson, Erin	HS Library Media Clerk	07/28/2017
$270 \text{ D}_{2}$	TAA NTE 10 hrs (Approved to start 1 day early)	00/01/2017
278. Poole, Jennifer	Student Supvr	08/21/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Name	Additional Assignment	Effective <u>Date</u>
279. Ramierz, Elizabeth	Student Supvr TAA NTE 5 hrs (Provide child care while parents attend workshops and meetings)	08/22/2017- 06/07/2018
280. Rashidi, Akram	IBI Asst/Tutor	08/01/2017-
	TAA NTE 5 hrs (Move equipment to new location)	08/22/2017
281. Rassazian, Mahpareh	Student Supvr	08/07/2017-
	TAA NTE 10 hrs (Receive safety training)	06/07/2018
282. Reed, Tonya	Inst Asst-Sp Ed	08/22/2017
	TAA NTE 2 hrs (Beginning of year meeting/policy	
	acceptance)	
283. Reid, Lauren	IF-Sp Ed	08/22/2017-
	TAA NTE 5 hrs (Additional Student Support)	10/01/2017
284. Reslan, Khadijah	Student Supvr	08/17/2017
285. Reyes, Nancy	Blngl Comm Svcs Liaison	09/01/2017-
	TAA NTE 40 hrs (Translate during parent/teacher	06/07/2018
	conference)	00/07/2017
286. Reynolds, Debra	MS Campus Supvr	08/07/2017-
	TAA NTE 16 hrs (Parking control for Professional Learning classes)	08/16/2017
287. Richardson Ford,	Inst Asst-Sp Ed	08/21/2017
Kellie	•	08/21/2017
	TAA NTE 3 hrs (Attend meetings)	8/17/2017
288. Rios, Emily	IF-Sp Ed	8/1//201/
	TAA NTE 8 hrs (Attend Bus Driver Orientation)	00/00/0017
	IF-Sp Ed	08/22/2017-
	TAA NTE 90 hrs (Allow for traffic and unexpected breakdown on bus)	06/07/2018
289. Ripperger, Laurie	Inst Asst	08/22/2017-
207. Ripperger, Laurie	(TAA NTE 86 hrs (Assist with Dibles, Math, etc.)	06/07/2018
200 Robbing Dolig		06/07/2018 09/11/2017-
290. Robbins, Delia	Blngl Inst Asst-Sp Ed	
	TAA NTE 50 hrs (Help with Assessments Translating and Support)	03/30/2018

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

Nomo	Additional	Effective
Name	Assignment	Date
291. Rosas, Alicia	Inst Asst	08/22/2017-
	TAA NTE 20 hrs (Attend community activities with parents	06/07/2018
	and students)	
292. Runneboom,	Student Supvr	08/22/2017-
Michelle	TAA NTE 5 hrs (Provide child care while parents attend	06/07/2018
	workshops and meetings)	
293. Schooler, Deborah	IBI Asst/Tutor	08/01/2017-
	TAA NTE 5 hrs (Move equipment to new location)	08/22/2017
294. Scinico, Dorcas	Presch Teacher	08/22/2017-
	TAA NTE 60 hrs (Attend meetings)	06/17/2018
295. Scully, Elenita	Health Asst	08/22/2017-
	TAA NTE 20 hrs (Support office staff)	06/07/2018
296. Smith, Michael	Inst Asst-Sp Ed	08/22/2017-
	TAA NTE 2 hrs (Help with beginning of year meeting/	06/07/2017
	policy acceptance)	
297. Solomon, Lynn	Student Supvr	08/21/2017
	TAA NTE 2 hrs (Attend staff meeting)	
298. Soltis, Pamela	IBI Asst/Tutor	08/01/2017-
	TAA NTE 10 hrs (Move equipment to new location)	08/22/2017
299. Stewart, Laura	IF-Sp Ed	08/17/2017
	TAA NTE 8 hrs (Attend Bus Driver Orientation)	
300. Swartz, Brian	Boys' Athletic Equip/Locker Room Attendant	08/22/2017-
	TAA NTE 46 hrs (Sweep campus near baseball field)	09/22/2017
301. Szabo, Susan	IF-Sp Ed	08/22/2017-
	TAA NTE 2 hrs (Help with beginning of year meeting/	06/07/2018
	policy acceptance)	
302. Trueblood, Brooke	Student Supvr	08/18/2017-
	TAA NTE 45 hrs (Cover second chance breakfast daily and	06/07/2018
	dismissal on ACE days)	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

<u>Name</u>	Additional Assignment	Effective Date
303. Vargas, Sonia	Student Supvr TAA NTE 5 hrs (Provide child care while parents attend workshops and meetings)	08/22/2017- 06/07/2018
304. Vargas, Tracy	LVN TAA NTE 5 hrs (Open Health Office, create binders for student's medications)	08/21/2017
305. Vega, Sojahni	Student S medications) Student Supvr TAA NTE 10 hrs (Provide student supervision for teacher's planning/preparation) Student Supvr	08/22/2017- 06/07/2018
	TAA NTE 5 hrs (Attend student supvr meetings and safety training)	
306. Vermullion, Diana	MS Campus Supvr TAA NTE 2 hrs (Help with beginning of year meeting/	08/22/2017- 06/07/2018
307. Vigil, Laura	policy acceptance) Inst Asst-Computer Lab TAA NTE 40 hrs (Assist students with Chromebooks)	09/01/2017- 06/07/2018
308. Villegas, Rosa	Student Supvr TAA NTE 5 hrs (Attend student supervisor meetings and safety training)	08/22/2017- 06/07/2018
309. Weston, Kelly	IBI Asst/Tutor TAA NTE 5 hrs (Move equipment to new location)	08/01/2017- 08/22/2017
310. Whyte, Juanita	IF-Sp Ed TAA NTE 5 hrs (Assist Sp Ed student on senior trip)	10/11/2017
311. Winterbottom, Kelsey		08/22/2017- 06/07/2018
312. Woods, Claudia	MS Campus Supvr TAA NTE 2 hrs (Help with beginning of year meeting/ policy acceptance)	08/22/2017- 06/07/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

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

<u>Name</u>	Additional Assignment	Effective Date
313. Wycoff, Patricia	Student Supvr TAA NTE 6 hrs (Attend Energy Bus training)	08/17/2017
	Student Supvr	08/22/2017-
	TAA NTE 90 hrs (Supervise second chance breakfast for teachers to plan and prepare)	06/07/2018
	Student Supvr	09/01/2017-
	TAA NTE 10 hrs (Provide childcare during ELAC and	06/07/2018
314. Yager, Ladd	parent meetings) MS Campus Supvr	08/22/2017-
-	TAA NTE 2 hrs (Beginning of year meeting/policy acceptance)	06/07/2018
315. Zardinejad, Mahnaz	Student Supvr	08/07/2017-
	TAA NTE 10 hrs (Attend safety training meeting)	06/07/2018
316. Zolog, Mirela	Student Supvr	08/18/2017
	TAA NTE 1 hr (Attend before school meeting)	

#### APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

Name	Current <u>Position</u>	Position Sub As Needed	Range <u>Step</u>	Effective <u>Date</u>
317. Becerra, Patricia	Blngl Elem Sch Clerk	e	R34-5	08/10/2017
318. Cisternas, Claudia	(10.5mo/30hpw) Blngl Comm Svcs Liaison	Office Mgr Elem Sch Clerk	R26-10	08/22/2017
210 Coulty Alorita	(9.5mo/30hpw)	Elam Sah Office Man	D22 5	09/22/2017
319. Scully, Alenita	Health Asst (9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-5	08/22/2017
320. Wagner, Bridget	MS Campus Supvr (9.5mo/15hpw)	Student Supvr		08/22/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Classified Employees

### **APPROVE LEAVES OF ABSENCE**

Name	Position	Reason	Effective <u>Date</u>
321. Alvarez-Palma, Maria	FS Worker	Medical	09/11/2017- 01/07/2018
322. Augustin, Shari	FS Cashier	Personal	09/27/2017- 01/05/2017
323. McNeill, Melis	Inst Asst	Education	09/25/2017- 12/08/2017

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services Tim Brooks, Executive Director, Human Resource Services/Investigations
Date:	October 11, 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

### Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original <u>Hire Date</u>	Date of <u>Separation</u>
1. Ambrosino, Elizabeth	Sub Teacher	District Initiated	10/10/2013	09/19/2017
2. Barnett, Rosario	Sub Teacher	Personal	05/17/2017	06/30/2017
3. Bednar, Leigha	Sub Teacher	Other Employment	05/16/2017	06/30/2017
4. Cone, Kirsten	Sub Teacher	Other Employment	02/08/2016	06/30/2017
5. Devlin, Clare	Sub Teacher	Other Employment	12/14/2016	06/30/2017
6. Heal, Christina	Sub Teacher	Other Employment	01/14/2016	06/30/2017
7. Hernandez, Kristine	Sub Teacher	Other Employment	10/20/2016	06/30/2017
8. Iles, Mary	Sub Teacher	Other Employment	10/09/2012	09/14/2017
9. Jones, Joseph	Program Spec	Voluntary	08/25/2009	09/08/2017
10. Kaplan, Lauren	Teacher	Other Employment	10/04/2016	06/30/2017
11. Kohn, Katie	Sub Teacher	Other Employment	10/16/2008	09/13/2017
12. Manseau, Lynn	Sub Teacher	Deceased	11/14/2014	09/14/2017
13. Meek, Cindy	Sub Teacher	Other Employment	09/05/2017	09/17/2017
14. Nicotra, Dana	Sub Teacher	District Initiated	12/12/2016	12/09/2017
15. Partridge, Donna	Sub Teacher	Other Employment	05/03/2017	06/30/2017
16. Whetzel, Julie	Teacher	Retirement	09/01/1987	08/31/2017

### **APPROVE EMPLOYMENT**

Name	1st Year <u>Temporary</u>	Annual <u>Salary</u>	Column/ <u>Step</u>	Effective <u>Date</u>
17. Blakeley, Susan	Teacher	\$51,872	A-1	08/18/2017
18. Buck, Kylie	Teacher	\$51,872	A-1	09/08/2017
19. Connell, Sondra	Teacher	\$81,443	D-9	09/08/2017
20. Labbe, Kathryn	Teacher	\$76,028	D-7	09/08/2017
21. Richter, Christina	Speech Pathologist- 60%	\$75,977	SP-1	08/30/2017
22. Wilcox, Trace	Teacher	\$81,443	D-9	09/11/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### **APPROVE EMPLOYMENT (Cont.)**

Name	2nd Year <u>Probationary</u>	Annual <u>Salary</u>	Column/ <u>Step</u>	Effective <u>Date</u>
23. LeDuc, James	Teacher	\$66,953	B-7	08/18/2017
Name	Position	Annual <u>Salary</u>	Column/ <u>Step</u>	Effective <u>Date</u>
24. Bellante, Rich	Interim Principal, HS	\$713.32 per day		08/15/2017
25. Berrest, Stacy	Program Spec	\$90,818	MGMT R51-1	09/25/2017
26. Bratcher, Amanda	Program Spec	\$90,818	MGMT R51-1	10/02/2017
27. Castillo, Josie	Elem Sch Asst Principal	\$93,088	MGMT R51-2	09/11/2017
28. Clark, Danielle	Coordinator, Mental Health	\$110,390	MGMT R51-5	08/28/2017
29.			MGMT	
Davis, Danielle	Program Spec	\$95,359	R51-2	09/25/2017
30. Ernst, Julie	Elem Sch Asst Principal	\$93,088	MGMT R52-1	09/18/2017
31. Kindron, Laura	Elem Sch Asst Principal	\$93,088	MGMT R52-1	09/18/2017
32. Maxwell, Kimberly	Elem Sch Asst Principal	\$93,088	MGMT R52-1	09/25/2017
33. Shades, Judy	Interim Director, Related Svcs	\$550 per day		08/08/2017
34. Smith, Tad	Elem Sch Asst Principal	\$121,777	MGMT R52-6	09/08/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### **APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

35. Slobodnik, Jamie

36. Weber, Pamela

### APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per day

37. Alfonso, Kristin 38. An, Sophilia 39. Anapol, Jennifer 40. Annis, Sara 41. Boehling, Camy 42. Bowen, Genevieve 43. Boyle, Julia 44. Breese, Gabrielle 45. Brown, Trisha 46. Campbell, Cynthia 47. Cannan, Caroline 48. Casserly, Jill 49. Collins Julie 50. Cortright, Jennifer 51. Curtis, Rachael 52. Dak, Kristin 53. D'Aquanni, Christine 54. Drake, Melody 55. Eigle, Leslie 56. Embrey, Jill 57. Fennimore, Katie 58. Givens, Barry 59. Golda, Brittney 60. Gordon, Gale 61. Gossage, Samantha 62. Hall, Trisa 63. Hammer, Mona 64. Hariri, Afshin 65. Henderson, Holly

66. Hibler, Stephanie
67. Holmes, Angelica
68. Huehn, Gianna
69. Hughes, Shane
70. Ingram, Kaitlyn
71. Johnson, Lauren
72. Jungwirth, Deborah
73. Kane, Hannie
74. Knezevic, Gail
75. Langill, Hilary
76. Ligeros, Pete
77. Lopez, Katie
78. Lyle, Jennifer
79. Martinez, Galo
80. McGlothlin, Kathleen
81. McMillen, David
82. Meek, Cindy
83. Meyer, Robin
84. Miller, Lynn
85. Moe, Robert
86. Montano, Madison
87. Morris, Lindsey
88. Nett, Ryan
89. Nicks, Hannah
90. Nowland, Andrew
91. O'Dell, Heather
92. Park, Hyun
93. Pham, Joanna

94. Prince-Redman, Chelsea

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### **APPROVE SUBSTITUTE TEACHERS (Cont.)**

Pay @ \$105.00 per day

95. Provance, Chloe96. Rodibaugh, Amy97. Romero, Laura98. Schwab, Diana

99. Southworth, Nayla

100. Stankus, Austin101. Traut, Jaclyn102. Wallace, Patrice103. Wright, Daniel

### APPROVE SUBSTITUTE PROGRAM SPECIALIST

Pay @ \$550.00 per day

104. Teskey, Karen

### **APPROVE 6/5ths ASSIGNMENT 1st SEMESTER**

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

105. Amon, Todd	127. Dowell, John
106. Anderson, Carol	128. Enriquez, Nancy
107. Andrews, Phillip	129. Espinoza-Perez, Soraya
108. Arambula, Michele	130. Famalette, Dwynn
109. Aston, Melanie	131. Fogleman, Matt
110. Backal, Bill	132. Fox, Megan
111. Binley, Judd	133. Franzi, Debra
112. Bisch, Jonathan	134. Gallud, Fernando
113. Bleidistel, Deanna	135. Gant, Tina
114. Borges, Esther	136. Garcia, Cristina
115. Boyle, Jeanette	137. Garcia, Jeri
116. Casey, Brittany	138. Garell, Nancy
117. Chance, Peter	139. Gerhard, Dru
118. Clarke, Kristine	140. Green, Justin
119. Conner, Traci	141. Gunderson, John
120. Coppes, Paul	142. Hacievliyagil, Melisa
121. Corbett, Kevin	143. Hackstadt, P. Michael
122. Cosenza, Brandon	144. Hale, Mike
123. Cummings, Antoinette	145. Hanley, Kimberly
124. Cunningham, Craig	146. Harney, Jason
125. Delprato, Kelly	147. Hatcher, Amanda
126. Donnelly, John	148. Hennings, David

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

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

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

-			
149. Hernandez, Reagan	1	183.	Rodriguez, Cathy
150. Hribar, Natalie	1	184.	Rothchild, Denise
151. Huffaker, Melissa	1	185.	Royal, Susan
152. Jansen, Bob	1	186.	Ruhlen, Rich
153. Jones, Lindsay	1	187.	Sampson, Tim
154. Kauo, Joe	]	188.	Sanford, Samantha
155. Kirkwood, Jason	]	189.	Savoni, Virginia
156. Leone, Rosemary	1	190.	Schooler, Michael
157. LeVier, Bret	]	191.	Scott, Ryan
158. MacDonald, Paula	]	192.	Sepe, Christina
159. McClellan, Rebecca	]	193.	Silberman, Erik
160. McCoy, Matt	]	194.	Skaff, Donald
161. McGraw, Elizabeth	]	195.	Skinner, Phillip
162. Middlebrook, Stacy	]	196.	Smolinski, Lesli
163. Mosconi, Victor	]	197.	Snyder, Sarah
164. Moser, Nathan	]	198.	Stempson, Jheri
165. Murphy, Kelli	]	199.	Stinson, Rick
166. Nahl, Robert	2	200.	Strome, Nancy
167. Neeve, Peter	2	201.	Sullivan, Mike
168. Neighbors, Jeff	2	202.	Sweeney, Alba Lorena
169. O'Malley, Shannon	2	203.	Taylor, Kyle
170. Okura, Kristen	2	204.	Torres, Melissa
171. Pittman, Terrill	2	205.	Tran, Chau
172. Polk, Richard	2	206.	Trotter, Chad
173. Poteet, Gina	2	207.	Uminsky, Alma
174. Puccinelli, Sue	2	208.	Vigus, Dave
175. Ralph, Jennifer		209.	Wade, Steve
176. Rasic, Diane		210.	Weitzel, Renee
177. Ray, Keri		211.	Wiancko, Lia Marika
178. Reilly, Monique		212.	Wingen, Tammie
179. Rippe, Diane		213.	Woodward, Jennifer
180. Ritscher, Nathaniel	2	214.	Woodward, Richard
181. Rivadeneyera, Mark	2	215.	Wooten, Jennifer
182. Roche, Susan	2	216.	Yanaura, Mark

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

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

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

217. Zamora Balderama, S.

### APPROVE 6/5ths ASSIGNMENT-FULL YEAR

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

218. Antonatos, Rose

219. Reid, Anthony

220. Rusinkovich, Jacob

### APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	Previous <u>Assignment</u>	New <u>Assignment</u>	Effective <u>Date</u>
221. Adams, Amy	ETAP I	ETAP I	08/18/2017- 06/08/2018
222. Akbarzadeh, Heather	Teacher-60%	Teacher-80%	08/18/2017
223. Allen, Lori	ETAP I	ETAP I	08/18/2017-
			06/08/2018
224. Baldwin, Jennifer	Teacher	ETAP I	08/18/2017-
			06/08/2018
225. Boelman, Tami	ETAP I	ETAP I	08/18/2017-
			06/08/2018
226. Calkins, Joan	ETAP I	ETAP I	08/18/2017-
			06/08/2018
227. Cast, Jody	Teacher	ETAP I	08/18/2017-
			06/08/2018
228. Castle, John	STAP I	STAP I	08/18/2017-
			06/08/2018
229. Cornejo, Eduardo	ETAP II	ETAP II	08/11/2017-
			06/08/2018
230. Degn, Michelle	ETAP I	ETAP I	08/18/2017-
			06/08/2018
231. Dunn, Camille	Teacher 80%	Teacher-60%	08/18/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

	Previous	New	Effective
<u>Name</u>	Assignment	Assignment	Date
232. Ettinger, Stephanie	Teacher	ΕΤΑΡ Ι	08/18/2017-
			06/08/2018
233. Fernandez, Irma	ETAP I	ETAP II	08/11/2017-
			06/08/2018
234. Fitzgerald, Sheralyn	Teacher 80%	Teacher-60%	08/18/2017
235. Gilstrap, Tiffany	ETAP I	ETAP I	08/18/2017-
			06/08/2018
236. Groves, Kelli	Teacher	ETAP I	08/18/2017-
			06/08/2018
237. Hebbard, Kristi	ETAP I	ETAP I	08/18/2017-
			06/08/2018
238. Heinsen, Rebecca	ETAP I	ETAP I	08/18/2017-
			06/08/2018
239. Hopf, Glenn	Teacher-80%	Teacher-100%	08/18/2017
240. Hribar, Natalie	Teacher-80%	Teacher-100%	08/22/2017
241. Johnson, Robert	ETAP I	ETAP I	08/18/2017-
			06/08/2018
242. Keim, Barbara	ETAP I	ETAP I	08/18/2017-
			06/08/2018
243. Kotel, Colleen	Teacher	ETAP I	08/18/2017-
			06/08/2018
244. Le Duc, James	STAP I	STAP I	08/18/2017-
			06/08/2018
245. Lee, Christina	STAP I	STAP I	08/18/2017-
			06/08/2018
246. Lee, Lindsey	Teacher-100%	Teacher-80%	08/22/2017
247. Lee, McCall	ETAP I	ETAP I	08/18/2017-
			06/08/2018
248. Lincoln, Maryl	STAP I	STAP I	08/18/2017-
			06/08/2018

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

	Previous	New	Effective
Name	<u>Assignment</u>	<u>Assignment</u>	<u>Date</u>
249. Lohman, Shawn	STAP II	STAP II	08/11/2017-
			06/08/2018
250. Lohmeier, Julie	ETAP II	ETAP II	08/11/2017-
251 Mashath Kaust			06/08/2018 08/18/2017-
251. Macbeth, Krysti	ETAP I	ETAP I	06/08/2017-
252. McCusker, Rachelle	Teacher-80%	Teacher-100%	08/18/2017
253. McDermott, Kimberly	y STAP II	STAP II	08/11/2017-
			06/08/2018
254. McMichael-Willis, Susan	Teacher-80%	Teacher-100%	08/19/2017
255. Middlekauff,	ETAP I	ΕΤΑΡ Ι	08/18/2017-
Marianne			06/08/2018
256. Miller, Daphne	Teacher	STAP I	08/18/2017-
			06/08/2018
257. Nowell, Robert	STAP I	STAP I	08/18/2017-
	<b>T</b> 1		06/08/2018
258. Paradise, Susan	Teacher	ETAP I	08/18/2017- 06/08/2018
259. Peck, Lindsay	Teacher	STAP I	08/18/2017-
259. Teek, Emdsuy	Teuener		06/08/2018
260. Pederson. Ann	Teacher	ΕΤΑΡ Ι	08/18/2017-
			06/08/2018
261. Puccinelli, Sue	STAP I	STAP I	08/18/2017-
			06/08/2018
262. Ridgeway, Damon	ETAP I	ETAP I	08/18/2017-
			06/08/2018
263. Robertson, Julie	Teacher	ETAP I	08/18/2017-
761 Dodda Dogo	Teacher		06/08/2018 08/18/2017-
264. Rodda, Rose	ICaclici	ETAP I	08/18/2017- 06/08/2018
			00/00/2010

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

	Previous	New	Effective
<u>Name</u>	Assignment	<u>Assignment</u>	<u>Date</u>
265. Rumpf, Stacy	Teacher	ΕΤΑΡ Ι	08/18/2017-
			06/08/2018
266. Russo, Kyle	ETAP I	ETAP I	08/18/2017-
			06/08/2018
267. Sampson, Audra	Teacher-80%	Teacher-100%	08/22/2017
268. Sanford, Fred	Teacher	STAP II	08/11/2017-
			06/08/2018
269. Sherburne, Catherine	ETAP I	ETAP I	08/18/2017-
			06/08/2018
270. Stough, Corey	Teacher-60%	Teacher-100%	08/18/2017
271. Streza, Katrina	Teacher-80%	Teacher-100%	08/22/2017
272. Taylor, Pamela	ETAP I	ETAP I	08/18/2017-
			06/08/2018
273. Waizinger, Lisa	Teacher	STAP I	08/18/2017-
			06/08/2018
274. Waldukat, Andreas	Teacher	STAP II	08/11/2017-
			06/08/2018
275. Welter, Tracy	Teacher	STAP I	08/18/2017-
			06/08/2018
276. Wentzel, Kory	ETAP II	ETAP II	08/11/2017-
			06/08/2018
277. Werdel, Belen	Teacher	ETAP I	08/18/2017-
			06/08/2018

### **APPROVE PROMOTIONS**

<u>Name</u>	Previous <u>Assignment</u>	New <u>Assignment</u>	<u>Salary</u>	Effective Date
278. Jacobson, Jennifer	Teacher	Interim MS Asst Principal	MGMT \$95,415	08/07/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### **APPROVE ADDITIONAL ASSIGNMENTS**

<u>Assess Incoming Kindergarten Students - Multiple Sites</u> Not to exceed 10 hours each instructional pay @ \$35.00 per hour 08/07/2017-08/10/2017

279. Clarke, Amy280. McLaren, Chris

281. Schofield, Kylie

Attend Instructional Leadership Team Member Meetings - Multiple Sites Not to exceed 10 hours each non-instructional pay @ \$30.00 per hour 08/22/2017-06/07/2018

282. Andre, Marla
283. Dang, Gina
284. De Lira, Veronica
285. Duarte, Amy
286. Le, Leslie
287. Martinez Ramirez, Saul

288. Ramirez, Theresa289. Rose, Stephany290. Sandoval, Rocio291. Tawil, Gracie292. Ward, Yesenia

### <u>After School Tutorial - Multiple Sites</u> Not to exceed 499 hours total instructional pay @ \$35.00 per hour 08/22/2017-06/08/2018

293. Bennett, Kathleen
294. Bowden, Stevie
295. Currie, Kristen
296. Dimperio, Kristen
297. Jones, Rebecca
298. Kerr, Bradley
299. Mariani, Lindsay
300. Roberts, Kimberly
301. Sharar, Courtney

302. Shick, Allison
303. Snyder, Sarah
304. Tucker, Becki
305. Uminsky, Alma
306. Vardoulakis, Mechaela
307. Walker, Lori
308. Willey, Elizabeth
309. Wood, Kathleen
310. Yu, Annie

### Instructional Leadership Team - Bergeson Elem

Not to exceed 10 hours each non-instructional pay @ 30.00 per hour 08/22/2017-06/08/2018

311. Chi, Annie

312. Duff, Jeni

313. Gray, Celeste

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Teach Future Scientist of Engineering Association After School Class - Castille Elem</u> Not to exceed 23 hours total instructional pay @ \$35.00 per hour 08/18/2017-06/07/2018

314. Smiggs, Donna

<u>Thinking Maps Training - Concordia Elem</u> Not to exceed 1 day each sub pay @ \$105.00 per day 8/14/2017

315. Carter, Thomas316. Fomenko, La Verne317. Freet, Jane318. Garritson, Melanie

Continue the Quality of School Run Programs: Avid - Kinoshita Elem Not to exceed 3 hours each non-instructional pay @ \$30.00 per hour 08/22/2017-06/07/2018

322. Andre, Marla323. Chutuk, Julie

324. Cortez, Jennifer325. VanHofwegen, Martyne

319. Graham, Jocelyn

320. Nufer, Colleen

321. Turner, Teresa

<u>Serve as AVID Team Leader - Kinoshita Elem</u> Not to exceed 33 hours total non-instructional pay @ \$30.00 per hour 08/22/2017-06/07/2018

326. Cortez, Jennifer

### Leadership Time for Grade Level Planning - Las Palmas Elem Not to exceed 70 hours total non-instructional pay @ \$30.00 per hour 08/28/2017-06/08/2018

327. Becerra, Alejandra

328. Brannam, Andrea

329. Hogancamp, Yesenia

330. Mora, Sandra

331. Noguez, Veronica332. Thompson, Nicole333. Villafranca, Estrella

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Kindness Club - Anti Bullying Group - Rachel's Challenge - Oso Grande Elem Not to exceed 10 hours total instructional pay @ \$35.00 per hour 08/22/2017-06/07/2018

334. Balck, Jennifer

335. Kopczynshi, Lisa

<u>Robotics After School Program - Oso Grande Elem</u> Not to exceed 7.5 hours each instructional pay @ \$35.00 per hour 08/22/2017-06/07/2018

336. Berger, Ann

337. Gordon, Midori

Attend Professional Development in New Space Maker Lab - RH Dana Elem Not to exceeed 4 hours each non-instructional pay @ \$30.00 per hour 08/22/2017-06/08/2018

338. Bowers-Georgia, Lori 339. Brown, Robynne D. 340. Cast, Jody 341. Herrera, Deborah 342. Calderon. Brenda 343. Camacho, Isis 344. De Lira, Veronica 345. Diaz, Monica 346. Garcia Serrato, Martha 347. Gerson, Victoria 348. Godinez, Renee 349. Gonzalez, JoAnn 350. Hamidi, Luz 351. Jacques, Pierre 352. Le, Leslie 353. Martinez Ramirez, Saul 354. Mesholzadeh, Raquel 355. Ordonez, Lourdes 356. Paradise, Susan

357. Pedersen, J. Ann 358. O'Connor, Colleen 359. Mondaca, Cesar 360. Moreno, Ysela 361. Perez, Carmen 362. Porter, Jacqueline 363. Ramirez, Theresa 364. Rendon, Sophia 365. Reyes, Gabriela 366. Rodriguez, Mary Lou 367. Sabad, Bernardo 368. Sanchez, Lidia 369. Sandoval, Rocio 370. Sandoval, Yohana 371. Tawil, Gracie 372. Vargas, Ricardo 373. Ward, Yesenia 374. Yamshon, Adriana

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Participate on Leadership Team - Viejo Elem Not to exceed 3 hours total non-instructional pay @ \$30.00 per hour 08/22/2017-06/30/2018

375. Vega, Lisette

<u>PIQE Coordinator - Viejo Elem</u> Not to exceed 11 hours total non-instructional pay @ \$30.00 per hour 09/25/2017-11/30/2017

376. Farias, Sandra

Assist with the Positive Behavior Program - Aliso Viejo MS Not to exceed 27 hours total non-instructional pay @ \$30.00 per hour 08/15/2017-06/07/2018

377. Fredriksz, Andrew

WEB Leadership Training and 6th Grade Orientation - Bernice Ayer MS Not to exceed 20 hours total instructional pay @ \$35.00 per hour 08/11/2017-08/17/2017

378. Waizinger, Lisa

Before School Homework Club Support - Don Juan Avila MS Not to exceed 33 hours each instructional pay @ \$35.00 per hour 09/05/2017-06/07/2018

379. Homs, Jamie380. McDevitt, Ron

381. Nargizian, Joseph382. Waterman, Chuck

Coordinate School-Wide National Junior Honor Society Program - Marco Forster MS Not to exceed 10 hours each non-instructional pay @ \$30.00 per hour 09/06/2017-06/07/2018

383. Espinoza-Perez, Soraya

384. Louie, Jamie

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Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Coordinate School-Wide PBIS Program - Marco Forster MS</u> Not to exceed 30 hours total non-instructional pay @ \$30.00 per hour 09/06/2017-06/07/2018

385. Behm, Lindsey

PBIS Implementation Day with Students - Marco Forster MS Not to exceed 1 hour each instructional pay @ \$35.00 per hour 8/23/2017

386. Louie, Jamie387. Mascio, Robert

388. Sanabria, Sergio389. White, Laura

Morning Math Support - Shorecliffs MS Not to exceed 20 hours total instructional pay @ \$35.00 per hour 09/22/2017-06/08/2018

390. Peck, Lindsay

Activate After School Program - Shorecliffs MS Not to exceed 112 hours each instructional pay @ \$35.00 per hour 10/11/2017-05/30/2018

### 391. Hammons, James

392. Morales, Thomas

Locker Room Coverage During Zero and Prep Period - Vista Del Mar MS Not to exceed 75 hours total instructional pay @ \$35.00 per hour 08/22/2017-06/07/2018

393. Tenney, Sandy

<u>Freshman Intervention Program - Aliso Niguel HS</u> Not to exceed 10 hours each non-instructional pay @ \$30.00 per hour 09/01/2017-12/22/2017

394. Arena, Franco

395. Strome, Nancy

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Mentor Candidate Teacher in Induction Program - San Clemente HS</u> Not to exceed 12 hours total non-instructional pay @ \$30.00 per hour 07/01/2017-06/30/2018

396. Smith, Ryan

<u>District Department Chair Meetings - Serra HS</u> Not to exceed 10 hours each non-instructional pay @ \$30.00 per hour 09/01/2017-06/08/2018

397. Amon, Todd398. Lechuga, Naomi

<u>Two Way Immersion Coordinator - San Juan Hills HS</u> Not to exceed 33 hours total non-instructional pay @ \$30.00 per hour 08/22/2017-06/07/2018

401. Tong, Marlen

<u>Attend Career Depco Training - Career Technology Education - Professional Learning</u> Not to exceed 6 hours total non-instructional pay @ \$30.00 per hour 08/10/2017

402. Aleman, Brianne

403. Schreiman, Michael

399. Ogden, Ashly 400. Sheridan, Matt

<u>Attend Summer PLA Day 1 Elementary ELA/ELD</u> <u>Adoption-5th Grade Benchmark - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/03/2017

404. Adlparvar, Cindy

405. Anderson, Melissa

406. Bartlett, Stephanie

407. Bennett, Kathy

408. Blandino, Julie

409. Collins, Nancy

410. Cordina, Maureen

411. Cox, Melissa

412. Crandall, Lori

413. Dang, Gina
414. Dockins, Ann
415. George, Lorraine
416. Horning, Sarah
417. Jones, Davine
418. Justl, Robyn
419. Katnik, Lorie
420. Keehn, Stephanie
421. Komine, Charlotte

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Attend Summer PLA Day 1 Elementary ELA/ELD</u> <u>Adoption-5th Grade Benchmark - Professional Learning (Cont.)</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/03/2017

422. Lohmeier, Julie

423. Mitchell, Kelsey424. Murphy, Jodi

- 425. Myers, Colleen
- 426. Neumann, Richard

427. Riggs Zeigen, Lavonne428. Rodda, Rosalee429. Russo, Kyle430. Scuri, Susan431. Shea, Dawn

440. Lohmeier, Julie

441. Mitchell, Kelsey

442. Myers, Colleen

443. Petzold, Dionne

444. Reimer, Nona 445. Rodda, Rosalee

446. Russo, Kyle

447. Scuri, Susan

<u>Attend Summer PLA Day 2 Elementary ELA/ELD</u> <u>Adoption-5th Grade Benchmark - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/04/2017

432. Adlparvar, Cindy
433. Bartlett, Stephanie
434. Collins, Nancy
435. Cordina, Maureen
436. Crandall, Lori
437. Dang, Gina
438. Hornig, Sarah
439. Jones, Davine

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption-5th Grade Benchmark - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 07/31/2017

448. Albers, Heidi

449. Anderson, Kelly

450. Barrett, Barbara

451. Bisch, Kristen

452. Belmont, Kimberly

453. Borg, Shannon

- 454. Butterworth, Jennifer455. Cameron, Bonnie
  - 456. Cropley, Jason
  - 457. Cutkomp, Carol
  - 458. Cutkomp, Thomas
  - 459. Davis, Nicole

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Attend Summer PLA Day 2 Elementary ELA/ELD</u> <u>Adoption-5th Grade Benchmark - Professional Learning (Cont.)</u> Not to exceed 1 day sub pay @ \$105.00 per day 07/31/2017

460. Del Pizzo, Colleen
461. Faris, Anne Marie
462. Gao, Jie
463. Heard, Kelly
464. Heinsen, Rebecca
465. Hill, Erin
466. Horton, Todd
467. Josephson, Shonna
468. Kleindienst, Michelle
469. Kruse, Michelle
470. Lee, McCall

471. Loukides, Karen
472. McLennan, Shelley
473. Morgan, Diana
474. Perry, Johnnie
475. Pipkin, Jill
476. Robertson, Julie
477. Roulinavage, Deanna
478. Shubsda, Nancy
479. Smiggs, Donna
480. Tatarian, Katherine
481. Taylor, Pamela

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption-2nd Grade Wonders- Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/02/2017

482. Acero-Ramirez, Teresa
483. Barbour, Gigi
484. Beard, Stacey
485. Brady, Lari
486. Brick, Jill
487. Chi, Annie
488. Faulds, Deborah
489. Guilbert, Geralyn
490. Hancock, Janet
491. Hudelson, Kelli
492. Jones-Castro, Teeri
493. Jonsson, Cassaundra
494. Kaaz, Susan

495. Kilroy, Angela
496. Klinkenberg, Andrew
497. Laroche, Cynthia
498. Longman, Biljana
499. Mainprize, Uma
500. Meyers, Valerie
501. Morgan, Andrea
502. Payne, Julie
503. Pedersen, Janet
504. Powell, Elizabeth
505. Ramirez, Michelle
506. Sabina, Anne
507. Tarui, Ester

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption-2nd Grade Benchmark - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/09/2017

508. Adams, Amy
509. Bisch, Kristin
510. Boelman, Tami
511. Burnet, Michele
512. Burns, Annette
513. Caestecker, Heidi
514. Chambers, Amanda
515. Coon, Keith
516. Dixon, Kendra
517. Flynn, Laurie

518. Griffin, Suzanne

- 519. Hendrickson, Katharine
- 520. Hughes, Sheri
- 521. Jeu, Nancy
- 522. McCoy, Debra
- 523. Myers, Cathy
- 524. Purcell, Tiffany
- 525. Reney, Gina
- 526. Sandoval-Fitz, Yohana
- 527. Thompson, Karen

542. Hughes, Sheri

Attend Summer PLA Day 1 Elementary ELA/ELD Adoption - 2nd Grade Wonders - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/07/2018

528.	Adams, Amy
529.	Bisch, Kristi
530.	Boelman, Tami
531.	Brunet, Michele
532.	Caestecker, Heidi
533.	Chambers, Amanda
534.	Coon, Keith
535.	Coppola, Luci
536.	Dixon, Kendra
537.	Flynn, Laurie
538.	Gaffney, Lanett
539.	Griffin, Suzanne
540.	Hendrickson, Katharine
541.	Hudelson, Kelli

- 543. Kovaleski, Jennifer
  544. McCoy, Debra
  545. McGuire, Carri
  546. Myers, Cathy
  547. Nakamoto, Kim
  548. Pitzen, John
  549. Purcell, Tiffany
  550. Reney, Gina
  551. Robinson, Katie
- 552. Sandoval-Fitz, Yohana
- 553. Thompson, Karen
- 554. Wachtel, Catherine

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Chromebook Technology Integration Secondary Day 2 - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/14/2017

555. Burns, Robert

556. Capozzi, Holly

557. Karimi-Hosseini, Sara

558. McNeil, Kelly

559. Olsen, Shirley560. Parker, Karen561. Place, Susan562. Wright, Cynthia

Attend Summer PLA Day 2 Elementary ELA/ELD

Adoption 3rd-6th Grade Benchmark - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/15/2017

563. Becerra, Alejandra
564. Becerra, Jesus
565. Brandt, Michael
566. Campos, Hilda
567. Cornejo, Eduardo
568. Corona, Liliana
569. De Lira, Veronica
570. Diaz, Monica
571. Fernald, Lidia
572. Garcia-Serrato, Martha
573. Gerson, Victoria
574. Gonzalez, Joann

575. Martinez Ramirez, Saul

- 576. Perez, Carmen
- 577. Porter, Jacqueline
- 578. Rendon, Sophia
- 579. Rhodes, Mariela
- 580. Rodriguez, Mary
- 581. Sanchez, Lidia
- 582. Skelly, Barbara
- 583. Ward, Yesenia
- 584. Werdel, Belen
- 585. Yates, Maria

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption-3rd Grade Wonders - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/07/2017

586. Bartik, Lisa 587. Becerra, Alejandra 588. Bowser, Renee 589. Bushell, Kimberly 590. Cerna, Maria 591. De Salvo, Stacey 592. Diaz, Monica 593. Dragovich, Adele 594. Elkin, Michele 595. Gonzalez, Joann 596. Grudynski, Christy 597. Hansen, Lacey 598. Houldin, Kimberly 599. Jacobs. James 600. Martinez Ramirez, Saul 601. McAbee, Cristy

# 602. McKinstry, Shannon 603. Medrano, Eileen 604. Milan, Debra 605. Noland, Janice 606. Ramirez, Catherine 607. Ramirez, Theresa 608. Rhodes, Mariela 609. Rodriguez, Mary Lou 610. Skelly, Barbara 611. Smith, Laura 612. Souers, Lynn 613. Stewart, Randi 614. Stratford, Diana 615. Thomas, Wendy 616. Victor, Jennifer

### Attend Summer PLA Day 1 Elementary ELA/ELD Adoption-3rd Grade - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/10/2017

617. Allen, Carol
618. Anderson, Dottie
619. Bowers-Georgia, Lori
620. Calentino, Jennifer
621. Casebier, Diane
622. Chambers, Terry
623. Darmody, Marinell
624. Darsow, Dina
625. De Lira, Veronica
626. Fleischer, Mary

### 627. Garcia-Serrato, Martha

628. Garcia, Monica

629. Gerson, Victoria

630. Giacchino, Corinne

631. Globus, Cindy

632. Gutjahr, Laura

633. Johnson, Melissa

- 634. Johnson, Tricia
- 635. Koutroulis, Eliana

636. McDonald, Jill

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 1 Elementary ELA/ELD Adoption-3rd Grade - Professional Learning (Cont.) Not to exceed 1 day sub pay @ \$105.00 per day 08/10/2017

637. Miller, Margaret638. Morgan, Lynne639. Murphy, Jodi640. Perez, Carmen

641. Porter, Jacqueline

642. Rendon, Sophia

643. Ricks, Kelly644. Sanchez, Lidia645. Sawdon, Kimberly646. Ward, Yesenia647. Wiles, Kathleen648. Wulf, Carrie

Attend Summer PLA - Appropriate Use of Technology in Secondary Math Classes-Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/15/2017

649. Ainsworth, Courtney
650. Bracamontes Jr., Tanislado
651. Burback, Ruth
652. Cady, Scott
653. Compean, Laura
654. Currie, Kristen
655. Delprato, Kelly
656. Fleming, Stacey
657. Franke, Kent
658. Gomez, Elizabeth
659. Grabowski, Michael
660. Gruenewald, Jamie
661. Hammerquist, Timothy

662. Kubba, Dina
663. Lander, Laura
664. Lee, Jinwoo
665. McDevitt, Ronald
666. Ospring, Breonna
667. Palmer, Robin
668. Powers, Kari
669. Schwartz, Roni
670. Skala, Jennifer
671. Vega, Jennifer
672. Waterman, Chuck
673. Wiley, Lindsay
674. Wynne, Rita

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

### Attend Summer Day 2 Elementary ELA/ELD Adoption-Kinder-PLA - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/11/2017

675. Allen, Joan
676. Barreira, Kelly
677. Botting, Tracy
678. Buxton, Dana
679. Cardwell, Linda
680. Carlsen, Heather
681. Ciolek, Rhonda
682. Cunningham, Constance
683. Eckrote, Judy
684. Fettis, Annette
685. Gaffney, Lanett
686. Germain, Toni

688. Logan, Traci
689. Loh, Nicole
690. Marshall, Heidi
691. Moothart, Susan
692. More-Rivas, Trina
693. Ridgway, Damon
694. Smith, Jolene
695. Standley, Julie
696. Taglieri, Christine
697. Talley, Cynthia

698. Werner, Tracy

687. Kulkarni-Fish, Manisha

### Attend Summer Day 2 Elementary ELA/ELD Adoption-2nd Grade-PLA - Professional Learning

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

08/11/2017

699. Benjoya, Eve
700. Elliot, Christopher
701. Humphrey, Laura
702. Hurlburt, Dana
703. Lamarre, Nicole
704. Langley, Susan
705. Mackay, Frances
706. McEwan-Mulhern, Mary
707. McGuire, Carri

708. McPherson, Kathleen
709. Milner, Elizabeth
710. Paulsen, Andrea
711. Robinson, Katie
712. Serrano, Kelly
713. Shaler, Barbi
714. Wachtel, Catherine
715. Weber, Freda

### Attend Summer Day 1 Elementary ELA/ELD Adoption-1st Grade-PLA - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/10/2017

716. Devor, Amy

717. Demarco, Caroline

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718. Fischer, Briana719. Gao, Jie

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Attend Summer Day 1 Elementary ELA/ELD</u> <u>Adoption 1st Grade-PLA - Professional Learning (Cont.)</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/10/2017

720. Gerhard, Kendra
721. Godinez, Renee
722. Higgins, Leanne
723. Ledri, Claudia
724. Lybrand, Jennifer
725. Neidl, Isabel
726. Procter, Michelle
727. Roulette, Stacy
728. Sandoval-Martinez, Angelica

729. Schaefer, Melissa

739. Adlparvar, Cindy

740. Baldwin, Jennifer

743. Cordina, Maureen

741. Blake, Roxanne

742. Capozzi, Holly

744. Corona, Liliana

730. Schoonover, Elisa
731. Schwartz, Jenifer
732. Stetter, Dena
733. Sundin, Kellee
734. Thompson, Nicole
735. Tober, Carol
736. Villareal, Eric
737. Washington, Melissa
738. Williams, Kimberly

Attend Summer PLA CGI Year 2 Grade 3-5 Moving Forward Day 2 - Professional Learning

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

08/11/2017

745. Dragovich, Adele746. Fernald, Lidia747. Justl, Robyn748. Keehn, Stephanie749. Rhodes, Mariela750. Werdel, Belen

### Attend Summer PLA CGI Year 2 Grade 3-5 Moving Forward Day 1 - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/10/2017

751. Adlparvar, Cindy
752. Baldwin, Jennifer
753. Blake, Roxanne
754. Capozzi, Holly
755. Cordina, Maureen
756. Corona, Liliana

757. Dragovich, Adele758. Fernald, Lidia759. Justl, Robyn760. Keehn, Stephanie761. Martin, Roberta762. Rhodes, Mariela

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### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA CGI Year 2 Grade 3-5 Moving Forward Not to exceed 1 day sub pay @ \$105.00 per day 08/10/2017

763. Skorina, Kristie

764. Werdel, Belen

787. Kruse, Michelle

788. Larwood, Susan

790. Loukides, Karen

791. Mazzaro Lefever, Jill

792. McLennan, Shelley

789. Lee. McCall

793. Millat, Carrie

794. Morgan, Diana

795. Olson, Stacey

796. Perry, Johnnie

799. Platt, Caroline

800. Reimer, Nona

803. Seitz, Andrea

804. Shubsda, Nancy

805. Smiggs, Donna

801. Romo Higley, Rosa

802. Roulinavage, Deanna

798. Pipkin, Jill

797. Petzold, Dionne

<u>Attend Summer PLA Day 1 Elementary ELA/ELD Adoption</u> <u>5th Grade Benchmark - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 07/28/2017

765. Anderson, Kelly 766. Barrett, Barbara 767. Belmont, Kimberly 768. Berger, Ann 769. Bisch, Kristen 770. Borg, Shannon 771. Butterworth, Jennifer 772. Cameron, Bonnie 773. Cropley, Jason 774. Cutkomp, Carol 775. Davis, Nicole 776. Del Pizzo, Colleen 777. Donsker, Lindy 778. Faris, Anne Marie 779. Gao, Jie 780. Gelsinger, Evevon 781. Heard, Kelly 782. Heinsen, Rebecca 783. Hill, Erin 784. Horton, Todd 785. Joesphson, Shonna 786. Kleindienst, Michelle

806. Tatarian, Katherine 807. Taylor, Pamela 808. Young, Michael

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25 of 47

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption-1st Grade - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/15/2017

809. Demarco, Caroline
810. Fischer, Briana
811. Gao, Jie
812. Gerhard, Kendra
813. Gesiriech, Tracey
814. Higgins, Leanne
815. Ledri, Claudia
816. Lybrand, Jennifer
817. Neidl, Isabel
818. Procter, Michelle

### 819. Roulette, Stacy 820. Schoonover, Elisa 821. Schwartz, Jenifer 822. Stetter, Dena 823. Sundin, Kellee 824. Tober, Carol 825. Villareal, Erica 826. Washington, Melissa 827. Williams, Kimberly

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption-3rd Grade - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

07/31/2017

828. Bock, Susan
829. Buckingham, Diann
830. Capozzi, Holly
831. Carter, Thomas
832. Duze, Jennifer
833. Gelsinger, Evevon

834. Gruenewald, Eric835. Kissel, Heidi836. Smith, Hollen837. Stanley, Michael

### Attend Summer PLA Day 2 Elementary ELA/ELD Adoption <u>Kinder Wonders - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/10/2017

838. Barreira, Kelly
 839. Becerra, Jesus
 840. Botting, Tracy
 841. Buxton, Dana
 842. Cardwell, Linda
 843. Carlsen, Heather

844. Ciolek, Rhonda845. Cunningham, Constance846. Devlin, Leigh847. Farias, Sandra848. Fettis, Annette849. Germain, Toni

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption Kinder Wonders - Professional Learning (Cont.) Not to exceed 1 day sub pay @ \$105.00 per day 08/10/2017

850. Green, Anna
851. Kopjak, Angelina
852. Kulkarni-Fish, Manisha
853. Loh, Nicole
854. Marshall, Heidi
855. Mesholzadeh, Raquel
856. Moothart, Susan
857. Morales, Star
858. More-Rivas, Trina
859. Noguez, Veronica
860. Ridgway, Damon

861. Sabad, Bernardo
862. Samis, Mary
863. Shea, Dawn
864. Smith, Jolene
865. Standley, Julie
866. Taglieri, Chrisitne
867. Talley, Cynthia
868. Tawil, Gracie
869. Vazquez, Melody
870. Werner, Tracy

### 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

871. Brown, Robynne
872. Burkhardt, Jennifer
873. Collins, Noreen
874. Curtiss-Welsh, Laura
875. Ferguson, Julia
876. Freet, Jane
877. French, Karen
878. Fyfe, Marian
879. Gillis, Lori
880. Grabowski, Michael
881. Gruenewald, Eric
882. Hostetter, Kristine
883. Isaksen, Sue

884. Jacques, Heather
885. Kenney, Valerie
886. McKane, Rob
887. McQueen, Kimberly
888. McSweeney, Heidi
889. Paine, William
890. Paschall, Susan
891. Plambeck, Kathleen
892. Rumpf, Stacy
893. Slade, Carol
894. Vanderpool, Amy
895. Zegley, Kimberly

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption-3rd Grade - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/11/2017

896. Allen, Carol
897. Anderson, Dottie
898. Bowers-Georgia, Lori
899. Calentino, Jennifer
900. Casebier, Diane
901. Chambers, Terry
902. Darsow, Dina
903. Fleischer, Mary
904. Giacchino, Corinne
905. Globus, Cindy
906. Jacobs, James
907. Johnson, Melissa

## 908. Johnson, Tricia 909. Koutroulis, Eliana 910. McDonald, Jill 911. Miller, Margaret 912. Morgan, Lynne 913. Morris, Kimberly 914. Nelson, Kristen 915. Ramirez, Catherine 916. Ricks, Kelly 917. Stratford, Diana 918. Wiles, Kathleen 919. Wulf, Carrie

### Attend Summer PLA Day 1 Elementary ELA/ELD Adoption 1st Grade Wonders - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/15/2017

920. Agyekum, Carrie
921. Barham, Mary Jo
922. Brown, Amy
923. Cantacessi, Angela
924. Dembiec, Liza
925. Devaney, Suzanne
926. Gesiriech, Tracey
927. Gray, Carrie-Anne
928. Guckert, Cheryl
929. Begin Hann, Susanna
930. Hauser, Jennifer
931. Hernandez, Norma
932. Hudson, Kara
933. Huffman, Kasey

934. Loya-Amador, Imelda
935. Martin, Colleen
936. Miller, Tiffany
937. Newman, Shari
938. Peterson, Beth
939. Renz, Beth
940. Reynolds, Pamela
941. Roman, Stacy
942. Russell, Jami
943. Saalberg, Christopher
944. Steed, Stephen
945. Stevens, Jennifer
946. Thompson, Kristy
947. Trainor, Tamara

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 1 Elementary ELA/ELD Adoption 1st Grade Wonders - Professional Learning (Cont.) Not to exceed 1 day sub pay @ \$105.00 per day 08/15/2017

948. Trudeau, Laura 949. Valladres, Corina 950. Wilson, Mary951. Yamshon, Adriana

<u>Attend Summer PLA Day 1 Elementary ELA/ELD</u> <u>Adoption 4th Grade Benchmark - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 07/28/2017

952. Albers, Heidi 953. Backlin, Dai 954. Bock, Susan 955. Brown, Robynne 956. Burkhardt, Jennifer 957. Capozzi, Holly 958. Collins, Noreen 959. Curtiss-Welsh, Laura 960. DeLeese, Natalie 961. Duze, Jennifer 962. Ferguson, Julia 963. Freet, Jane 964. French. Karen 965. Fyfe, Marian 966. Gillis, Lori 967. Gruenewald, Eric 968. Lloyd, Kristine 969. Isaksen, Sue

970. Jacques, Heather

971. Kenney, Valerie 972. Kissel. Heidi 973. McLennan, Shelley 974. McQueen, Kimberly 975. McSweeney, Heidi 976. O'Leary, Darla 977. Paine, William 978. Paschall, Susan 979. Plambeck, Kathleen 980. Rager, Michael 981. Robertson, Julie 982. Rumpf, Stacy 983. Slade, Carol 984. Slobodnik, Jamie 985. Smith, Hollen 986. Stanley, Michael 987. Vanderpool, Amy 988. Zegley, Kimberly

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Attend Summer PLA Day 1 Elementary ELA/ELD</u> <u>Adoption 4th Grade Benchmark - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/03/2017

989. Billman, Wendy
990. Blake, Roxane
991. Burridge, Christopher
992. Castellana, Evelyn
993. Fiorenza, Lucy
994. Gebert, Elizabeth
995. Gray, James
996. Griffen, Susan
997. Haupt, Mary
998. Hebbard, Kristina
999. Johnson, Robert

1000. Kopczynski, Lisa
1001. Linder, Kelly
1002. Little, Kellie
1003. McGaffin, Jan
1004. O'Halloran, Karen
1005. Pearson, Cathy
1006. Rogan, Terryll
1007. Spensiero, Linda
1008. Stratford, Diana
1009. Sullivan, Jennifer
1010. Valdez, Debbie

### <u>Attend Summer PLA Day 1 Elementary ELA/ELD</u> <u>Adoption 3rd Grade- Wonders Training - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/01/2017

1011. Baldwin, Jennifer
1012. Bell, Elizabeth
1013. Brown, Marilyn
1014. Brubaker, Nina
1015. Carney, Teri
1016. Chang, Wanhsin
1017. Cornejo, Eduardo
1018. Corona, Liliana
1019. Fernald, Lidia
1020. Finn-Acevedo, Nicole
1021. Garcia, Maria
1022. Gaynor, Shannyn
1023. Gray, Celeste
1024. Hall, Kimberly

1025. Hansen, Julie
1026. Heinsen, Rebecca
1027. Holley, Cindi
1028. Horner, Mikole
1029. Johnson, Maria
1030. Johnston, Marianne
1031. Keim, Barbara
1032. Kubly, Troy
1033. Lane, Luann
1034. Martin, Christine
1035. McAteer, Jennifer
1036. Mendoza, Wendy
1037. Nielson, Susan
1038. O'Husky, Carrie

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Attend Summer PLA Day 1 Elementary ELA/ELD</u> <u>Adoption 3rd Grade - Wonders Training - Professional Learning (Cont.)</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/01/2017

1039. O'Leary, Darla 1040. Phillipson, Kelly 1041. Samoszuk, Jeanne

1042. Sherburne, Catherine

1043. Thibault, Roberta1044. Villanueva, Hazel1045. Werdel, Belen1046. Yates, Maria

<u>Attend Summer PLA Day 2 Elementary ELA/ELD</u> <u>Adoption 4th Grade - Benchmark - Professional Learning</u> Not to exceed 1 day sub pay @ \$105.00 per day 08/04/2017

1047. Billman, Wendy1048. Blake, Roxane1049. Fiorenza, Lucy1050. Griffin, Susan1051. Haupt, Mary1052. Hebbard, Kristina1053. Johnson, Robert

1054. Linder, Kelly
1055. Lyon, Laura
1056. McGaffin, Jan
1057. O'Halloran, Karen
1058. Spensiero, Linda
1059. Valdez, Debbie

Attend Summer PLA Chromebook Technologyv Intergration Secondary Day 1- Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/10/2017

1060. Arsala, Mariam1061. Daly III, James1062. Fitzgerald, Sheralyn1063. Hogan, Joyce1064. Komine, Charlotte

1065. Sanford, Major1066. Sepe, Christina1067. Wehunt-Gibson, C.1068. Wright, Cynthia1069. Zamora Balderrama, S.

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption 3rd Grade - Wonders Training - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/09/2017

1070. Bartik, Lisa
1071. Bowser, Renee
1072. Brooks, Tracy
1073. Bushell, Kimberly
1074. De Salvo, Stacey
1075. Dragovich, Adele
1076. Grudynski, Christy
1077. Hansen, Lacey
1078. Houldin, Kimberly
1079. Hunner, Megan

1080. Kubly, Troy
1081. Lyon, Laura
1082. McAbee, Cristy
1083. McKinstry, Shannon
1084. Milan, Debra
1085. Noland, Janice
1086. Smith, Laura
1087. Thomas, Wendy
1088. Villafranca-Ruiz, Estrella
1089. Wulf, Carrie

Attend Summer PLA Day 2 Elementary ELA/ELD

Adoption 3rd Grade - Wonders Training - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/02/2017

1104. Johnstone, Marianne
1105. Keim, Barbara
1106. Lane, Luann
1107. Martin, Christine
1108. McAteer, Jennifer
1109. Mendoza, Wendy
1110. Nielson, Susan
1111. O'Husky, Carrie
1112. Phillipson, Kelly
1113. Samoszuk, Jeanne
1114. Sherburne, Catherine
1115. Slobodnik, Jamie
1116. Villanueva, Hazel

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 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. Adlparvar, Cindy1118. Billman, Wendy1119. Fleischer, Mary1120. George, Lorraine1121. Giacchino, Corinne1122. Jeu, Nancy1123. Johnson, Tricia

1124. Justl, Robyn
1125. Martin, Colleen
1126. McAteer, jennifer
1127. Tatarian, Katherine
1128. Troffer, Garrett
1129. Washington, Melissa
1130. Wheeler, Antoinette

### Professional Learning Instructor - Professional Learning

Not to exceed 49.5 hours each non-instructional pay @ \$30.00 per hour

08/01/2017-08/16/2017

1131. Austin, Jennifer
1132. Berger, Ann
1133. Blakeney, Judy
1134. Chamberlain, David
1135. Friedland, Rebecca
1136. Glassen, Nina
1137. Gauthier, Karen
1138. Hardos, Barbara
1139. Hatcher, Amanda
1140. Johnson, Marsha

1141. Martin, Angela
1142. Reischl, Virginia
1143. Royal, Susan
1144. Slee, Elisa
1145. Sobleski, Amanda
1146. Sola Pelzel, Brittany
1147. Sykes, Marie
1148. Victor, Jennifer
1149. Whitaker, Leslie

Attend Day 1 ELA/ELD Adoption- 2nd Grade - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day

08/10/2017

1150. Aguilera, Dana1151. Benjoya, Eve1152. Brannman, Andrea1153. Carter, Juliana1154. Elliot, Christopher1155. Henry, William

1156. Humphrey, Laura1157. Hurlbut, Dana1158. Jiron, Laurel1159. Koch, Amy1160. Lamarre, Nicole1161. Langley, Susan

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Day 1 ELA/ELD Adoption- 2nd Grade - Professional Learning (Cont.) Not to exceed 1 day sub pay @ \$105.00 per day 08/10/2017

1162. Liceaga, Reyes1163. Mackay, Frances1164. Mak, Michelle1165. McEwan-Mulhern, Mary1166. McPherson, Kathleen

1167. Morrison-Lantz, C.1168. Serrano, Kelly1169. Sherlock, Andrea1170. Weber, Freda

Attend Summer PLA Day 2 Elementary ELA/ELD Adoption 3rd Grade - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/11/2017

1171. Allen Carol 1183. Johnson, Melissa 1184. Johnson, Tricia 1172. Anderson, Dottie 1173. Bowers-Georgia, Lori 1185. Koutroulis, Eliana 1174. Calentino, Jennifer 1186. McDonald, Jill 1175. Casebier, Diane 1187. Miller, Margaret 1176. Chambers, Terry 1188. Morgan, Lynne 1177. Collins, Kathleen 1189. Morris, Kimberly 1190. Nelson, Kristen 1178. Darsow, Dina 1179. Fleischer, Mary 1191. Ramirez, Catherine 1180. Giacchino, Corinne 1192. Ricks, Kelly 1193. Stratford, Diana 1181. Globus, Cindy 1182. Jacobs, James 1194. Wulf, Carrie

> Attend Summer PLA CGI Implementation Grades TK-2 - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/08/2017

1195. Dewitt-Fleischman, Mary1196. Fantasia, Teresa1197. Gao, Jie1198. Gomez, Brenda1199. Higgins, Leanne

1200. Hunter, Kimberly1201. Kilroy, Angela1202. Kirk, Marie1203. Lightle, Wende1204. Maass, Susan

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA CGI Implementation Grades TK-2 - Professional Learning (Cont.) Not to exceed 1 day sub pay @ \$105.00 per day

08/08/2017

1205. Meyers, Valerie 1206. O'Kane, Monika 1207. Pedersen, Janet 1208. Peel, Maureen 1209. Reeves, Cindy1210. Ridgway, Damon1211. Skorina, Kristie1212. Theurer, Bernadette

1216. Samis, Mary

1224. Maass. Susan

1225. Morales, Star 1226. Skorina, Kirstie

1227. Waterman, Chuck

1228. Williams, Stephanie

1217. Yousuf, Evelyn

<u>Attend Summer PLA GFI Implementation Grades TK-2 - Professional Learning</u> Not to exceed 1/2 day sub pay @ \$52.50 per day

08/08/2017

1213. Boys, Josephine1214. Buxton, Dana1215. Johnson, Marsha

Attend Summer PLA GFI - Interaction - Professional Learning Not to exceed 1/2 day sub pay @ \$52.50 per day 08/07/2017

1218. Arsala, Marian1219. Birke, Sue1220. Blake, Roxane1221. Burns, Marita1222. Cady, Scott1223. French, Karen

Attend Summer PLA CGI TK-2 Math Routines - Professional Learning Not to exceed 1 day sub pay @ \$105.00 per day 08/08/2017

1229. Bashor, Kelly1230. Eckrote, Judy1231. Ettinger, Stephanie1232. Fantasia, Teresa1233. Dewitt-Fleischman, Mary1234. Gao, Jie

1235. Guilbert, Geralyn1236. Higgins, Leanne1237. Hunter, Kimberly1238. Kilroy, Angela1239. Kirk, Marie1240. Lightle, Wende

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>October 11, 2017</u> Certificated Employees

### APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Summer PLA CGI TK-2 Math Routines - Professional Learning (Cont.) Not to exceed 1 day sub pay @ \$105.00 per day 08/08/2017

1241. Maass, Susan1242. Mortenson, Janice1243. O'Kane, Monika1244. Pedersen, Janet1245. Peel, Maureen1246. Reeves, Cindy

1247. Reynolds, Suzanne1248. Ridgway, Damon1249. Smith, Leslie1250. Theurer, Bernadette1251. Villanueva, Hazel1252. Weirath, Kim

Saturday Enrichment Academy - Safety and Student Svcs Not to exceed 12.5 hours total instructional pay @ \$35.00 per hour 04/22/2017-04/29/2017

1253. Wojaczynski, Scott

### <u>Attend APEX Training - Special Education</u> Not to exceed 12 hours each non-instructional pay @ \$30.00 per hour 09/05/2017-06/07/2018

1254. Bailey, Jeff1255. Greenfield, Sherry1256. Martin, Wallace

1257. McKellar-Mullen, Tim1258. O'Toner, Eric1259. Rempe, Sherri

### APPROVE CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	<u>Salary</u>	Effective <u>Date</u>
1260. Alexander, Ted	Football, Varsity (Asst)	Tesoro HS	\$ 3,735.00	08/07/2017- 11/03/2017
1261. Anderson, Kelly	ASB, Elem	Bathgate Elem	\$ 1,401.00	08/22/2017- 06/08/2018
1262. Bailey, Jeffrey	Department Chair, Sp Ed	San Clemente HS	\$ 4,669.00	08/18/2017- 06/08/2018

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### APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	Position	Location	<u>Salary</u>	Effective <u>Date</u>
1263. Beckeley-Sybirski, Shannon	Annual	Tesoro HS	\$ 3,735.00	08/22/2017- 06/08/2018
	Newspaper Advisor		\$ 3,735.00	
1264. Beilstein, Cambria	Department Chair, Fine Arts	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
	Drama, HS		\$ 3,735.00	
1265. Blake, Roxane	ASB, Elem	Philip Reilly Elem	\$ 1,401.00	08/22/2017- 06/07/2018
1266. Brown, Robynne	ASB, Elem-50%	RH Dana Elem	\$ 700.50	08/18/2017- 12/21/2017
	Peer Asst Leadership-50%		\$ 700.50	08/18/2017- 06/08/2018
1267. Buckman, Andrea	Academic Comp	San Clemente HS	\$ 4,202.00	08/18/2017- 06/08/2018
1268. Busenkell, William	Department Chair, Science	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
1269. Caesar, Warren	Auto Trouble Shooting	San Clemente HS	\$ 467.00	08/18/2017- 06/08/2018
1270. Calahan, Michael	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,735.00	08/21/2017- 11/03/2017
1271. Calder, Kristine	Dance	San Juan Hills HS	\$ 2,334.00	
1272. Compean, Laura	Department Chair, Math	San Clemente HS	\$ 4,669.00	
1273. Cosenza, Brandon	Department Chair, World Language	Dana Hills HS	\$ 4,669.00	
1274. Cowell, Sarah	Department Chair, Sp Ed	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1275. Daly III, James	Mock Trial, Speech Contest	Dana Hills HS	\$ 1,167.00	

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Name	Position	Location	<u>Salary</u>	Effective Date
1276. Daniels, Debbie	Department Chair, Physical Ed	Dana Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1277. DesPalmes, Cheryl	Drama	Tesoro HS	\$ 3,735.00	08/22/2017- 06/08/2018
1278. Dileo, Timothy	Department Chair, Math	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
1279. DiSomma, Alyssa	California Schools Federation Peer Asst Leadership	Tesoro HS	\$ 1,401.00 \$ 1,401.00	08/22/2017- 06/08/2018
1280. Dunn, Craig	Cross Country, (Head)	Dana Hills HS	. ,	08/21/2017- 11/03/2017
1281. Dwyer, Matt	Director, Student Activities	Don Juan Avila MS	\$ 3,735.00	08/11/2017- 06/05/2018
1282. Engelken, April	Department Chair, Sp Ed	Tesoro HS	\$ 4,669,00	08/22/2017- 06/08/2018
1283. Erlinger, Alicia	Department Chair, Electives Drama	Niguel Hills MS	\$ 3,268.00 \$ 3,268.00	08/22/2017- 06/07/2018
1284. Fairweather, Roklyn	ASB	Hidden Hills Elem	\$ 3,208.00 \$ 1,401.00	08/21/2017- 06/07/2018
1285. Faris, Tom	Athletic Director, Boys'	Dana Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1286. Fernald, Lidia	ASB, Elem-50%	Viejo Elem	\$ 700.50	08/22/2017- 06/30/2018
1287. Flowers, Aaron	Athletic Director, Boys'	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1288. Forbes, Steve	Department Chair, Sp Ed	Dana Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1289. Forster, Glenn	Golf, Girls' (Head)	Dana Hills HS	\$ 3,501.00	08/21/2017- 10/20/2017

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Name	Position	Location	<u>Salary</u>	Effective Date
1290. Fredrick, Krickette	Outdoor Ed, Elem	Marblehead Elem	\$ 117.00 per night	10/09/2017- 10/11/2017
1291. Freeman, Denene	Department Chair, English/Language Arts	Niguel Hills MS	\$ 3,268.00	08/22/2017- 06/07/2018
1292. Georgia, David	Athletic Director, Girls'	Dana Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1293. Gidion, Janey	Department Chair, English	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1294. Girard, Erin	Choral, MS	Newhart MS	\$ 1,867.00	08/11/2017- 06/08/2018
1295. Green, Justin	Tennis, Girls' (Head)	Dana Hills HS	\$ 3,501.00	08/21/2017- 10/27/2017
1296. Gross, Deanna	Department Chair, Physical Ed	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
1297. Hallam, John	Department Chair, Fine Arts	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
1298. Hambrick, Kelly	Department Chair, Physical Ed	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1299. Hamro, Jonathan	Athletic Director, Boys'	San Clemente HS	\$ 4,669.00	08/18/2017- 06/08/2018
	Athletic Director, Girls'		\$ 4,669.00	
1300. Hancock, Keith	Choral, HS	Tesoro HS	\$ 3,735.00	08/22/2017- 06/08/2018
1301. Harnett, Colleen	National Honor Society	Tesoro HS	\$ 1,401.00	08/22/2017- 06/08/2018
1302. Hawley, Carrie	ASB, Elem	Oso Grande Elem	\$ 700.50	08/22/2017- 06/07/2018
1303. Homma, Kevin	Instrumental Music B	Las Flores MS	\$ 1,401.00	08/22/2017 06/08/2018

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Name	Position	Location	<u>Salary</u>	Effective <u>Date</u>
1304. Hribar, Natalie	Department Chair, Fine Arts	Dana Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1305. Hudson, Randy	Academic Comp Coach	Dana Hills HS	\$ 4,202.00	08/22/2017- 06/07/2018
	Department Chair, Science		\$ 4,669.00	
1306. Johnson, Cheryl	Department Chair, Science	Capistrano Valley HS	\$ 4,669.00	08/22/2017- 06/07/2018
1307. Kaiser, William	Newspaper Advisor	San Juan Hills HS	\$ 3,735.00	08/22/2017- 06/07/2018
1308. Karolys, Andrea	Lead Nurse	Student Support Svcs	\$ 2,334.50	07/01/2017- 06/30/2018
1309. Kashima, Michael	Peer Asst Leadership	Niguel Hills MS	\$ 1,401.00	08/22/2017- 06/07/2018
1310. Keeler, Linda	Department Chair, World Language	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1311. Kellman, Kathie	Lead Nurse	Student Support Svcs	\$ 2,334.50	07/01/2017- 06/30/2018
1312. Kemble, Caitlen	Choral, HS	San Clemente HS	\$ 3,735.00	08/18/2017- 06/08/2018
1313. Kerr, Elizabeth	California Schools Federation	San Clemente HS	\$ 1,401.00	08/18/2017- 06/08/2018
1314. Kerr, Lisa	Department Chair, Science	San Clemente HS	\$ 4,669.00	08/18/2017- 06/08/2018
1315. Ketelsleger, Marie	Peer Asst Leadership	RH Dana Elem	\$ 700.50	08/18/2017- 06/08/2018
1316. King, Emily	Pep Squad	San Juan Hills HS	\$ 3,268.00	08/22/2017- 06/07/2018
1317. Kolenic, Rita	Department Chair, Science	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

<u>Name</u>	Position	Location	<u>Salary</u>	Effective Date
1318. Lamb, Julie	Peer Asst Leadership	Marblehead Elem	\$ 1,401.00	08/22/2017- 06/08/2018
1319. Larwood, Susan	ASB, Elem	Don Juan Avila ES	\$ 1,401.00	08/18/2017- 06/08/2018
1320. Lee, Lindsay	Dance, HS	Dana Hills HS	\$ 2,334.00	08/22/2017- 06/07/2018
1321. Lee, McCall	ASB, Elem	Oak Grove Elem	\$ 1,401.00	08/18/2017- 06/07/2018
1322. Lovett, Teresa	Department Chair, Physical Ed	Niguels Hills MS	\$ 3,268.00	08/22/2017- 06/07/2018
1323. Lynch, Kim	Department Chair, Science	Niguel Hills MS	\$ 3,268.00	08/22/2017- 06/07/2018
1324. Lynde, Robert	Department Chair, Social Science	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1325. Mack, Alana	Annual Department Chair,	San Clemente HS	\$ 3,735.00	08/18/2017- 06/08/2018
	Fine Arts		\$ 4,669.00	
1326. Magana, Andrew	Band, Jazz	Tesoro HS	\$ 2,334.00	08/22/2017- 06/08/2018
1327. Mairs, Robin	Department Chair, Social Science	Dana Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1328. McElroy, Dean	Orchestra	San Juan Hills HS	\$ 1,401.00	08/22/2017-
	Band, Marching		\$ 4,202.00	06/07/2018
	Band, Jazz		\$ 2,334.00	
1329. Mednick, Melissa	ASB, Elem	Oso Grande Elem	\$ 700.50	08/22/2017- 06/07/2018
1330. Miller, Matthew	Newspaper Advisor	San Clemente HS	\$ 3,735.00	08/18/2017- 06/08/2018

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

Name	Position	Location	<u>Salary</u>	Effective <u>Date</u>
1331. Mitchell, Kelsey	Outdoor Ed, Elem	Marblehead Elem	\$ 117.00 per night	10/09/2017- 10/11/2017
1332. Moore, Farrel	Athletic Director, Girls'	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1333. Moros, Amanda	Department Chair, Physical Ed	Las Flores MS	\$ 3,268.00	08/22/2017- 06/08/2018
1334. Nguyen, Vivian	California Schools Federation	San Juan Hills HS	\$ 700.50	08/22/2017- 12/22/2017
1335. Nicol, Katie	Department Chair, English/Language Arts	Don Juan Avila MS	\$ 3,268.00	08/11/2017- 06/05/2018
1336. Norgren, Ryan	Annual	San Juan Hills HS	\$ 3,735.00	08/22/2017- 06/07/2018
1337. Olinger, Cathy	Auxiliary Band Unit, (Asst) Auxiliary Band Unit	Tesoro HS	\$ 2,334.00 \$ 2,334.00	08/22/2017- 06/08/2018
	Orchestra		\$ 1,401.00	
1338. Olsen, Shirley	Department Chair, World Language	San Clemente HS	\$ 4,669.00	08/18/2017- 06/08/2018
1339. Ordonez, Lourdes	ASB, Elem-50%	RH Dana Elem	\$ 700.50	08/18/2017- 12/21/2017
1340. Ortiz, Ashley	Pep Squad	Dana Hills HS	\$ 3,268.00	08/22/2017- 06/07/2018
1341. Ortiz, Jaime	Department Chair, Physical Ed	San Clemente HS	\$ 4,669.00	08/18/2017- 06/08/2018
1342. Parry Jr., Jay	Department Chair, Special Ed	Niguel Hills MS	\$ 3,268.00	08/22/2017- 06/07/2018
1343. Patterson, Susan	Department Chair, Math	Niguel Hills MS	\$ 3,268.00	08/22/2017- 06/07/2018
	Department Chair, Social Science		\$ 3,268.00	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

<u>Name</u>	Position	Location	<u>Salary</u>	Effective <u>Date</u>
1344. Peterson, Lauren	Dance	San Clemente HS	\$ 2,334.00	08/18/2017- 06/08/2018
1345. Pianta, Rebecca	Lead Counselor	Student Support Svcs	\$ 4,669.00	07/01/2017- 06/30/2018
1346. Picaso, Robert	Department Chair, Social Science	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
1347. Pittman, Terrill	Department Chair, Science	Vista Del Mar MS	\$ 3,268.00	08/22/2017- 06/07/2018
1348. Popperwell, Christopher	Instrumental B	Niguel Hills MS	\$ 1,867.00	08/22/2017- 06/07/2018
1349. Proodian, David	National Honor Society	San Clemente HS	\$ 1,401.00	08/18/2017- 06/08/2018
1350. Pulido, Pedro	Department Chair, World Language	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
1351. Ramirez, Gilbert	Athletic Director, Girls'	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
	Athletic Director, Boys'		\$ 4,669.00	
1352. Randle, Liessa	Outdoor Ed, Elem	Marblehead Elem	\$ 117.00 per night	10/09/2017- 10/11/2017
1353. Rodriguez, George	Department Chair, Math	San Juan Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018
1354. Rosa, Matthew	Water Polo, Boys' Varsity (Head)	Dana Hills HS	\$ 3,501.00	08/21/2017- 10/26/2017
1355. Sampson, Timothy	Surfing, Varsity (Head)	Dana Hills HS		08/21/2017- 11/03/2017
	Newspaper Advisor Annual		\$ 3,735.00 \$ 3,735.00	
1356. Schwartzberg, Morris	Department Chair, Math	Dana Hills HS	\$ 4,669.00	08/22/2017- 06/07/2018

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

<u>Name</u>	Position	Location	<u>Salary</u>	Effective Date
1357. Serio, Dannielle	Academic Comp. Coach, HS-50%	San Juan Hills HS	\$ 2,101.00	08/22/2017- 12/22/2017
1358. Shick, Allison	Deparment Chair, Social Science	San Clemente HS	\$ 4,669.00	08/18/2017- 06/08/2018
1359. Shults-Amon, Leesa	Department Chair, Social Science	Vista Del Mar MS	\$ 3,268.00	08/22/2017- 06/07/2018
1360. Skaff, Donald	Soccer, Girls' (Head)	Tesoro HS	\$ 3,501.00	11/13/2017- 03/09/2018
1361. Soto, Antonio	Band, Marching	San Clemente HS	\$ 4,202.00	08/18/2017- 06/08/2018
	Auxiliary Band Unit		\$ 2,334.00	
	Band, Jazz		\$ 2,334.00	
	Orchestra		\$ 1,401.00	
1362. Stafford, Carol	Department Chair, Sp Ed	Vista Del Mar MS	\$ 3,268.00	08/22/2017- 06/07/2018
1363. Stegner, Susan	Department Chair, English/Language Arts	Tesoro HS	\$ 4,669.00	08/22/2017- 06/08/2018
1364. Steidle, Gwynne	Anuual	Niguel Hills MS	\$ 3,268.00	08/22/2017- 06/07/2018
	Director, Student Activities		\$ 3,735.00	
1365. Ushino, Michael	National Honor Society-50%	San Juan Hills HS	\$ 700.50	08/22/2017- 12/22/2017
	Choral, HS		\$ 3,735.00	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

# APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	Position	Location	<u>Salary</u>	Effective <u>Date</u>
1366. Wade, Steven	Band, Jazz	Dana Hills HS	\$ 2,334.00	08/22/2017- 06/07/2018
	Orchestra Band,		\$ 1,401.00	
	Marching Auxiliary Band		\$ 4,202.00	
	Unit		\$ 4,202.00	
1367. Washington, Wendy	Department Chair, English	San Clemente HS	\$ 4,669.00	08/18/2017- 06/08/2018
1368. Werdel, Belen	Outdoor Ed, Elem ASB, Elem	Viejo Elem	\$ 117.00 per night \$ 1,401.00	12/01/2017
1369. Wojaczynski, Scott	Acadmic Comp Coach	Tesoro HS	\$ 4,202.00	
1370. Wright, Rachel	Choral, MS	Niguel Hills MS	\$ 1,867.00	08/22/2017- 06/07/2018
1371. Yanaura, Mark	Department Chair, Physical Ed	Vista Del Mar MS	\$ 3,268.00	08/22/2017- 06/07/2018
1372. Young, Michael	ASB, Elem	George White Elem	\$ 1,401.00	08/22/2017- 06/07/2018

### APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	Position	Location	<u>Salary</u>	Effective <u>Date</u>
1373. Addison, Chad	Golf, Girls' (Asst)	Capistrano Valley HS	\$ 2,334.00	08/21/2017- 10/11/2017
1374. Brown, Rich	Golf, Girls' (Asst)	San Clemente HS	\$ 2,500.00	08/07/2017- 10/20/2017

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

## APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

Name	Position	Location	<u>Salary</u>	Effective Date
1375. Cain, Josh	Lacrose, Girls' Varsity (Head)	San Clemente HS	\$ 2,000.00	09/20/2017- 12/14/2017
1376. Calahan, Michael	Football, Varsity (Asst) Baseball,	) Aliso Niguel HS	\$ 3,734.00	07/01/2017- 07/11/2017
	Varsity (Asst)		\$ 2,000.00	08/21/2017- 11/03/2017
1377. Gustafson, Ryan	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	08/21/2017- 10/31/2017
1378. Luciani Jr., David	Cross Country, Boys' (Asst)	San Clemente HS	\$ 1,200.00	08/07/2017- 10/31/2017
1379. Mulligan, Brian	Basketball, Boys' (Head)	Capistrano Valley HS	\$ 3,734.00	08/21/2017- 10/31/2017
1380. Pender, Max	Surfing, (Asst)	Capistrano Valley HS	\$ 2,334.00	08/21/2017- 10/31/2017
1381. Prinz, Jeff	Golf, Girls' (Asst)	Dana Hills HS	\$ 2,300.00	08/21/2017- 10/20/2017
1382. Ricci, David	Football, JV (Asst)	Capistrano Valley HS	\$ 2,801.00	08/21/2017- 10/31/2017
1383. Riscica, Nicole	Basketball, Girls' Varsity (Head)	San Juan Hills HS	\$ 1,500.00	09/01/2017- 10/31/2017
	Softball, Varsity (Head)		\$ 1,000.00	
1384. Rosa, Matthew	Water Polo, Boys'	Dana Hills HS	\$ 3,500.00	07/01/2017- 07/21/2017
1385. Sanchez, Stephanie	Drama, HS	Tesoro HS	\$ 4,000.00	08/22/2017- 06/07/2018
1386. Schepen, Scott	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	08/21/2017- 10/31/2017
1387. Smith, Nicolas	Cross Country, Boys' (Asst)	Dana Hills HS	\$ 2,000.00	

Human Resource Services Activity List Board of Trustees Regular Meeting of October 11, 2017 Certificated Employees

### APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	Position	Location	<u>Salary</u>	Effective Date
1388. Soto, Antonio	Band	San Clemente HS	\$ 5,000.00	07/01/2017- 06/30/2018
1389. Workman, Kenneth	Surfing, (Asst)	Dana Hills HS	\$ 1,700.00	08/21/2017- 11/03/2017

### **APPROVE LEAVES OF ABSENCE**

<u>Name</u>	Reason	Effective Date
1390. Lanners, Christina	Child Care	12/07/2017- 12/22/2017
1391. Shinavar, Amanda	Child Care	12/22/2017 11/13/2017- 12/21/2017

President McNicholas called the meeting to order at 4:35 p.m. Call to Order/ **Adjourn to Closed** The following speaker addressed the Board: Session Dawn Urbanek spoke regarding Closed Session Litigation - Toll Road and • Conference with Real Property Negotiators. At 4:41 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel - Anticipated Litigation; Conference with Legal Counsel - Existing Litigation; Liability Claim; Public Employee Discipline/Dismissal/Release; Conference with Real Property Negotiators; Conference with Labor Negotiators and Public Employment and Evaluation of Performance. The regular meeting of the Board reconvened to open session and was called to order by President McNicholas at 7:11 p.m. **ROLL CALL:** Present: Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Trustee Reardon Absent: None The Pledge of Allegiance was led by Veronica Hoggatt, Chair, Community Advisory **Pledge of** Committee. Allegiance A CD of the Board meeting discussion related to each of the items on the public Permanent Record agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org Prior to the adoption of the agenda, it was moved by Trustee Jones, seconded by Trustee Adoption of the Holloway and motion carried by a 7-0 vote to move Discussion/Action items 24, 25, 26 **Board Agenda** and 27 to the beginning of the meeting, prior to the Consent Calendar, to accommodate students and parents with children in attendance. AYES: Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon NOES: None ABSENT: None It was moved by Trustee Jones, seconded by Trustee Holloway and motion carried by a 7-0 vote to adopt the Board agenda. AYES: Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon None NOES: None ABSENT: President McNicholas reported the following action taken during closed session: **President's Report** 

Agenda Item #3A-1 through A-5 – Conference with Legal Counsel – Anticipated Session Meeting Litigation

from Closed

Trustees voted 7-0 to approve IDR Case Numbers 20170526, 20170527, 20170601, 20170602 and 20170613.

### Agenda Item #3A-6 – Conference with Legal Counsel – Anticipated Litigation

Trustees voted 7-0 to initiate litigation against the County of Orange and related respondents for violation of the California Environmental Quality Act.

### Agenda Item #3B-1 and B-2 – Conference with Legal Counsel – Existing Litigation

Trustees voted 7-0 to approve OAH Case Numbers 2017040274 and 2017060240.

#### Agenda Item #3C – Liability Claim

Trustees voted 7-0 to reject Government Claim No. ABI 1703799

#### Agenda Item #3D – Public Employee Discipline/Dismissal/Release

No Reportable Action.

#### Agenda Item #3E – Conference with Real Property Negotiators

Trustees Gave Direction to Staff.

#### Agenda Item #3F – Conference with Labor Negotiators

No Reportable Action.

### Agenda Item #3G – Public Employment and Evaluation of Performance

No Reportable Action.

<u>Capo Spotlight</u> Classified Employees of the Year

Office and Technical: *Michael Mortensen* - Technology Support Specialist IV, District Office

Transportation: *Rafael Murillo* - School Bus Driver, Aliso Viejo

Support Services and Security: *Rhonda Walsh* - High School Campus Supervisor, Aliso Niguel High School

Child Nutrition: *Colleen Morreale* - Food Service Elementary Cashier, Castille Elementary School

Maintenance and Operations: *Efren Florentino* - Custodian III, Serra High School EXHIBIT 17

2 of 15

Special Recognitions Para-Educator and Instructional Assistance: Dorcas Scinico - Preschool Teacher, George White Elementary School

# Extra Miler

Tracy Miller, Lisa Grossman and Susan Eckermann for their participation in the Gang Reduction and Intervention Partnership (GRIP).

Superintendent Vital reported on various activities and school events from the past two **Board and** weeks. She highlighted the opening of the two new two-story buildings at San Clemente **Superintendent** High School and San Juan Hills High School featuring 24 classrooms and state-of-the-**Comments** art technology.

Superintendent Vital spent the first day of school in Mission Viejo, visiting Castille Elementary School, Newhart Middle School and Capistrano Valley High School while the remainder of the District's executive team visited schools throughout the District.

The following speakers addressed the Board:

- Lisa Klipfel spoke regarding CDE Dyslexia Guidelines.
- Dawn Urbanek spoke regarding free speech.
- Michele Ploessel-Campbell spoke regarding the PTA/welcome back.

# **DISCUSSION/ACTION ITEMS**

Citizen, Kim Sprague, requested the placement of an agenda item to address the violation **Citizens' Request** of Education Code § 44987, and plans to seek reimbursement from Capistrano Unified Agenda Item 24 Education Association (CUEA), California Teachers Association (CTA) and National Education Association (NEA), for the past several years (as permitted by the statute of limitations).

President McNicholas recognized Kirsten M. Vital, Superintendent, to present information on this item.

This was an information item only and no Board action was necessary.

Citizen, Dawn Urbanek, requested the placement of an agenda item to address health risk studies for Tesoro High School and Esencia K-8. Board Policy 9322, Agenda/Meeting Materials, states any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting.

President McNicholas recognized Kirsten M. Vital, Superintendent, to present information on this item.

This was an information item only and no Board action was necessary.

A Trustee requested the placement of an agenda item and resolution in support of **Trustee Request** requesting the California Department of Corrections and Rehabilitation (CDCR) to Agenda Item 26 correct Proposition 57 to restore human trafficking of a minor, and rape of an unconscious person and/or use of a date rape drug to be classified as violent felonies.

### **EXHIBIT 17** 3 of 15

**Communications** 

Oral

**Citizens' Request** Agenda Item 25

Following discussion, it was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 7-0 Roll Call vote to adopt Resolution No. 1718-12, Resolution of the Capistrano Unified School District Requesting the California Department of Corrections and Rehabilitation (CDCR) to Correct Proposition 57 to Restore Human Trafficking of a Minor and Rape of an Unconscious Person and/or Use of a Date Rape Drug to be Classified as Violent Felonies.

AYES:	Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas,
	Pritchard and Reardon
NOES:	None
ABSENT:	None

The District currently has a contract with Capitol Advisors Group, LLC, a legislative consulting and advocacy firm, providing strategic counsel and assistance in developing mutually beneficial partnerships. Capitol Advisors Group, LLC, a legislative Gr

Agenda Item 27

President McNicholas recognized Kirsten M. Vital, Superintendent, to present information on this item.

This was an information item only and no Board action was necessary.

### CONSENT CALENDAR

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

President McNicholas asked Trustees for items they wished to pull from the Consent Calendar. Trustee Jones requested to pull item 2. President McNicholas pulled item 13. Citizen, Dawn Urbanek, requested to speak on items 1, 2, 11 and 19.

It was moved by Trustee Holloway, seconded by Trustee Jones and motion carried by a 7-0 Roll Call vote to approve the following Consent Calendar with the exception of pulled items and items with public speaker comments.

AYES:	Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas,
	Pritchard and Reardon
NOES:	None
ABSENT:	None

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

The following speaker addressed the Board:

• Dawn Urbanek spoke regarding purchase orders and commercial warrants.

Items Pulled from the Consent Calendar

Purchase Orders, Commercial

Warrants And Previously Board-

Approved Bids And Contracts Agenda Item 1

Approval of award of Request for Proposals No. 4-1718, Fresh Daily, Pre-Baked Ready to Serve Delivered Pizza Service to Domino's Pizza, a single service vendor, for delivered pizza to twelve middle schools.	Award Of Request For Proposals No. 4-1718, Fresh Daily, Pre-Baked Ready To Serve Delivered Pizza Service - People First Pizza, Inc. DBA Domino's Pizza Agenda Item 3
Approval of Change Order No. 1, Bid No. 1617-16 for the Marblehead Elementary School Outdoor Classroom Project related to value engineering and eliminating cost prohibitive portions of the contract, including eliminating the wood trellis, alternative seating and reduction in tree box size.	Change Order No. 1, Bid No. 1617-16, Marblehead Elementary School Outdoor Classroom Project Agenda Item 4
Approval of Change Order No. 3, Bid No. 1617-01 for the San Juan Hills High School Building J Project related to rain damage and concrete acceleration to maintain the project schedule as well as owner directed changes.	Change Order No. 3, Bid No. 1617-01, San Juan Hills High School Building J Project Agenda Item 5
Approval of Change Order No. 3, Bid No. 1516-10 for the San Clemente High School Building 800 Project related to rain damage and concrete acceleration to maintain the project schedule as well as owner directed changes.	Change Order No. 3, Bid No. 1516-10, San Clemente High School Building 800 Project Agenda Item 6
Approval of Extension No. 1 of Bid No. 1617-05, Fresh Produce (Fruits & Vegetables) Products and Services with Val-Pro, Inc., dba Valley Fruit & Produce Co. Approval of various Extensions No. 1 of Request for Proposal No. 1-1617, E-Rate Multiple Categories as awarded to various vendors for the purchase of eligible E-Rate funded products and services.	Extension No. 1 Of Bid No. 1617-05, Fresh Produce (Fruits & Vegetables) Products And Services - Val-Pro, Inc. Dba Valley Fruit & Produce Co. Agenda Item 7 Extension No. 1 Of Request For Proposals No. 1-
EXHIBIT 17	1617, E-Rate Multiple

	Categories - Various Vendors Agenda Item 8
Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1617-16, Marblehead Elementary School Outdoor Classroom.	Final Acceptance And Filing Of Notice Of Completion For Bid No. 1617-16, Marblehead Elementary School Outdoor Classroom – R. Jensen Co., Inc. Agenda Item 9
Approval to utilize the State of Utah National Association of State Procurement Officer (NASPO formerly WSCA-NASPO) ValuePoint Master Price Agreement No. AR233 awarded to Cisco Systems, Inc. and ConvergeOne, Inc. as an authorized reseller for the purchase of information technology goods and services, specifically various Cisco brand network equipment, software, routers, security, SMARTnet warranty and related services.	National Association Of State Procurement Office (Naspo Formerly Wsca- Naspo) Cooperative Purchasing Organization LLC DBA Valuepoint Master Price Agreement No. Ar233 For Information Technology Goods And Services - Cisco Systems, Inc. And Convergeone, Inc. As An Authorized Reseller Agenda Item 10
<ul> <li>Approval of the Addendum to Client Services Agreement with the Hanover Research Council LLC ("Hanover") will amend the existing agreement dated November 21, 2016 and will extend the District's access to Hanover's Research Services.</li> <li>The following speaker addressed the Board: <ul> <li>Dawn Urbanek spoke regarding Hanover.</li> </ul> </li> </ul>	Addendum To Client Services Agreement With The Hanover Research Council LLC. Agenda Item 11
Approval of Agreement for Participation Inside the Outdoors School Program Public School 2017-2018. District schools routinely participate in the Orange County Department of Education's outdoor science school/field trip programs and "Traveling EXHIBIT 17	Agreement For Participation Inside The

Scientist" programs and assemblies.	Outdoors School Program Public Schools 2017-2018 Agenda Item 12
Approval of the Start and Dismissal Times for the 2017-2018 school year.	Proposed School Start And Dismissal Times For The 2017-2018 School Year Agenda Item 14
Approval of the Memorandum of Understanding (MOU) with Anaheim Union High School District (AUHSD) to provide special education programs and services for eligible District adult students (18 and older) who reside in group homes in AUHSD from August 9, 2017 through June 30, 2018.	Memorandum Of Understanding With Anaheim Union High School District Agenda Item 15
Approval of Resolution No. 1718-10, Transition Partnership Project Interagency Agreement with the California Department of Rehabilitation.	Resolution No. 1718-10, Transition Partnership Project Interagency Agreement With The California Department Of Rehabilitation Agenda Item 16
Approval of Service Agreement with Paradigm Healthcare Services, LLC to provide Medi-Cal Local Educational Agency (LEA) and Medi-Cal Administrative Activities (MAA) billing services.	Service Agreement - Paradigm Healthcare Service, LLC. Agenda Item 17
Approval of Purchase Agreement with Gallup, Incorporated to access the Gallup Client Portal for one time survey administration (six-month term) as an Engagement Study Pilot at five schools.	Purchase Agreement - Gallup, Incorporated Agenda Item 18
<ul> <li>Approval of Purchase Agreement with The Hills Hotel to provide facility space and food for the Capistrano Unified Management Association (CUMA) retreat.</li> <li>The following speaker addressed the Board: <ul> <li>Dawn Urbanek spoke regarding the Hills Hotel.</li> </ul> </li> </ul>	Purchase Agreement - The Hills Hotel Agenda Item 19
Approval of the activity list for employment, separation and additional assignments of classified employees. EXHIBIT 17 7 of 15	Resignations/ Retirements/
/ 01 15	577 . 6025

	Employment – Classified Employees Agenda Item 20
Approval of the activity list for employment, separation and additional assignments of certificated employees.	Resignations/ Retirements/ Employment – Certificated Employees Agenda Item 21
Approval of the May 24, 2017 Regular Board Meeting minutes.	School Board Minutes Agenda Item 22
Approval of the June 28, 2017 Regular Board Meeting minutes.	School Board Minutes Agenda Item 23

### **DISCUSSION/ACTION ITEMS**

Approval to Utilize Remaining Funds in Community Facilities District (CFD) 87-1 and Redevelopment Funds-Mission Viejo (RDA-MV) to Construct Science, Technology, Engineering and Mathematics (STEM) Classroom Buildings at Aliso Niguel High School and Newhart Middle School; Approval of the Architectural and Related Services Agreement; Approval to Advertise for Bids.

Following discussion, this item was moved to the September 13, 2017 Board Meeting in order to solicit public input and feedback on the utilization of the remaining funds in CFD 87-1.

**Utilize Remaining** Funds In CFD 87-1 And Redevelopment **Funds-Mission** Viejo To Construct **Stem Classroom Buildings At Aliso Niguel High School And Newhart** Middle School: **Approval Of Architectural And Related Services** Agreement; **Approval To Advertise For Bids** Agenda Item 28

Resolution No. 1718-03 authorizes the levy of Special Tax in Community FacilitiesResolution No.District (CFD) No. 90-2 (Talega) for Fiscal Year 2017-18.1718-03,President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and<br/>Support Services to present this item.Board Of TrusteesOf The Capistrano<br/>Unified School01

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Holloway and motion carried by a 7-0 Roll Call vote to adopt Agenda Item 29.

### EXHIBIT 17 8 of 15

**Body Of** 

**District**, Acting As

The Legislative

AYES: NOES: ABSENT:	Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon None None	Community Facilities District No. 90-2 Of The Capistrano Unified School District (Talega), Authorizing The Levy Of Special Taxes In Community Facilities District No. 90-2 Of The Capistrano Unified School District (Talega) For Fiscal Year 2017-2018 Agenda Item 29
District (CFD) No. 90 2017-2018. President McNicholas Support Services to pre Following discussion,	<ul> <li><sup>44</sup> authorizes the levy of Special Taxes in Community Facilities</li> <li><sup>-2</sup> Improvement Area (IA) No. 2002-1 (Talega) for Fiscal Year</li> <li><sup>14</sup> recognized Clark Hampton, Deputy Superintendent, Business and esent this item.</li> <li><sup>15</sup> it was moved by Trustee Reardon, seconded by Trustee carried by a 7-0 Roll Call vote to adopt Agenda Item 30.</li> <li><sup>15</sup> Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon None</li> <li><sup>16</sup> None</li> </ul>	Resolution No. 1718-04, Resolution Of The Board Of Trustees Of The Capistrano Unified School District, Acting As The Legislative Body For Improvement Area No. 2002-1 Of Community Facilities District No. 90-2 IA Of The Capistrano Unified School District (Talega), Authorizing The Levy Of Special Taxes In Community Facilities District No. 90-2 IA Of The Capistrano Unified School District No. 90-2 IA Of The Capistrano Unified School District No. 90-2 IA Of The Capistrano Unified School District (Talega) For Fiscal Year 2017-2018 Agenda Item 30

<ul><li>President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.</li><li>Following discussion, it was moved by Trustee Jones, seconded by Trustee Holloway and motion carried by a 7-0 Roll Call vote to adopt Agenda Item 31.</li></ul>		Resolution Of Board Of Trustees Of The Capistrano Unified School District, Acting As The Legislative
AYES: NOES: ABSENT:	Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon None None	Body Of Community Facilities District No. 92-1 Of The Capistrano Unified School District (Las Flores), Authorizing The Levy Of Special Taxes In Community Facilities District No. 92-1 Of The Capistrano Unified School District (Las Flores) For Fiscal Year 2017- 2018 Agenda Item 31
District (CFD) No. 98 President McNicholas and Support Services Following discussion	06 authorizes the levy of Special Taxes in Community Facilities -1A (Pacifica San Juan) for Fiscal Year 2017-2018. Trecognized Clark Hampton, Deputy Superintendent, Business to present this item. , it was moved by Trustee Reardon, seconded by Trustee carried by a 7-0 Roll Call vote to adopt Agenda Item 32. Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon None None	Resolution No. 1718-06, Resolution Of Board Of Trustees Of The Capistrano Unified School District, Acting As The Legislative Body Of Community Facilities District No. 98-1A Of The Capistrano Unified School District (Pacifica San Juan), Authorizing The Levy Of Special Taxes In Community Facilities District No. 98-1A Of The Capistrano Unified School District

(Pacifica San Juan)

2017-2018 Agenda Item 32
Resolution No. 1718-07, Resolution Of The Board Of Trustees Of The Capistrano Unified School District, Acting As The Legislative Body Of Community Facilities District No. 98-2 Of The Capistrano Unified School District (Ladera), Authorizing The Levy Of Special Taxes In Community Facilities District No. 98-2 Of The Capistrano Unified School District No. 98-2 Of The Capistrano Unified School District (Ladera) For Fiscal Year 2017-2018 Agenda Item 33
Resolution No. 1718-08, Resolution Of
Board Of Trustees Of The Capistrano Unified School
District, Acting As The Legislative
Body Of Community Facilities District
Facilities District No. 2004-1 Of The Capistrano Unified School District (Rancho Madrina), Authorizing The Levy Of Special Taxes In Community

**Facilities District** 

		No. 2004-1 Of The Capistrano Unified School District (Rancho Madrina) For Fiscal Year 2017-2018 Agenda Item 34
District (CFD) No President McNich and Support Servic Following discuss	<ul> <li>8-09 authorizes the levy of Special Taxes in C 2005-1 (Whispering Hills) for Fiscal Year 201</li> <li>blas recognized Clark Hampton, Deputy Superest to present this item.</li> <li>ion, it was moved by Trustee Holloway, seen carried by a 7-0 Roll Call vote to adopt Agen</li> <li>Trustees Bullockus, Hanacek, Holloway, Pritchard and Reardon None</li> <li>None</li> </ul>	<ul> <li>7-2018.</li> <li>rintendent, Business</li> <li>beconded by Trustee</li> <li>da Item 35.</li> <li>1718-09, Resolution Of Board Of Trustees Of The Capistrano Unified School District, Acting As The Legislative</li> </ul>
Resolution No. 1718-11 affirms, ratifies, and authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 90-1 (Coto de Caza), for Fiscal Year 2017-2018.		
President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.		rintendent, Business Of The Capistrano Unified School District, Acting As
5	on, it was moved by Trustee Jones, seconded b by a 7-0 Roll Call vote to adopt Agenda Item 3	• • •
AYES: NOES:	Trustees Bullockus, Hanacek, Holloway, Pritchard and Reardon None	
		Capisu and Unineu

ABSENT:	None	EXHIBIT 17
		12 of 15

	School District (Coto De Caza), Affirming, Ratifying, And Authorizing The Levy Of Special Taxes In Community Facilities District No. 90-1 Of The Capistrano Unified School District (Coto De Caza) For Fiscal Year 2017- 2018 Agenda Item 36
On May 10, 2017, the Board received an information presentation summarizing the process for establishing Esencia K-8 School boundaries.	Community Task Force for Establishing
President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.	Esencia K-8 School Boundaries
This was an information item only and no Board action was necessary.	Agenda Item 37
Based upon Fiscal Crisis and Management Assistance Team recommendations and District stakeholder input, the Strategic Plan document is divided into five key priorities: Continuum of Services; Identification, Monitoring and Compliance; Support and Related Services; Organization and Staffing; and Leadership and Communication.	Strategic Plan Presentation Agenda Item 38
<ul><li>The following speaker addressed the Board:</li><li>Michele Ploessel-Campbell spoke regarding the strategic plan.</li></ul>	
President McNicholas recognized Gregory Merwin, Associate Superintendent, Student Support Services, to present this item.	
This was an information item only and no Board action was necessary.	
Approval of proposed revisions to Board Bylaw 9323, <i>Meeting Conduct</i> . Revisions to this bylaw were made based upon feedback and direction of the Board during the July 26, 2017 Board Meeting.	Second Reading – Board Bylaw 9323, Meeting Conduct Agenda Item 39
<ul><li>The following speaker addressed the Board:</li><li>Michele Ploessel-Campbell spoke regarding meeting conduct.</li></ul>	ingeniu item or
Following discussion, it was moved by Trustee Hanacek, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to approve Agenda Item 39. The Board requested to revisit the policy in 6 to 8 months.	

AYES:	Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas and Reardon	
NOES: ABSENT:	None Pritchard	
	moved by Trustee Jones, seconded by Trustee Reardon and 0-1 vote to extend the meeting time past the eleven o'clock hour	Motion to Extend the Time Limit
AYES: NOES:	Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas and Reardon None Britshand	
ABSENT:	Pritchard	
	to Board Policy 5173, <i>Suicide Prevention</i> , updates and aligns e September 26, 2016, Governor approved, Assembly Bill (AB) evention policies.	Second Reading – Board Policy 5173, Suicide Prevention Agenda Item 40
President McNicholas Support Services, to pr	recognized Gregory Merwin, Associate Superintendent, Student resent this item.	
6	it was moved by Trustee Holloway, seconded by Trustee arried by a 6-0-1 vote to approve Agenda Item 40.	
AYES:	Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas and Reardon	
NOES: ABSENT:	None Pritchard	
	to Board Policy 0420.4, <i>Charter School Authorization</i> , updates D Board Policy 0420.41, <i>Charter School Oversight</i> .	First Reading - Board Policy 0420.4, Charter
President McNichola Education Services to	s recognized Susan Holliday, Associate Superintendent, present this item.	School Authorization
Following discussion, this item moved to a Second Reading. Agenda Item 41		
ITEMS PULLED FR	OM CONSENT CALENDAR	
* *	ct standardized Independent Contractor, Professional Services, ield Service agreements.	Independent Contractor, Professional
The following speaker • Dawn Urbane	addressed the Board: k spoke regarding independent contracts.	Services, Field Service And Master Contract
-	it was moved by Trustee Reardon, seconded by Trustee Jones a 6-0-1 vote to approve Agenda Item 2 with the exception of the	Agreements Agenda Item 2

AYES:	Trustees Bulloc	kus, Hanacek,	Holloway,	Jones,	McNicholas
	and Reardon	EXHIBIT 17	7		
		14 of 15			

NOES:	None
ABSENT:	Pritchard

Trustee Pritchard left the meeting at 9:08 p.m.

Approval of Agreement for Participation with the YMCA of Orange County Laguna **Agreement For** Niguel to provide Physical Education (P.E.) Programs for Students at Concordia and **Participation With** Viejo Elementary Schools 2017-2018 will provide P.E. lessons in grades 1-5 that are The YMCA Of modeled after the Physical Education Content Standards for California Public Schools. **Orange County** Laguna Niguel To Following discussion, it was moved by Trustee Jones, seconded by Trustee Bullockus **Provide A Physical** and motion carried by a 6-0-1 vote to approve Agenda Item 13. Education **Program For** Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas **Students At** AYES: and Reardon **Concordia And** NOES: None Viejo Elementary Pritchard ABSENT: Schools 2017-2018 Agenda Item 13

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 6- Adjournment 0-1 vote to adjourn the meeting.

AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas,
	and Reardon.
NOES:	None
ABSENT:	Pritchard

President McNicholas announced the meeting adjourned at 10:58 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Berkman, Executive Secretary, Board Operations

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF REGULAR MEETING September 13, 2017 EDUCATION CENTER – BOARD ROOM

President McNicholas called the meeting to order at 4:38 p.m.	Call to Order/	
At 4:39p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel - Anticipated Litigation; Liability Claims; Student Expulsions; Student Readmissions; Public Employee Employment/Appointment; Public Employee Discipline/Dismissal/Release; Conference with Labor Negotiators and Public Employment and Evaluation of Performance.	Adjourn to Closed Session	
The regular meeting of the Board reconvened to open session and was called to order by President McNicholas at 7:08 p.m.		
ROLL CALL:		
<ul><li>Present: Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard, Reardon and Student Advisor Max Eunice</li><li>Absent: None</li></ul>		
The Pledge of Allegiance was led by Trustee Gila Jones.	Pledge of Allegiance	
A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: <a href="https://www.capousd.org">www.capousd.org</a>	Permanent Record	
It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 7-0 vote to adopt the Board agenda.	Adoption of the Board Agenda	
AYES:Trustees Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon.NOES:NoneABSENT:		
Student Advisor Eunice voted Aye to adopt the Board agenda.		
President McNicholas reported the following action taken during closed session:	President's Report	
Agenda Item #3A-1 - Conference with Legal Counsel – Anticipated Litigation	from Closed Session Meeting	
Trustees gave direction to staff.		
Agenda Item #3A-2 – Conference with Legal Counsel – Anticipated Litigation		
Trustees gave direction to staff.		
Agenda Item #3B – Liability Claims		
Trustees voted 7-0 to reject Government Claim No. ABI 1703925.		
Agenda Item #3C – Student Expulsions		
Trustees voted 7-0 to approve Student Expulsion Case Number 2017-058.		

### Agenda Item #3D - Student Readmissions

Trustees voted 7-0 to approve Student Readmissions Case Number 2016-019.

### Agenda Item #3E – Public Employee Employment/Appointment

No Reportable Action.

### Agenda Item #3F - Public Employee Discipline/Dismissal/Release

No Reportable Action.

### Agenda Item #3G-1 – Conference with Labor Negotiators

No Reportable Action.

### Agenda Item #3G-2 - Conference with Labor Negotiators

Trustees gave direction to staff.

### Agenda Item #3H – Public Employment and Evaluation of Performance

No Reportable Action.

#### Extra Miler

Recognitions Extra Miler Award for their participation on the Orange County Science Technology and Math Team (OC STEM Team).

Susan Holliday, Associate Superintendent, Education Services Gregory Merwin, Associate Superintendent, Student Support Services Dave Stewart, Executive Director, Professional Development Debbi Keeler, Director, Early Childhood Programs Heidi Crowley, Coordinator, Charter Schools and Strategic Initiatives Stephanie Avera, Coordinator, Educational Technology Cheryl Samson, Principal, Lobo Elementary School Faith Morris, Principal, Marblehead Elementary School Christina Portillo, Principal, RH Dana Elementary School Sean McNamara, Principal, Las Flores Middle School Kellie Little, Curriculum Specialist, Elementary Math & Science, Lead STEM Practitioner Stacy Berrest, Instructional Coach, TK-5 Barbara Hardos, Instructional Coach, Educational Technology Elisa Slee, Teacher Malcom Elementary School Marsha Johnson, Teacher Kinoshita Elementary School Kaycee Martin and Dorain Cassell, YMCA, Area Managers Michelle Hart, CUSD Foundation Laura Schmidl, Discovery Science Center

### **Associated Student Body**

Aliso Niguel High School

Special

Deni Christensen, *Principal* Ann Zender, *Activities Director* John Hellewell, *Student Body President* 

Superintendent Vital reported on various school visits and the activities of the past two weeks. She welcomed Max Eunice as the 2017-18 Student Advisor to the Board and announced the resignation of the Executive Secretary, Board Operations effective October 11, 2017.

Superintendent Vital spoke regarding dress code and future revisions to the policy. She also invited the public to attend ribbon cuttings for the new buildings at San Clemente and San Juan Hills High Schools.

The following speakers addressed the Board:

- Lori Kosky spoke regarding dress code.
- Alyssa Marin spoke regarding dress code.
- Andrea Castner spoke regarding dress code.
- Megan Lee spoke regarding dress code.
- Martina Lee spoke regarding dress code.
- Sami Larue spoke regarding dress code.
- Mackenzie Eyres spoke regarding dress code.
- Christine Eyres spoke regarding dress code.
- Michele Okonski spoke regarding dress code.
- Piper Reed spoke regarding dress code.
- Michele Ploessel-Campbell spoke regarding PTA Membership/Advocacy
- Connie Lanzisera spoke regarding limiting time to speak.

### PUBLIC HEARING

The Board will conduct a public hearing on the consideration of seeking a waiver from the State Board of Education of the competitive bidding procedures set forth in Education Code § 17466 *et seq.* for the lease of District property located at 26126 Victoria Blvd, Dana Point, CA 92624 (South Bus Yard).

President McNicholas announced the Public Hearing open at 8:05 p.m.

The following speaker addressed the Board:

• Michele Ploessel-Campbell spoke regarding the South Bus Yard.

Following the public speaker, President McNicholas announced the public hearing closed at 8:06 p.m.

### CONSENT CALENDAR

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

The following speakers addressed the Board:

Items Pulled from the Consent Calendar

Oral Communications

Public Hearing: Intent To Request Waiver - South Bus Yard Agenda Item 1

- Michele Ploessel-Campbell spoke regarding Agenda Item 10.
- Dawn Urbanek spoke regarding Agenda Items 2, 3, 4, 9, 13, 18, 19, 24 and 28.

President McNicholas asked Trustees for Items they wished to pull from the Consent Calendar.

It was moved by Trustee Reardon, seconded by Trustee Bullockus, and motion carried by a 7-0 Roll Call vote to approve the following Consent Calendar.

AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas,
	Pritchard and Reardon
NOES:	None
ABSENT:	None

Student Advisor Eunice voted Aye to approve the following Consent Calendar.

Approval of donations of funds and equipment.	Donation Of Funds And Equipment Agenda Item 2
Approval of purchase orders (Attachment 1) and commercial warrants (Attachment	2). Purchase Orders, Commercial Warrants and Previously Board- Approved Bids and Contracts. Agenda Item 3
Approval of the District standardized Independent Contractor, Professional Servi Master Contract, and Field Service Agreements.	ces, Independent Contractor, Professional Services, Field Service and Master Contract Agreements. Agenda Item 4
Approval of Award of Bid No. 1718-09, Refrigeration and Ice Machine Equipm Repair Service and Preventative Maintenance Services to Refrigeration Cont Company, Inc.	

### Agenda Item 5

Approval of Change Order No. 4, Bid No. 1516-10 for the San Clemente High School Building 800 Project related to owner directed changes to maintain project schedule through inclement weather, unforeseen conditions and regrading of the fire lane to meet compaction requirements.	Change Order No. 4, Bid No. 1516-10, San Clemente High School Building 800 Project Agenda Item 6
Approval of Change Order No. 4, Bid No. 1617-01 for the San Juan Hills High School Building J Project related to unforeseen conditions and additional Division of State Architect requirements.	Change Order No. 4, Bid No. 1617-01, San Juan Hills High School Building J Project Agenda Item 7
Approval of Change Order No. 1, Bid No. 1617-20 for the Tesoro High School Building D Project related to the relocation of storage containers, increase asphalt areas in an effort to mitigate for lost parking and removal of unforeseen conditions of asbestos in existing roof mastic during demolition.	Change Order No. 1, Bid No. 1617-20, Tesoro High School Building D Project Agenda Item 8
Approval of the revised employee mileage allowance.	Employee Mileage Allowance Agenda Item 9
Approval of Extension No.1 of Bid No. 1516-14, Co-Curricular Bus Service to the following vendors: Certified Transportation Services, Incorporated; First Student, Incorporated; Grand Pacific Charter; and JFK Transportation Company, Incorporated for co-curricular transportation services, as needed by the District.	Extension No. 1 Of Bid No. 1516-14, Co-Curricular Bus Service – Various Vendors Agenda Item 10
Approval of Extension No. 1 of Bid No. 1617-02, Tree Trimming with West Coast Arborist, Inc.	Extension No. 1 Of Bid No. 1617-02, Tree Trimming - West Coast Arborist, Inc. Agenda Item 11
Approval of Extension No. 2 of Bid No. 1516-08, Districtwide Roof Assessment and Preventative Roof Maintenance with Weatherproofing Technologies, Inc.	Extension No. 2 Of Bid No. 1516-08, Districtwide Roof Assessment And Preventative Roof Maintenance - Weatherproofing Technologies, Inc. Agenda Item 12

Approval of Resolution No. 1718-14, Authorizing the Increase and Decrease in Appropriations for the Fiscal Year ending 2016-2017.	Resolution No. 1718-14, Authorizing The Increase And Decrease In Appropriations For The Fiscal Year Ending 2016- 2017 Agenda Item 13
Approval of Resolution No. 1718-15, Authorizing the Reappropriation of Carryover Funds.	Resolution No. 1718-15, Reappropriation Of Carryover Funds Agenda Item 14
Approval Of Resolution No. 1718-16, Adopting The 2016-2017 Actual Gann Limit And The 2017-2018 Estimated Gann Limit. Resolution No. 1718-16 Establishes The Actual Gann Limit For 2016-2017 At \$293,102,757.52 And The Estimated Gann Limit For 2017-2018 At \$326,626,995.89.	Resolution No. 1718-16, Adopting The 2016-2017 Actual Gann Limit And The 2017-2018 Estimated Gann Limit Agenda Item 15
Approval of the Agreement with Orange County Department of Education to Provide Translation and Interpretation Services for the 2017-2018 school year.	Agreement With Orange County Department Of Education To Provide Interpretation And Translation Services (Written And Oral) In Any Language Agenda Item 16
Approval of renewal of the annual Memorandum of Understanding (MOU) for the 2017-2018 Migrant Education Program with San Diego County Office of Education for the 2017-2018 Migrant Education Program, Region 9.	Memorandum Of Understanding With The San Diego County Office Of Education For The 2017-2018 Migrant Education Program, Region 9 Agenda Item 17

Approval of the ratification of the Memorandum of Understanding (MOU) with Western Youth Services, Incorporated (WSY). In the 2016-2017 school year, WSY provided students accessibility to mental health services through the Alternatives to Suspension program.	Memorandum Of Understanding With Western Youth Services Incorporated - Mental Health Services For Children And Families Agenda Item 18
Approval of Playworks Memorandum of Understanding for 2017-2018.	Memorandum Of Understanding With Playworks For 2017-2018 Agenda Item 19
Approval of the Agreement for Use of Document Tracking Services School Year 2017-2018 to provide a web-based application that allows staff to streamline the completion of various school and District-level reports.	Agreement For Use Of Document Tracking Services School Year 2017- 2018 Agenda Item 20
Approval of the Memorandum of Understanding (MOU) with Santa Ana Unified School District (SAUSD) to provide special education Deaf and Hard of Hearing programs and services for District students referred by their Individualized Education Program (IEP) team.	Memorandum Of Understanding With Santa Ana Unified School District Agenda Item 21
Approval of a Personnel Reimbursement Agreement with Laguna Beach Unified School District (LBUSD) to provide five days of instruction by a qualified Orientation and Mobility Specialist to LBUSD during the 2017-2018 school year.	Personnel Reimbursement Agreement With Laguna Beach Unified School District Agenda Item 22
Approval of a Personnel Reimbursement Agreement with Saddleback Valley Unified School District (SVUSD) to provide 40 days of instruction by a qualified Orientation and Mobility Specialist to SVUSD during the 2017-2018 school year.	Personnel Reimbursement Agreement With Saddleback Valley Unified School District: Agenda Item 23
Approval of payment to District Master Teachers who supported a California State University, Fullerton student teacher during the 2017 spring semester.	California State University, Fullerton Master Teacher Payments
EXHIBIT 18	500 6005

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#### Agenda Item 24

Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) Fourth Quarter Report. Education Code § 1240 requires OCDE to report visits and reviews of District schools conducted by OCDE, if any.	Orange County Department Of Education Fourth Quarter Report – Williams Settlement Legislation Agenda Item 25
Acceptance of Williams Settlement Legislation Uniform Complaint Fourth 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.	Fourth Quarter Report – Williams Settlement Legislation Uniform Complaint Agenda Item 26
Approval of the activity list for employment, separation and additional assignments of classified employees.	Resignations/ Retirements/ Employment - Classified Employees Agenda Item 27
Approval of the activity list for employment, separation and additional assignments of certificated employees.	Resignations/ Retirements/ Employment - Certificated Employees Agenda Item 28
Approval of the July 26, 2017 Regular Board Meeting minutes.	School Board Minutes Agenda Item 29
Approval of the August 9, 2017 Special Board Meeting minutes.	School Board Minutes Agenda Item 30
DISCUSSION/ACTION ITEMS	

The Board is asked to consider adoption of Resolution No. 1718-17, Resolution of the **Resolution No.** Board of Trustees of the Capistrano Unified School District Reconfirming Acceptance 1718-17, of the Advisory Committee Recommendation; Ratifying Declaration of Surplus **Resolution of the** Property; Declaring Intention to Offer the Property for Ground Lease; and Authorizing **Board of Trustees** Request for Waiver of Competitive Bidding Procedures Under Education Code Section of the Capistrano 17466 Et Seq. (South Bus Yard Property). **Unified School** District President McNicholas recognized Clark Hampton, Deputy Superintendent, Business Reconfirming EXHIBIT 18

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and Support Services to present this item. Following discussion, it was moved by Trustee Reardon, seconded by Trustee Hanacek, and motion carried by a 7-0 Roll Call vote to adopt Resolution No. 1718-17.		Acceptance of the Advisory Committee Recommendation;
AYES: NOES: ABSENT: Student Advisor Eunic	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon None None e voted Aye to adopt Resolution No. 1718-17.	Ratifying Declaration of Surplus Property; Declaring Intention to Offer the Property for Ground Lease; and Authorizing Request for Waiver of Competitive Bidding Procedures Under Education Code Section 17466 Et Seq. (South Bus Yard Property): Agenda Item 31
our nine Community F President McNicholas and Support Services t	if the District can transfer the administration and governance of Facilities Districts (CFDs) to the County of Orange. The recognized Clark Hampton, Deputy Superintendent, Business to present this item. The Board took no action on this item.	Consideration to Pursue Legislation Allowing Transfer of Community Facilities Districts (CFDs) to County of Orange Agenda Item 32
Approval to Utilize Remaining Funds in Community Facilities District (CFD) 87-1 and Redevelopment Funds-Mission Viejo (RDA-MV) to Construct Science, Technology, Engineering and Mathematics (STEM) Classroom Buildings at Aliso Niguel High School and Newhart Middle School; Approval of the Architectural and Related Services Agreement; Approval to Advertise for Bids. President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.		Utilize Remaining Funds in CFD 87-1 and Redevelopment Funds–Mission Viejo to Construct STEM Classroom Buildings at Aliso
Following discussion, it was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 7-0 vote to approve Agenda Item 33.		Niguel High School and Newhart Middle School; Approval of
AYES: NOES: ABSENT:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon None None	Architectural and Related Services Agreement; Approval to
Student Advisor Eunic	e voted Aye to approve Agenda Item 33.	Advertise for Bids Agenda Item 33

At the May 17, 2017 Board workshop, staff presented an overview of information **District Dashboard** regarding the development of a District Dashboard including the rationale for the selection of various academic and social emotional indicators. **District Dashboard** 

President McNicholas recognized Susan Holliday, Associate Superintendent, Education services to present this item.

This was an information item only and no Board action was necessary.

The Board will receive a presentation regarding the "re-imagining" project for seven elementary schools (as a follow-up to the December 14, 2016, January 25, 2017 and February 22, 2017 presentations). Presentation of #CapoForward Metrics

Agenda Item 35

President McNicholas recognized Susan Holliday, Associate Superintendent, Education Services to present this item.

Following discussion, it was moved by Trustee Hanacek, seconded by Trustee Holloway, and motion carried by a 6-0-1 vote to approve Agenda Item 35.

AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas
	and Reardon
NOES:	None
ABSENT:	Pritchard

Student Advisor Eunice voted Aye to approve Agenda Item 35.

The Board of Trustees will be provided with a brief update on the 2016-2017 actuals and the revisions to the 2017-2018 budget.	Resolution No. 1718-13,
President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.	Preliminary 2016- 2017 Financial Statements
It was moved by Trustee Reardon, seconded by Trustee Holloway, and motion carried by a 6-0-1 Roll Call vote to adopt Resolution No. 1718-13.	(Unaudited Actuals): Agenda Item 36

AYES:	Trustee Bullockus, Holloway, Jones, McNicholas, Pritchard
	and Reardon
NOES:	None
ABSENT:	Hanacek

Student Advisor Eunice voted Aye to approve Agenda Item 36.

language.

The proposed revision to Board Policy 0420.4, <i>Charter School Authorization</i> , updates and aligns the policy to Board Policy 0420.41, <i>Charter School Oversight</i> .	Second Reading – Board Policy 0420.4, Charter
President McNicholas recognized Susan Holliday, Associate Superintendent, Education Services to present this item.	School Authorization Agenda Item 37
It was moved by Trustee Hanacek, seconded by Trustee Holloway, and motion carried by a 4-3 vote to approve Agenda Item 37 with the inclusion of conflict of interest	

AYES: NOES: ABSENT:	Trustee Hanacek, Holloway, McNicholas and Pritchard Bullockus, Jones and Reardon None			
Student Advisor Eunice voted Aye to approve Agenda Item 37.				
It was moved by Trustee Jones, seconded by Trustee Reardon, and motion carried by a 7-0 vote to extend the meeting time past the eleven o'clock hour to 11:15 p.m.		Motion to Extend Past the Eleven O'clock Hour		
AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon	O CIOCK HOU		
NOES: ABSENT:	None None			
Student Advisor Eunice voted Aye to extend the meeting time past the eleven o'clock hour to 11:15 p.m.				
The proposed revision to Board Policy 6175, <i>Education of Migrant Students</i> , removes language which reflected specific categorical and state and federal funding sources which no longer exist.		First Reading - Board Policy 6175, Education of Migront Students		
		Migrant Students Agenda Item 38		
It was moved by Trustee Jones, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve Agenda Item 38.				
AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon			
NOES: ABSENT:	None			
Student Advisor Eunice	e voted Aye to approve Agenda Item 38.			
This proposed revision of Board Policy 4111, 4211, 4311, <i>Recruitment, Selection and Appointment</i> , revises this policy to add management titles of Chief and Associate Superintendent to the existing list. Changes are underlined; deletions are struck through.		First Reading - Board Policy 4111, 4211, 4311, Recruitment, Selection and Appointment Agenda Item 39		
President McNicholas Resource Services to p				
It was moved by Trust a 6-0-1 vote to approve				

AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas
	and Pritchard
NOES:	Reardon
ABSENT:	None

Student Advisor Eunice voted Aye to approve Agenda Item 39.

This proposed revision of Board Policy 4315, <i>Evaluation/Accountability</i> , revises this policy to extend the probationary period of Management, Supervisory and Confidential Personnel.	First Reading - Board Policy 4315, Evaluation/ Accountability
President McNicholas recognized Gordon Amerson, Associate Superintendent, Human Resource Services to present this item.	Agenda Item 40

It was moved by Trustee Reardon, seconded by Trustee Holloway, and motion carried by a 7-0 vote to approve Agenda Item 40 with an annual report from the Superintendent to the Board regarding staff evaluations.

AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas,
	Pritchard and Reardon
NOES:	None
ABSENT:	None

Student Advisor Eunice voted Aye to approve Agenda Item 40.

It was moved by Trustee Jones, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to waive the Second Readings for Agenda Items 38, 39 and 40. Second Readings

AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas,
	Pritchard and Reardon
NOES:	None
ABSENT:	None

Student Advisor Eunice voted Aye to waive the Second Readings on Agenda Items 38, 39 and 40.

It was moved by Trustee Reardon, seconded by Trustee Holloway and motion carried **Adjournment** by a 7-0 vote to adjourn the meeting.

AYES:	Trustee Bullockus, Hanacek, Holloway, Jones, McNicholas,
	Pritchard and Reardon
NOES:	None
ABSENT:	None

Student Eunice voted Aye to adjourn the meeting.

President McNicholas announced the meeting adjourned at 11:10 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Berkman, Executive Secretary, Board Operations

EXHIBIT 18 12 of 12

## CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:Board of TrusteesFrom:Kirsten M. Vital, SuperintendentDate:October 11, 2017

Board Item: Trustee Request – Agenda Item 19

## **HISTORY**

Over the past year, the District has experienced an increased number of California Public Records Act (CPRA) requests, in addition to accusations and complaints against the District to the Orange County District Attorney (DA) and Fair Political Practices Commission (FPPC). When the Office of the District Attorney receives a complaint, they must investigation the allegation, resulting in the District's loss of staff resources and funding.

## **BACKGROUND INFORMATION**

A Trustee requested that staff provide an estimate of the expenditures and resources spent by the District to defend accusations filed with the DA and FPPC. One example of such accusations is the complaint filed with the DA and FPPC against former Trustee Lynn Hatton-Hodson in which she was accused of a conflict of interest based on her company, InnovateEd, being paid to provide consulting services to the District. At the conclusion of the DA's investigation, it was determined there was no conflict of interest former Trustee Hatton-Hodson did not benefit monetarily. The investigation by the DA is now closed and no further action will be pursued. The District spent approximately \$69,469.20 in defense of this allegation.

## **CURRENT CONSIDERATIONS**

This is an information item only and no Board action is necessary.

## FINANCIAL IMPLICATIONS

This one case shows a financial impact of approximately \$69,469.20.

## **STAFF RECOMMENDATION**

It is recommended Martha McNicholas, Board President, and Kirsten M. Vital, Superintendent, present information on this item and answer any questions Trustees may have.

## **PREPARED BY:** Nicole Berkman

APPROVED BY: Kirsten M. Vital



OFFICE OF THE DISTRICT ATTORNEY ORANGE COUNTY, CALIFORNIA

**TONY RACKAUCKAS** 

JIM TANIZAKI CHIEF ASSISTANT D.A.

JOSEPH D'AGOSTINO SENIOR ASSISTANT D.A. GENERAL FELONIES/ ECONOMIC CRIMES

MICHAEL LUBINSKI SENIOR ASSISTANT D.A. SPECIAL PROJECTS

JAIME COULTER SENIOR ASSISTANT D.A. BRANCH COURT OPERATIONS

SCOTT ZIDBECK SENIOR ASSISTANT D.A. VERTICAL PROSECUTIONS/ VIOLENT CRIMES

JENNY QIAN DIRECTOR ADMINISTRATIVE SERVICES

SUSAN KANG SCHROEDER CHIEF OF STAFF

September 25, 2017

Superintendent Kirsten M. Vital Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

Re: Trustee Lynn Hatton Hodson Conflict of Interest Complaint

Dear Superintendent Vital:

The Orange County District Attorney's Office (OCDA) received a complaint alleging that former Capistrano Unified School District (CUSD) Trustee Lynn Hatton Hodson had an illegal conflict of interest based on her company, InnovateEd, being paid to provide consulting services to CUSD. After conducting an investigation to determine the facts, and researching the applicable laws, OCDA has concluded that although there was initially the appearance of a conflict, there is insufficient evidence to establish that there was an actual conflict which violated either of California's conflict of interest statutes.

## The Facts

Lynn Hatton Hodson was an elected Trustee of the CUSD School Board and is part owner of InnovateEd, an educational consulting business providing consulting services to school districts throughout California.

The Association of California School Administrators (ACSA) is, as its name implies, a professional association for school administrators. It is governed by an elected board of officers and directors and was formed in 1971 with the stated goal, according to its website, of "serv[ing] educational leaders in the pursuit of equity and excellence to meet the diverse needs of all California students." CUSD's Superintendent, Kirsten Vital, is a member of ACSA, as are many, if not most, school superintendents and assistant superintendents around the state. Her annual membership dues are paid for by her employer.

CUSD's Superintendent and her staff are responsible for running the day to day operations of the school district. In doing so, they make recommendations regarding the implementation of contracts and other actions to the District's Board of Trustees for their approval.

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CENTRAL OFFICE 401 CIVIC CENTER DR. W P.O. BOX 808 SANTA ANA, CA 92701 (714) 834-3952 Superintendent Kirsten M. Vital September 25, 2017 Page 2

According to the California Department of Education (CDE), during the 2013-2014 school year the state began implementing the Local Control Funding Formula (LCFF) which changed the way in which local school districts were funded. According to the CDE's website, "an important component" of the LCFF is the requirement that all local educational agencies (LEA's) prepare a Local Control and Accountability Plan (LCAP), "which describes how they intend to meet annual goals for all pupils, with specific activities to address state and local priorities identified pursuant to Education Code Section 52060(d)." As a result, ACSA sought to assist their members in preparing LCAP's in order to maximize their member districts' state funding. In doing so, ACSA contracted with several educational consultants, including InnovateEd, to form a "Systems Leadership Collaborative" to provide consulting services to their participating member districts.

The contract between ACSA and InnovateEd compensated InnovateEd to assist in the formation of the System Leadership Collaborative and provide a number of LCAP workshops to the member districts. Interested school districts would pay ACSA to join the Collaborative and attend workshops to assist them in developing their LCAP's so as to maximize their funding under the state's new funding formula (LCFF). The amount of money ACSA paid to InnovateEd under the terms of its agreement with ACSA was not dependent upon the number of participating districts that joined the Collaborative or attended the workshops.

Sometime prior to the meeting of CUSD's Board of Trustees on December 9, 2015, CUSD Superintendent Kirsten Vital learned about ACSA's new Systems Leadership Collaborative and the LCAP workshops. She presented the information at her staff cabinet meeting and it was decided that staff should recommend that CUSD participate in the Collaborative. Thereafter, a Memorandum of Understanding (MOU) between ACSA and CUSD was forwarded to Susan Holliday, CUSD's Associate Superintendent for Education Services, for inclusion in the December 9, 2015 Board of Trustees Meeting Agenda. The MOU indicated that CUSD would pay ACSA \$10,000 to participate in the Systems Leadership Collaborative and attend one of the LCAP workshops. At the time, neither Superintendent Vital nor Associate Superintendent Holliday were aware that InnovateEd was one of the educational consultants that had partnered with ACSA in the Collaborative and the workshops. Under the terms of the agreement between ACSA and InnovateEd, InnovateEd was not paid any additional fees as a result of CUSD's participation.

Trustee Hatton Hodson had planned to be absent from the meeting of CUSD's Board of Trustees on December 9, 2015, and consequently, because of her absence, she did not vote on the proposal to have CUSD participate in the ACSA Collaborative. Furthermore, because of her absence, she did not participate in any discussion of the matter prior to the vote being taken. She also was not aware that the item was on the agenda that night, and there is no evidence to suggest she had any discussions with any of the other trustees regarding the issue prior to the meeting. Had she had any such discussions with a majority of the other trustees regarding the issue, it would likely have been a violation of the Brown Act.

Once it became generally known that ACSA had contracted with InnovateEd to provide services for the members of the Systems Leadership Collaborative and conduct the LCAP workshops, to avoid any appearance of impropriety, ACSA refunded CUSD's \$10,000 membership fee in the Collaborative.

Superintendent Kirsten M. Vital September 25, 2017 Page 3

#### The Law

California has two conflict of interest statutes. The first, found in Gov't Code §1090 prohibits elected officials from entering into any government contract in which they have a personal financial interest.

Specifically, Gov't Code §1090 provides:

"Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. ... [¶]As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries."

Subsection (a) of Gov't Code §1091 exempts elected officials who have only a "remote interest" in the contract and the interest is disclosed prior to the approval of the contract by the board, agency, etc., on which the official sits. §1091(a) provides:

"An officer shall not be deemed to be interested in a contract entered into by a body or board of which the officer is a member within the meaning of this article if the officer has only a remote interest in the contract and if the fact of that interest is disclosed to the body or board of which the officer is a member and noted in its official records, and thereafter the body or board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest."

Gov't Code §1097 makes a violation of this section "punishable by a fine of not more than one thousand dollars (\$1,000), or by imprisonment in the state prison, and [the person convicted] is forever disqualified from holding any office in this state."

Much broader conflict of interest regulations were enacted with the passage of the Political Reform Act in 1974, limiting an elected official's involvement in *any decision* in which the official has a financial interest.

#### Gov't Code §87100 provides:

"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

#### Gov't Code § 87103 provides:

"A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.

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(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.
(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management."

The statute requires that for there to be conflict, the decision must have a "reasonably foreseeable" effect on the financial interest of the elected official. According to the California Court of Appeal this means that "there [must be] a substantial likelihood that [the effect on the financial interest] will occur. Certainty is not required. However, if an effect is only a mere possibility, it is not reasonably foreseeable." (*Smith v. Superior Court* (1994) 31 Cal.App.4<sup>th</sup> 205, 212.)

An elected official who finds himself or herself having a qualifying financial interest in a decision that is to be made by a board or council of which he or she is a member can avoid running afoul of the conflict of interest statute by complying with Gov't Code §87105. It states:

"(a) A public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

(1) Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

(2) Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.

(3) Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

(4) Notwithstanding paragraph (3), a public official described in subdivision (a) may speak on the issue during the time that the general public speaks on the issue."

Finally, Gov't Code §91000(a) states that: "Any person who knowingly or willfully violates any provision of this title is guilty of a misdemeanor."

## <u>Analysis</u>

As an elected member of CUSD's Board of Trustees, Lynn Hatton Hodson was clearly subject to the conflict of interest regulations discussed above. The analysis of whether her actions violated either of the statutes turns on the application of the facts to several different aspects of the regulations. First, at the time InnovateEd entered into the agreement with ACSA, CUSD had not joined the Collaborative, so CUSD never entered into a contract directly with InnovateEd. Second, while it might be reasonably foreseeable that CUSD would, at some point, join the Collaborative, again InnovateEd's MOU was with ACSA not CUSD, and more importantly, the agreement did not compensate

Superintendent Kirsten M. Vital September 25, 2017 Page 5

InnovateEd based on the number of districts that joined the Collaborative. So when CUSD did join, InnovateEd did not receive any greater monetary benefit than it would have if CUSD had not joined. Consequently, Trustee Hatton Hodson did not benefit monetarily, either directly or indirectly, from CUSD's MOU with ACSA to participate in the Collaborative and attend the LCAP workshops. Furthermore, even if InnovateEd had benefited monetarily from CUSD's participation, Trustee Hatton Hodson did not participate in the vote on the ACSA Collaborative, nor did she participate in any discussion regarding the proposal during the meeting, as a result of her being absent from the meeting. And there is no evidence that she had any discussions about the proposal with any of her fellow trustees prior to them voting on the proposal. Had she known that the item was going to be voted on at the meeting, Trustee Hatton-Hodson could be faulted for not disclosing to her fellow trustees that her company had contracted with ACSA, but due to her scheduled absence, she was not aware that the item would be on the agenda at that meeting. And finally, even though Trustee Hatton Hodson did not vote on the matter, did not participate in any discussion of the matter, and did not benefit monetarily directly or indirectly from the vote, any appearance of impropriety was negated when ACSA returned the \$10,000 Collaborative membership fee to CUSD after InnovateEd's involvement became known.

#### **Conclusions**

CUSD Trustee Lynn Hatton Hodson did not benefit monetarily from the Board of Trustee's vote to have CUSD join ACSA's Systems Leadership Collaborative so, legally, there was no financial interest giving rise to a conflict of interest. Furthermore, Trustee Hatton Hodson did not participate in the vote or participate in any discussions on the issue before or during the meeting. Consequently, there is no legal or factual basis for a finding that Trustee Hatton Hodson violated either of the statutory conflict of interest regulations in connection with this matter. Accordingly, we are closing our inquiry into this matter and no further action will be taken.

Very truly yours,

/s/

Raymond S. Armstrong Senior Deputy District Attorney Special Prosecutions Unit

cc: David Huff, Esq. Dawn Urbanek

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## CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Clark Hampton, Deputy Superintendent, Business and Support Services Steve Matteson, Manager, Energy Safety, Environmental
Date:	October 11, 2017
Board Item:	Resolution No. 1718-19, Approving Energy Services Contract With Schneider Electric Buildings Americas, Inc. For Approved Plan No. 3 (Application No. 2085) For the District's Energy Conservation Program for 14 School Sites

## **HISTORY**

On December 9, 2015, the District issued a Request for Proposals (RFP) No. 5-1516. The RFP was based upon a "Best Value" criteria method of selection as is permitted by applicable law. As a result of that competitive selection process, Schneider Electric Buildings Americas, Inc. (Schneider) was determined by staff to be a full-service energy services company with the technical capabilities to provide services to the District, including benchmarking, American Society of Heating Refrigerating and Air-Conditioning Engineers (ASHRAE) auditing, identifying and developing energy efficiency measures, water conservation measures, and energy generation measures, as well as providing design, engineering, procurement, construction management, installation, construction, systems commissioning, training and preventive maintenance services.

A legal Memorandum dated August 22, 2016 from the District's outside legal counsel, John P. Dacey, Esq. of Bergman Dacey Goldsmith, PLC, has previously been provided to the Board and therein Mr. Dacey concludes that "the District's RFP process conducted back in December 2015 was consistent with the California Energy Commission's 2015 Program Implementation Guidelines, issued December 2014, and that the Board is authorized to award the implementation portion of the projects under the proposed Contract to Schneider Electric, Inc. as contemplated by the RFP."

## **BACKGROUND INFORMATION**

The Board approved Resolution No. 1617-19 for Plan No. 1 (Application No. 1497) in the amount of \$2,490,333 on September 14, 2016. The six school sites included in this plan were Dana Hills High School, Capistrano Valley High School, San Clemente High School, Aliso Niguel High School, Tesoro High School and San Juan Hills High School. The scope for this plan was a light emitting diode (LED) lighting retrofit for all the exterior and parking lot spaces as well as several gyms, libraries and pools. This plan has been fully installed and completed at all six high schools.

The Board approved Resolution No. 1617-75 for Plan No. 2 (Application No. 1646) in the amount of \$3,409,320 on May 10, 2017. The six school sites included in this plan were Dana Hills High School, Capistrano Valley High School, San Clemente High School, Aliso Niguel High School, Tesoro High School and San Juan Hills High School. The scope for this plan includes a new Building Automation System at five of the six sites and an LED lighting retrofit for the pools and tennis courts at Dana Hills High School. The LED lighting retrofit has been installed along with the Building Automation Systems at San Juan Hills High School and Capistrano Valley High School. The remaining sites will be completed by Spring 2018.

## **CURRENT CONSIDERATIONS**

This agenda item pertains to the adoption of Resolution No. 1718-19, Approving Energy Services Contract with Schneider Electric Buildings Americas, Inc. for Approved Plan No. 3 (Application No. 2085) for the District's Energy Conservation Program for 14 School Sites. The District's Energy Conservation Program Application 2085 was approved by the California Energy Commission (CEC) on June 13, 2017, in the amount of \$4,702,128.21. This approval was obtained prior to the full development of the scope. As a result, the District has elected to revise the plan and the remove scope from Vista Del Mar and apply the remaining funds towards the costs related to the solar feasibility consultant as well as to pay for a construction manager. Therefore, upon approval by the Board, the District will enter into a contract with Schneider Electric for the revised plan amount of \$4,321,505. An amendment will be made to Plan No. 3 before the deadline of June 30, 2018. The implementation of Approved Plan No. 3 (Attachment A) will reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability.

The 14 school sites included in Plan No. 3 are Truman Benedict Elementary School, Del Obispo Elementary School, Fred Newhart Middle School, Las Flores Elementary School and Middle School, Don Juan Avila Elementary School and Middle School, Ladera Ranch, Elementary School and Middle School, Niguel Hills Middle School, Marco Forster Middle School, Bernice Ayer Middle School and Vista Del Mar Elementary School and Middle School.

## FINANCIAL IMPLICATIONS

Funding has been approved and will come from state funds; there is no financial impact.

## **OTHER INFORMATION**

Government Code § 4217.12 requires before a school district can award the implementation portion of an energy services contract pursuant to Government Code § 4217.10 through § 4217.18, the school district must post and advertise giving Notice of a Public Hearing to be held regarding the award of such a contract. The statute requires the Notice to be given at least 14 days before the public hearing. This Action Item is scheduled for the October 11, 2017 Board and as such, Notice was given on September 27, 2017 by posting same at District Office and by advertising same in Orange County Register.

Page 2 of 3 EXHIBIT 20 2 of 96 Pursuant to § 4217.12 of the California Government Code, the Board of Trustees has to open a public hearing during its meeting on October 11, 2017, to receive and consider any public comments, if any, and while the meeting is still open, make certain findings set forth below.

The required findings to be read aloud into the record are:

- 1. The Board adopts the findings and recommendations of staff as set forth in staff's Report and Attachment A thereto as the Board's findings; and
- 2. Schneider Electric was selected through a competitive Request for Proposal process consistent with the requirements set forth in the California Energy Commission's 2015 Program Implementation Guidelines, has performed the needed evaluations and assessments required to receive approval for state funding of the projects, said funding has now been received as a result of the District's and Schneider Electric's efforts, and has guaranteed to implement those conservation measures for a price not to exceed the state funding received by the District for the projects. Therefore, by entering into the proposed Energy Services Contract with Schneider to implement the ECM recommendations the Board finds that it is in the best interests of the District, provides the best-value to the District, and pursuant to California Government Code § 4217.10 et seq. the Board hereby approves the proposed Energy Services Contract with Schneider to implement the measures recommended in Approved Plan No. 3 for the Facilities as a design-builder and construction manager.

District staff, Schneider, and District legal counsel, John P. Dacey, Esq. of Bergman Dacey Goldsmith, PLC, have drafted the various contract documents (i.e., an Energy Services Contract and Exhibits thereto) pursuant to California Government Code § 4217.10 through § 4217.18 to have Schneider perform the work and services needed to implement Approved Plan No. 3 at the Facilities. District staff, Schneider, District legal, and Schneider legal, have all approved the draft agreement and exhibits, all of which are subject to Board approval.

## **STAFF RECOMMENDATION**

It is recommended the Board of Trustees adopt Resolution No. 1718-19, Approving Energy Services Contract with Schneider Electric Buildings Americas, Inc. for Approved Plan No. 3 (Application No. 2085) in the amount of \$4,321,505 for the District's Energy Conservation Program for 14 School Sites.

**PREPARED BY:** Steve Matteson, Manager, Energy Safety, Environmental

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

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

#### **RESOLUTION NO. 1718-19**

## RESOLUTION APPROVING ENERGY SERVICES CONTRACT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. FOR APPROVED PLAN NO. 3 (APPLICATION NO. 2085) FOR THE DISTRICT'S ENERGY CONSERVATION PROGRAM FOR 14 SCHOOL SITES

*WHEREAS*, the District owns and/or operates eight certain educational and administrative facilities described in the District's Application to the California Energy Commission (Commission) bearing ID No. 2085, said Application dated June 13, 2017 and approved by the Commission (hereinafter Approved Plan No. 3);

*WHEREAS*, the facilities stated in Approved Plan 3 are: Truman Benedict ES, Del Obispo ES, Fred Newhart MS, Las Flores ES, Las Flores MS, Don Juan Avila ES, Don Juan Avila MS, Ladera Ranch ES, Ladera Ranch MS, Niguel Hills MS, Marco Forster MS, Bernice Ayer MS, Vista Del Mar ES and Vista Del Mar MS and are hereinafter collectively referred to as the "Facilities"; and

**WHEREAS**, the District wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by contracting to procure comprehensive energy management strategy expertise to achieve long term benefits and flexibility in managing the District's power and energy needs and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, the District previously conducted a qualification-based selection process pursuant to the authority granted the District under Government Code section 4217 et seq., and other applicable law, soliciting qualified energy service companies through the issuance of a Request for Qualifications and Request for Proposals (RFP) pertaining to the discovery, engineering, packaging, procurement, installation, financing, maintenance and monitoring of energy efficiency measures at the Facilities, in order to make use of funding available to be appropriated under the California Clean Energy Jobs Act (codified at California Public Resources Code Division 16.3); and

**WHEREAS**, Schneider is a full-service energy services company with the technical capabilities to provide services to District, including benchmarking, ASHRAE auditing, identifying and developing energy efficiency measures, water conservation measures, and energy generation measures, as well as providing design, engineering, procurement, construction management, installation, construction, systems commissioning, training and preventive maintenance services; and

*WHEREAS*, of the competitive proposals previously submitted, the proposal submitted by Schneider was selected as providing the best-value in accordance with the provisions of the RFP, and District awarded to Schneider an Energy Planning Contract (EPC) to perform an



energy audit and submit a multiple year (bundled) energy expenditure plan (Energy Expenditure Plan) in accordance with the standards set forth in the EPC; and

*WHEREAS*, Schneider presented the Energy Expenditure Plan to District pursuant to the EPC, and recommended the implementation of certain Energy Conservation Measures (ECMs), and District's staff accepted the recommended ECMs and submitted the Energy Expenditure Plan to the Commission; and

*WHEREAS*, the District's Energy Expenditure Plan has now been approved by the Commission for the Facilities and has approved state funding for Approved Plan No. 3 in the amount Four Million Seven Hundred and Two Thousand One Hundred and Twenty Eight Dollars and Twenty One Cents (\$4,702,128.21); and

*WHEREAS*, District's staff has further determined that the anticipated cost to District to implement the recommended ECMs will be less than the anticipated cost to District for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by District at the Facilities without the implementation of the recommended ECMs in compliance with California Government Code Section 4217.10 through 4217.18; and

*WHEREAS*, pursuant to Section 4217.12 of the California Government Code, the Board of Trustees of the District (Board) held a public hearing at a regularly scheduled public hearing on October 11, 2017, of which a minimum of two weeks advance public notice was given regarding this Agreement and its subject matter; and

**WHEREAS**, based upon the foregoing public hearing and findings made by the District at the public hearing as reflected in this Resolution, the Board has determined that entering into an energy services contract with Schneider to implement the ECM recommendations (Project) is in the best interests of the District, provides the best-value to the District, and pursuant to California Government Code Section 4217.10 et seq. authorizes the District to enter into this Agreement with Schneider to implement the measures recommended in the ECMs as a designbuilder and construction manager; and

*NOW, THEREFORE, BE IT NOW RESOLVED* that after due, full and careful consideration of all of the information provided to it by Staff, legal counsel, and at and/or during the public hearing, has, for all of the reasons expressed above, and based on the authority provided to the District under Government Code sections 4217.10 et seq., and any and all other applicable authority, hereby:

- 1. The above Recitals are true and correct;
- 2. Approves the proposed Energy Services Contract with Schneider in the Guaranteed Maximum Price amount of Four Million Seven Hundred and Two Thousand One Hundred and Twenty Eight Dollars and Twenty One Cents (\$4,702,128.21), as described above and as set forth in said Contract Documents; and



3. Authorizes the Superintendent and/or her designee, to execute all necessary documents to effectuate the Board's intent regarding Approved Plan No. 3.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on October 11, 2017, by the following vote:

AYES:	()
NOES:	()
ABSENT:	()
ABSTAIN:	()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and forgoing Resolution was duly and regularly adopted by the said Board at the meeting on the 11<sup>th</sup> day of October, 2017, by a roll call vote.

Patricia Holloway Clerk of the Board of Trustees

Kirsten Vital Superintendent Secretary of the Board of Trustees



## ENERGY SERVICES CONTRACT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

This Energy Services Contract ("Agreement") is entered into as of this 12<sup>th</sup> day of October, 2017 (the "Effective Date"), by and between **Schneider Electric Buildings Americas**, **Inc.** ("Schneider"), having its principal offices at 1660 Scenic Avenue, Costa Mesa, CA 92626, and the **Capistrano Unified School District** ("District"), located at 33122 Valle Rd, San Juan Capistrano, CA 92675. Schneider and the District may singularly be referred to as "Party" or collectively as "Parties".

#### WITNESSETH

WHEREAS, the District owns and/or operates certain educational and administrative facilities described in the District's Application to the California Energy Commission dated June 13, 2017 bearing ID No. 2085 (hereinafter the "Approved Plan") (and the Fourteen facilities therein (Truman Benedict ES, Del Obispo ES, Fred Newhart MS, Las Flores ES and MS, Don Juan Avila ES and MS, Ladera Ranch, ES and MS, Niguel Hills MS, Marco Forster MS, Bernice Ayer MS and Vista Del Mar ES and MS, are hereinafter collectively referred to as the "Facilities"). The Approved Plan is included as Attachment D to this Agreement. The District wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by contracting to procure comprehensive energy management strategy expertise to achieve long term benefits and flexibility in managing the District's power and energy needs and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, the District conducted a qualification-based selection process pursuant to the authority granted under Government Code section 4217 et seq., and other applicable law, soliciting qualified energy service companies through the issuance of a Request for Qualifications and Request for Proposals ("RFP") pertaining to the discovery, engineering, packaging, procurement, installation, financing, maintenance and monitoring of energy efficiency measures at the Facilities, in order to make use of funding available to be appropriated under the California Clean Energy Jobs Act (codified at California Public Resources Code Division 16.3); and

WHEREAS, Schneider is a full-service energy services company with the technical capabilities to provide services to District, including benchmarking, ASHRAE auditing, identifying and developing energy efficiency measures, water conservation measures, and energy generation measures, as well as providing design, engineering, procurement, construction management, installation, construction, systems commissioning, training and preventive maintenance services; and



WHEREAS, of the competitive proposals submitted, the proposal submitted by Schneider was selected as providing the best-value in accordance with the provisions of the RFP, and District awarded to Schneider an Energy Planning Contract ("EPC") to perform an energy audit and submit a multiple year (bundled) energy expenditure plan (the "Energy Expenditure Plan") in accordance with the standards set forth in the EPC; and

WHEREAS, Schneider presented the Energy Expenditure Plan to District pursuant to the EPC, and recommended the implementation of certain Energy Conservation Measures ("ECMs"), and District's staff accepted the recommended ECMs and submitted the Energy Expenditure Plan to the California Energy Commission ("CEC"); and

**WHEREAS**, the District's Energy Expenditure Plan has now been approved by the CEC for the Facilities; and

**WHEREAS**, District's staff has further determined that the anticipated cost to District to implement the recommended ECMs will be less than the anticipated cost to District for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by District at the Facilities without the implementation of the recommended ECMs in compliance with California Government Code Section 4217.10 through 4217.18; and

**WHEREAS**, pursuant to Section 4217.12 of the California Government Code, the Board of Trustees of District (the "Governing Board") held a public hearing at a regularly scheduled public hearing on October 11<sup>th</sup>, 2017, of which a minimum of two weeks advance public notice was given regarding this Agreement and its subject matter; and

WHEREAS, based upon the foregoing findings and public hearing, the Governing Board has determined that entering into an energy services contract with Schneider to implement the ECM recommendations (the "Project") is in the best interests of the District, provides the best-value to the District, and pursuant to California Government Code Section 4217.10 et seq. authorizes the District to enter into this Agreement with Schneider to implement the measures recommended in the ECMs as a design-builder and construction manager; and

**WHEREAS**, the Governing Board, by adoption of Resolution No. 1718-19 at its meeting of October 11<sup>th</sup>, 2017 approved this Agreement by and between Schneider and the District and authorized the Governing Board to execute this Agreement on behalf of the District.

**NOW, THEREFORE**, the District and Schneider hereby agree as follows:

## SECTION 1. PERFORMANCE OF THE WORK

Section 1.1 <u>Performance of Work/ Contract Terms</u>. All the work to be performed pursuant to this Agreement, including engineering, equipment and material procurement, installation, construction, and measurement and verification provided by Schneider (collectively, the "Work"), will be provided in accordance with the terms of this Agreement and the following attachments which shall collectively comprise the "Contract Documents" and are hereby incorporated in full by reference:



- A. Attachment A Scope of Work (22 pages);
- B. Attachment B Preliminary Project Schedule;
- C. Attachment C General Conditions;
- D. Attachment D Approved Plan;
- E. Attachment E Escrow Agreement;
- F. Attachment F Payment Bond; and
- G. Attachment G Performance Bond.

Section 1.2 <u>Acknowledgement of Contract Documents</u>. In addition to signing this Agreement, Schneider shall review and execute where appropriate all the Attachments to this Agreement described above. Also, Schneider shall initial this Section immediately below acknowledging that he or she has read, understands and agrees with all the terms of the Contract Documents. Schneider shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent. Pursuant to Education Code Section 17250.35, no construction or alteration of any school building shall commence prior to the receipt of the written approval of the plans by the Division of the State Architect.

#### **Schneider's Initials**

Section 1.3 <u>Scope of Work</u>. The Scope of Work to be provided hereunder, including all design, engineering, equipment and material procurement, the securing and vetting of all needed subcontractor bids, installation, construction and construction management, is generally described in Attachment A and elsewhere in the Contract Documents. See also, Section 1.1 above.

Section 1.4 **Project Schedule/ Notice to Proceed.** The preliminary Project schedule is presented in Attachment B ("Project Schedule"), which shall be adjusted as necessary as the Project progresses at each Facility. All requested modifications to the Project Schedule shall be subject to District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required review and approval of submissions, and for approvals of authorities having jurisdiction over the Project approval and funding. As the Project Schedule is revised during the Contract Term, the revised Project Schedule shall replace the Project Schedule then included as Attachment B. The District shall issue to Schneider a written Notice to Proceed ("Notice to Proceed" or "NTP") within ten (10) calendar days after District has (a) approved this Agreement, and (b) received approval of the Energy Expenditure Plan from the California Energy Commission.

Section 1.5 <u>Additional Work</u>. During the "Contract Term" (as defined in Section 2 below), the Parties hereto may mutually agree to add additional Work and/or Projects to the Scope of Work by a written Change Order, executed by both Parties, and such work shall be performed in accordance with the terms and conditions of this Agreement, as amended. Such Change Order work shall comply with the requirements of California Government Code Section 4217.10 through 4217.18. The amount of any such Change Order shall be determined as provided in the General Conditions.



Section 1.6 **<u>DIR Registration</u>**. Schneider covenants and agrees that Schneider is registered and shall remain registered at all times during the Contract Term with the Department of Industrial Relations ("DIR") pursuant to California Labor Code Section 1725.5. Schneider further covenants and agrees that prior to any subcontractor commencing Work on the Project, Schneider shall provide evidence to the reasonable satisfaction of the District of DIR registration by all such subcontractors and shall be responsible for insuring that all such subcontractors utilized by Schneider maintain their DIR registration at all times while performing Work on the Project. Schneider understands and agrees that this Project is subject to the payment of prevailing wages and compliance monitoring and enforcement by the DIR.

Section 1.7 <u>Contract Amount</u>. Schneider promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project as described in the Scope of Work for Four Million, Three Hundred and Twenty One Thousand, Five Hundred and Five Dollars and No Cents (\$4,321,505.00) (the "Contract Amount"). Unless otherwise stated in the Contract Documents, the Contract Amount shall pay for all costs and expenses required to design, engineer, purchase all equipment, material apparatus, and the like, secure and vet subcontractor bids, install, construct, manage, and supervise the Project.

## SECTION 2. CONTRACT TERM

The term of this Agreement shall commence on the Effective Date and end at Final Completion as noted in Attachment B (the "Contract Term") subject to adjustments of this Contract Term as specified in Attachment C.

## SECTION 3. PAYMENTS

Payments by District to Schneider under this Agreement will be as provided below and specifically described in the Installation Terms.

Section 3.1 <u>Construction Progress Payments</u>. Construction progress payments shall be made to Schneider monthly based on the percentage completion of items delineated on a "Schedule of Values" completed during the prior month as evidenced in Schneider's monthly itemized invoice. The Schedule of Values will be developed by Schneider and approved by District at the beginning of Project implementation. The Schedule of Values will be based upon the Project cost less the Project mobilization payment. Ninety-Five percent (95%) of each such monthly payment shall be made to Schneider and Five percent (5%) shall be held as retention for the full and complete performance of this Agreement and the Project. The parties may choose to have the retention deposited into an Escrow Account pursuant to Public Contract Code section 22300 in which case the sample Escrow Agreement, affixed hereto as Attachment E, shall be used for that purpose. No progress payments shall be made until Schneider has delivered to the District the payment bond and performance bond affixed hereto as Attachments F and G, respectively.



Section 3.2 <u>Late Payments</u>. If any payment is over thirty (30) days late from the "Due Date" (as defined in Section 3.4 below), District shall pay to Schneider a 1% late penalty per month.

Section 3.3 <u>Mobilization</u>. Within ten (10) day following District's issuance to Schneider of the Notice to Proceed, District shall make payment to Schneider for expenses incurred to date and project mobilization expenses ("Project Mobilization Payment") in the amount of 10% of the implementation contract payment total of the Contract Amount.

Section 3.4 **Disputed Invoices/Late Payments.** Notwithstanding Section 11 below, if the District disputes any invoice, or any documentation related thereto, or otherwise disputes any invoice as provided in Section 3.1 above, District shall make payment to Schneider when required, less a five percent (5%) retainage ("Retainage") and any portions of the invoice in dispute, and shall provide Schneider a written explanation of the basis for the dispute and the amount of the invoice being withheld related to the dispute within thirty (30) days from receipt of the dispute invoice ("Due Date"). The District shall be deemed to have waived and released any dispute known to it with respect to an invoice if such written explanation is not provided to Schneider by the Due Date. If any amount disputed by District is finally determined to be due to Schneider, either by agreement between the Parties or as a result of dispute resolution pursuant to Section 11 below, it shall be paid to Schneider within ten (10) days of such final determination, plus interest.

Section 3.5 <u>Final Payment</u>. The final invoice may be submitted after Final Completion. The final payment amount may also include payment to Schneider for any undisputed retention amounts still being withheld at that time by District.

## SECTION 4. <u>GOVERNMENTAL PERMITS AND APPROVALS;</u> <u>COORDINATION</u>

Section 4.1 <u>Permits and Approvals</u>. District will cooperate fully with and assist Schneider in obtaining all permits and approvals required under this Agreement. Schneider is responsible for obtaining permits and approvals, required for the building, installation, and start-up of the Work hereunder which are required as of the Effective Date. District shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable.

Section 4.2 <u>Coordination During Installation</u>. District and Schneider shall cooperate to coordinate the activities of Schneider and its subcontractors and suppliers with those of District, its employees, and agents. Schneider will use reasonable efforts not to interfere with the performance of business activities at the Facilities conducted by District or its employees without prior written approval of District, which shall not be unreasonably withheld.

## SECTION 5. <u>MATERIALS; WARRANTY</u>

Section 5.1 <u>Materials</u>. All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate.



Section 5.2 Warranty. Schneider warrants that the equipment and systems provided under this Agreement shall be free from defects in material and workmanship arising from normal usage for a period the greater of (1) one year from the date of beneficial use, (2) eighteen months from delivery of said equipment or systems, or, (3) if installed by Schneider, for a period of two (2) years from the installation date, but not to exceed twelve (12) months from Substantial Completion. Within the warranty period, if District provides written notice to Schneider of any such defects within thirty (30) days after the appearance or discovery of such defect, Schneider shall, at its option, repair or replace the defective equipment and return said equipment to District. All transportation charges incurred in connection with the warranty for equipment shall be borne by District, unless otherwise provided for in manufacturer warranties. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. All transferrable manufacturer warranties associated with the equipment will be transferred to the District. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.

## SECTION 6. OWNERSHIP OF PROPERTY AND EXISTING EQUIPMENT

Section 6.1 <u>Ownership of Certain Proprietary Property Rights</u>. The District shall not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Schneider shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the District to continue to operate, maintain, and repair the equipment in a manner that will yield maximal energy consumption reductions.

Section 6.2 **Ownership of Any Existing Equipment.** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Agreement shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Schneider pursuant to this Agreement. If applicable, Schneider shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Schneider's notice, designate in writing to Schneider (the "Retained Items"). It is understood and agreed to by both Parties that the District shall be responsible for designating the location and storage for the Retained Items. Schneider shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. Schneider shall not be responsible for the removal and/or disposal of any Hazardous Materials or substances except as required by the Scope of Work.

## SECTION 7. LOCATION AND ACCESS

The District will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take



reasonable steps to protect any such equipment and materials from harm, theft and misuse. District shall provide as reasonably required by the Work on the Project, but in no event later than the date(s) designated in the Notice to Proceed, access to the Facilities, including parking permits and identification tags, for Schneider and its subcontractors to perform its Work hereunder during regular business hours, or such other reasonable hours as may be requested by Schneider and acceptable to District. The District shall also either provide a set or sets of keys to Schneider and its subcontractors (signed-out per District policy) or provide a readily available security escort to unlock and lock doors. District shall not unreasonably restrict Schneider's access to the Facilities to make emergency repairs or corrections as it may determine are needed.

## SECTION 8. INDEMNIFICATION / INSURANCE BONDS

**Indemnification.** To the full extent permitted by law, each Party shall Section 8.1 indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any third party in whole or in part, arising out of that Party's activities hereunder, including the activities of other persons employed or utilized by that Party in the performance of this Agreement to the extent caused by the negligence or willful misconduct of the If any such claim is made, the indemnifying party, at the indemnifying Party. indemnifying party's expense, shall defend against and pay any and all costs, expenses (including reasonable fees of attorneys and other retained professionals), and damages of any kind arising out of such claim, whether or not that claim is successful, provided that the indemnified party: (a) gives the indemnifying party prompt written notice of such claim; and (b) cooperates with the indemnifying party, at the indemnifying party's expense, in the defense of such claim. The indemnifying party shall not be responsible for any settlement made by the indemnified without the indemnifying party's prior written consent. This indemnification obligation is not limited in any way by any limitations of any insurance held or provided by Schneider and shall continue to bind the parties after termination/completion of this Agreement.

Section 8.2 **Waiver of Consequential Damages and Limitation of Liability.** Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, however caused and on any theory of liability. "Consequential damages" includes, but is not limited to, operational losses in the performance of business, including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising solely from a Party's breach of this Agreement, negligence or willful misconduct. As used in this Section, "Losses" mean claims, actions, direct damages, liabilities, costs and/or expenses (including reasonable attorneys' fees). Schneider's responsibility under this Agreement shall not exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for bodily injury, claims to the extent of Schneider's gross negligence or willful misconduct, or as may be required by law.



Section 8.3 <u>Insurance</u>. Schneider shall maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in (i) through (vi) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to District on an annual basis, prior to policy expiration, via a Certificate of Insurance.

(i) Workers' Compensation/Employers Liability for states in which Schneider is not a qualified self-insured. Limits as follows:

- Workers' Compensation Statutory
- Employers Liability Bodily Injury by accident \$1,000,000 each accident Bodily Injury by disease \$1,000,000 each employee Bodily Injury by disease \$1,000,000 policy limit
- (ii) Commercial General Liability Insurance with limits of:
  - \$1,000,000 per occurrence for Bodily Injury and Property Damage
  - \$2,000,000 General Aggregate other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal and Advertising Injury
  - \$100,000 Fire Damage

Coverage to be at least as broad as ISO form CG 0001 (04/13), without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest, or (2) explosion, collapse, underground hazard.

(iii) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an Occurrence form.

- (iv) Professional Liability insurance with limits of:
  - \$1,000,000 per occurrence
  - \$1,000,000 aggregate
- (v) Excess Liability insurance. Limits as follows:
  - \$1,000,000 each occurrence
  - \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Auto Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability.

- (vi) Policy Endorsements.
  - The insurance specified in clause 8.3(i) above shall contain waivers of subrogation rights against the District.
  - The insurance provided for Commercial General Liability and Auto Liability above shall:
    - (a) include the District as an additional insured with respect to Work performed under this Agreement, and
    - (b) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of the District.



Section 8.4 Performance and Payment Bonds. Prior to commencing Work under this Agreement, Schneider shall furnish a Performance Bond (Attachment G) for the benefit of District in an amount equal to one hundred percent (100%) of the Contract Amount, and a Payment Bond (Attachment F) for the benefit of District to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the GMP (collectively, the "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion of the Project. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract. The District agrees that upon Final Completion of the Project and the expiration of all applicable statute of limitations deadlines for the filing of a claim against such bonds, the Performance and Payment Bonds shall be released and all obligations arising thereunder shall be terminated. The surety supplying the bond shall be an "admitted surety insurer," as defined by Section 995.120 of the Code of Civil Procedure authorized to do business in the State of California, and reasonably satisfactory to District.

## SECTION 9. EVENTS OF DEFAULT

Section 9.1 <u>Events of Default by District</u>. Each of the following events or conditions shall constitute an "Event of Default" by District:

(i) any failure by District to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, and such failure continues for thirty (30) days after notice to District demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of District; and (b) if such cure cannot be effected in thirty (30) days, District shall be deemed to have cured the default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(ii) any representation or warranty furnished by District in this Agreement which was false or misleading in any material respect when made; or

(iii) any failure by District to pay any amount to Schneider which is not paid within ten (10) days of written notice from Schneider that the amount is past due.

Section 9.2 <u>Events of Default by Schneider</u>. Each of the following events or conditions shall constitute an "Event of Default" by Schneider:

(i) any failure by Schneider to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, and such failure continues for thirty (30) days after notice to Schneider demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of Schneider, and (b) if such cure cannot be



effected in thirty (30) days, Schneider shall be deemed to have cured the default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(ii) any representation or warranty furnished by Schneider in this Agreement which was false or misleading in any material respect when made;

(iii) any lien or encumbrance is placed upon the equipment by any subcontractor, laborer, or supplier of Schneider, which is not timely removed by Schneider; provided that Schneider has been duly paid for the Work and such lien or encumbrance is not the result of any act or failure to act of the District; or

(iv) any violation of applicable law, all of which are incorporated herein by reference whether expressly set forth herein or not.

## SECTION 10. <u>REMEDIES UPON DEFAULT</u>

Section 10.1 <u>Remedies upon Default by District</u>. If an Event of Default by District occurs, Schneider will be entitled to obtain any available legal or equitable remedies through the dispute proceedings instituted pursuant to Section 3.4 above and/or Section 11 below, as applicable, including, without limitation, terminating this Agreement or recovering amounts due and unpaid by District, and/or damages which shall include Schneider's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default, legal fees and arbitration costs, and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Agreement and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 10.2 <u>Remedies Upon Default by Schneider</u>. If an Event of Default by Schneider occurs, District shall be entitled to obtain any available legal or equitable remedies through dispute proceedings instituted pursuant to Section 3.4 above and/or Section 11 below, as applicable, including, without limitation, terminating this Agreement, or recovering amounts due and unpaid by Schneider and/or damages, which shall include District's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding, legal fees and arbitration costs, and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Agreement and all costs and expenses reasonably incurred in exercising the foregoing remedies.

**SECTION 11. DISPUTE RESOLUTION.** If a dispute arises out of or relates to this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this Section 11 by giving notice to the other Party. Senior executives or officials for the Parties will meet, within thirty (30) days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives or officers of the Parties are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation as discussed below.



Section 11.1 **Mediation.** If the Dispute is not settled by the senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

Section 11.2 Arbitration. If the Dispute is not resolved by mediation within sixty (60) days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association. The following provisions apply to all arbitration proceedings pursuant to this Section: (i) the place of arbitration will be the County of Orange, California; (ii) one arbitrator will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules") (to the extent of any conflicts between the Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement prevail); (iii) the Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply (in the discretion of the arbitrator, the production of additional documents that are relevant and material to the determination of the Dispute may be required); (iv) the arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated); (v) all arbitration fees and costs are to be shared equally by the Parties, regardless of which Party prevails, and each Party will pay its own costs of legal representation and witness expenses; (vi) the award must be in the form of a reasoned award; (vii) the Dispute will be resolved as quickly as possible, and the arbitrator will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced; and (viii) the award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

## SECTION 12. <u>TERMINATION</u>

Section 12.1 <u>Termination for Cause</u>. If there is an Event of Default by either Party under this Agreement, pursuant to the provisions of Section 9, unless such Event of Default has been cured within the applicable time periods for a cure set forth in such Section 9 in addition to the remedies provided for in Section 10 the non-defaulting Party may terminate this Agreement by providing three (3) business days' notice to the defaulting Party in the case of a monetary default and ten (10) business days' notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Agreement, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall also assist the other in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If the Agreement is so terminated,



Schneider shall be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Agreement up to the date of termination.

Section 12.2 <u>Termination for Convenience</u>. Both Schneider and District have the right to terminate this Agreement upon mutual written agreement by both Parties hereto. If the Agreement is so terminated by mutual agreement, Schneider shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Agreement up to the effective date of termination.

#### SECTION 13. ORDER OF PRECEDENCE

If there are any inconsistencies between the Agreement and Attachments for implementation and construction of the Project, these inconsistencies shall be resolved by giving precedence in the order listed below:

- (1) Change Orders/Modifications
- (2) Addenda
- (3) Energy Services Agreement
- (4) Attachment A
- (5) Attachment C
- (6) Attachment B

#### SECTION 14. <u>APPLICABLE LAW</u>

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the County of Orange, California.

#### SECTION 15. <u>NOTICES</u>

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent be registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

- TO DISTRICT: Capistrano Unified School District 33122 Valle Rd San Juan Capistrano, CA 92675 Tel: (949) 234-9543 Attention: John Forney
- TO SCHNEIDER: Schneider Electric Buildings Americas, Inc. 1650 West Crosby Carrollton, TX 75006 Tel: (214) 755-8590 Attention: Tammy Fulop



## SECTION 16. <u>CONFLICTS OF INTEREST</u>

Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Agreement. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Agreement, including the expense records of the Party's employees involved in this Agreement, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

## SECTION 17. LABOR COMPLIANCE

The Work required to be performed by this Agreement shall be subject to the payment of prevailing wages, as described in the Labor Code, by Schneider and each subcontractor on the Project. The Work shall further be subject to the fulfillment of the requirements related to the payment of prevailing wages, including, but not limited to, the obligation to furnish electronic certified payroll records to the Labor Commissioner as required by the Labor Commissioner. Payments to Schneider shall not be made when payroll records are delinquent or inadequate. The prevailing rate of per diem wages and a description of employer payments are on file at District's Maintenance Office and are available to any interested party upon request. Schneider shall post a copy of such wage rates at the job site. Schneider shall also post at each job site a notice containing the following language until which time that Title 8 California Code of Regulations section 16451(d) or successor provision is adopted, at which time it shall be the responsibility of Schneider to immediately revise and post the updated language:

This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning



nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: \_\_\_\_\_

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html.

## SECTION 18. DAYS

Whenever reference is made to "day" or "days" in this Agreement, all such references shall refer to calendar days unless otherwise specifically stated.

## SECTION 19. <u>SEVERABILITY</u>

If any this provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

## SECTION 20. <u>COUNTERPARTS</u>

This Agreement, and any Attachment or other document executed in connection with this Agreement, may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement or any Attachment or other document executed in connection with this Agreement received by either Party by facsimile or portable document format (PDF) is binding upon the other Party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. This Agreement and any amendments hereto must be approved be the District's Governing Board or it shall have no force or effect.



## SECTION 21. <u>NO WAIVER</u>

Except as specifically provided for in this Agreement, no delay or failure on the part of either Party in exercising any right, power or privilege under this Agreement shall be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against either Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified herein.

## SECTION 22. <u>ENTIRE AGREEMENT</u>

Except for those applicable provisions of law incorporated by reference herein as a matter of law, the complete Agreement, including the Attachments set forth in Section 1.1 of this Agreement, constitutes the entire agreement of the Parties. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement, exists between the Parties. This Agreement can be modified only by an agreement in writing, signed by both Parties and pursuant to action of the Governing Board.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

## SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

By: Philippa Townsend	By: Jordan Lerner
Signature:	Signature:
Its: Assistant Superintendent, Fiscal Services	Its: Regional Director
Date:	Date:
	SCHNEIDER's License No.



# Attachment A



## SCHEDULE A: SCOPE OF WORK

## **BUILDING AUTOMATION SYSTEM**

The existing Carrier i-Vu Building Automation System (BAS) is to be expanded/installed at the facilities listed below. The BAS will include control and monitoring parameters as outlined below for each facility. The BAS will be controllable from the existing central workstation located on the customer's WAN/LAN (See Schedule E of contract). The central workstation will provide continuous access to the system with a user-friendly graphical Windows interface. A web enabled interface will also be included to provide web access to the system for up to 7 simultaneous users. Control zones will be programmed for temperature setup and temperature setback (as stated in Section II-H of contract). Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided. The existing Carrier controllers and field devices will be reused and will be seamlessly integrated into the new i-Vu system that will be installed/expanded as part of this scope of work.

The BAS contractor will provide site-specific on-site training for BAS operation. This includes, but is not limited to: system architecture, controller and override panel operation, service tool usage, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting. The training duration shall be a minimum of 2 hours.

The facilities included are:

- Truman Benedict Elementary School
- Bernice Ayer Middle School
- Don Juan Avila Elementary and Middle School
- Ladera Ranch Elementary and Middle School
- Las Flores Elementary and Middle School
- Del Obispo Elementary School
- Marco Forester Middle School
- Vista Del Mar Elementary and Middle School
- Fred Newhart Middle School
- Niguel Hills Middle School



#### TRUMAN BENEDICT ELEMENTARY SCHOOL

A new Carrier i-Vu BAS is to be installed to control the existing single zone constant volume roof to units and wall packaged unit. All existing controls proprietary parts such as control panels and devices that cannot be re-used shall be removed and replaced per specifications. All DDC controls will conform to the corresponding input/output point lists, including quantities of control and monitoring points. Control parameters are as follows:

#### Roof Top Units (Typical of 31)

	Control Points	Monitoring Points
:	Cooling Enable/Disable Heating Enable/Disable Supply Fan Command	Supply Air Temperature Space Temperature Space Temperature Setpoint Adj. Space Override Supply Fan Status

#### Portable Building Packaged Units (Typical of 9)

Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Auxiliary Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul> Miscellaneous	<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>
Control Points	Monitoring Points

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**Outside Air Temperature** 

#### BERNICE AYER MIDDLE SCHOOL

A new Carrier i-Vu BAS is to be installed to control the existing single zone constant volume roof top units, VVT boxes and wall packaged unit. All existing controls proprietary parts such as control panels and devices that cannot be re-used shall be removed and replaced per specifications. All DDC controls will conform to the corresponding input/output point lists, including quantities of control and monitoring points. Control parameters are as follows:

#### Roof Top Units (Typical of 22)

Control Points	Monitoring Points
<ul> <li>Cooling Enable/Disable</li> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### VVT Boxes- Administration (Typical of 4)

Control Points	Monitoring Points
<ul> <li>VVT Damper Actuation</li> </ul>	<ul><li>Zone Temperature</li><li>Zone Setpoint Adjust</li><li>Zone Override</li></ul>

#### Roof Top Units (Typical of 2) – *Heat Only*

Control Points	Monitoring Points
<ul><li>Heating Enable/Disable</li><li>Supply Fan Command</li></ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### Portable Building Packaged Units (Typical of 26)

Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Auxiliary Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### Miscellaneous

Control Points

Monitoring Points

Outside Air Temperature



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#### DON JUAN AVILA ELEMENTARY AND MIDDLE SCHOOL

A new Carrier i-Vu BAS is to be installed to control the existing single zone constant volume roof top units, multi-zone units, wall packaged unit. All existing controls proprietary parts such as control panels and devices that cannot be re-used shall be removed and replaced per specifications. All DDC controls will conform to the corresponding input/output point lists, including quantities of control and monitoring points. Control parameters are as follows:

#### Roof Top Units (Typical of 55)

Control Points	Monitoring Points
<ul> <li>Cooling Enable/Disable</li> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### Multizone Air Handling Units (Typical of 2)

Control Points	Monitoring Points
<ul> <li>DX Cooling Enable/Disable (4 stages)</li> <li>Gas Heating Enable/Disable (2 stages)</li> <li>Outside/Return Air Damper Actuation</li> <li>Relief Air Damper Actuation</li> <li>Supply Fan Command</li> <li>Return Fan Command</li> <li>Zone Mixing Damper Actuation (22 Zones)</li> </ul>	<ul> <li>Cold Deck Temperature</li> <li>Hot Deck Temperature</li> <li>Mixed Air Temperature</li> <li>Supply Fan Status</li> <li>Return Fan Status</li> <li>Zone Supply Air Temperature (22 Zones)</li> <li>Zone Temperature (22 Zones)</li> <li>Zone Setpoint Adjust (22 Zones)</li> <li>Unit Override</li> </ul>

#### Roof Top Units (Typical of 2) – Heat Only

	Control Points	Monitoring Points
•	Heating Enable/Disable Supply Fan Command	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### Portable Building Packaged Units (Typical of 25)

Control Points		Monitoring Points
Compressor Command		Space Temperature
Reversing Valve Command	•	Space Temperature Setpoint Adj
Auxiliary Heating Enable/Disable	•	Space Override
Supply Fan Command	-	Supply Fan Status

#### Miscellaneous

Control	Points
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Monitoring Points

Outside Air Temperature



#### LADERA RANCH ELEMENTARY AND MIDDLE SCHOOL

A new Carrier i-Vu BAS is to be installed to control the existing VVT roof top units, VVT boxes, single zone constant volume and wall packaged units. All existing controls proprietary parts such as control panels and devices that cannot be re-used shall be removed and replaced per specifications. The scope of work below assumes the reuse of any existing Carrier BAS hardware. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

#### VVT Roof Top Units (Typical of 5)

Control Points	Monitoring Points
<ul> <li>DX Cooling Enable/Disable</li> <li>Gas Heating Enable/Disable</li> <li>Supply Fan Command</li> <li>Bypass Damper Actuation</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Supply Fan Status</li> <li>Supply Air Static Pressure</li> </ul>
Control Points	Monitoring Points
VVT Damper Actuation Static Bypass Damper Position	<ul> <li>Zone Temperature</li> <li>Zone Setpoint Adjust</li> <li>Zone Override</li> </ul>

#### **Roof Top Units (Typical of 59)**

Control Points	Monitoring Points
<ul> <li>Cooling Enable/Disable</li> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### Portable Building Packaged Units (Typical of 16)

Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Auxiliary Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### Roof Top Units (Typical of 2)- Heat Only

Control Points	Monitoring Points
<ul> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>
Miscellaneous	
Control Points	Monitoring Points
	<ul> <li>Outside Air Temperature</li> </ul>

#### LAS FLORES ELEMENTARY AND MIDDLE SCHOOL

A new Carrier i-Vu BAS is to be installed to control the existing single zone constant volume roof top units, VVT boxes and wall packaged units. All existing controls proprietary parts such as control panels and devices that cannot be re-used shall be removed and replaced per specifications. All DDC controls will conform to the corresponding input/output point lists, including quantities of control and monitoring points. Control parameters are as follows:

#### Roof Top Units (Typical of 65)

 Control Points	Monitoring Points
Cooling Enable/Disable Heating Enable/Disable Supply Fan Command	Supply Air Temperature Space Temperature Space Temperature Setpoint Adj. Space Override Supply Fan Status

#### Roof Top Units (Typical of 2)- Heat Only

Control Points	Monitoring Points
Heating Enable/Disable Supply Fan Command	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### VVT Boxes (Typical of 2)

	Control Points	Monitoring Points
•	VVT Damper Actuation	<ul><li>Zone Temperature</li><li>Zone Setpoint Adjust</li><li>Zone Override</li></ul>

#### Portable Building Packaged Units (Typical of 43)

Monitoring Points
<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>
Monitoring Points

**Control Points** 

Outside Air Temperature .



#### DEL OBISPO ELEMENTARY SCHOOL

A Carrier i-Vu BAS will be installed with direct digital control of the multizone air handlers, and portable building packaged units. The control parameters below are listed as requirements to the BAS system. The below design assumes the reuse of any existing Carrier BAS hardware. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

#### Multizone Air Handling Units (Typical of 5)

Control Points	Monitoring Points
<ul> <li>DX Cooling Enable/Disable (4 stages)</li> <li>Gas Heating Enable/Disable (2 stages)</li> <li>Outside/Return Air Damper Actuation</li> <li>Relief Air Damper Actuation</li> <li>Supply Fan Command</li> <li>Return Fan Command</li> <li>Zone Mixing Damper Actuation (27 Zones)</li> </ul>	<ul> <li>Cold Deck Temperature</li> <li>Hot Deck Temperature</li> <li>Mixed Air Temperature</li> <li>Supply Fan Status</li> <li>Return Fan Status</li> <li>Zone Supply Air Temperature (27 Zones)</li> <li>Zone Temperature (27 Zones)</li> <li>Zone Setpoint Adjust (27 Zones)</li> <li>Unit Override</li> </ul>

#### Portable Building Packaged Units (Typical of 27)

	• •		
	Control Points	Monitoring Points	
:	Compressor Command Reversing Valve Command Auxiliary Heating Enable/Disable Supply Fan Command	Space Temperature Space Temperature Setpoint Adj. Space Override Supply Fan Status	

#### **Miscellaneous**

**Control Points** 

Monitoring Points

Outside Air Temperature

## MARCO FORSTER MIDDLE SCHOOL

A Carrier i-Vu BAS will be installed with direct digital control of the single zone constant volume roof top units, single zone constant volume heat only units, VVT roof top units, VVT boxes, and portable building packaged units. The control parameters below are listed as requirements to the BAS system. The scope of work below assumes the reuse of any existing Carrier BAS hardware. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

## Roof Top Units (Typical of 44)

	Control Points	Monitoring Points
:	Cooling Enable/Disable Heating Enable/Disable Supply Fan Command	Supply Air Temperature Space Temperature Space Temperature Setpoint Adj. Space Override Supply Fan Status

#### Heat Only Units (Typical of 3)

Control Points	Monitoring Points
<ul> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### VVT Roof Top Units (Typical of 2)

Control Points	Monitoring Points
<ul> <li>Cooling Enable/Disable</li> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> <li>Bypass Damper Actuation</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Supply Fan Status</li> <li>Supply Air Static Pressure</li> </ul>

## VVT Boxes (Typical of 14)

	Control Points	Monitoring Points
•	VVT Damper Actuation	<ul><li>Zone Temperature</li><li>Zone Setpoint Adjust</li><li>Zone Override</li></ul>

#### Portable Building Packaged Units (Typical of 10)

Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Auxiliary Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

#### Miscellaneous

**Control Points** 

Monitoring Points

Outside Air Temperature



# VISTA DEL MAR ELEMENTARY AND MIDDLE SCHOOL

A Carrier i-Vu BAS will be installed/expanded with direct digital control of the single zone constant volume roof top units, single zone constant volume heat only units, VVT roof top units, VVT boxes, and portable building packaged units. The control parameters below are listed as requirements to the BAS system. The below design assumes the reuse of any existing Carrier BAS hardware. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

# Roof Top Units (Typical of 74)

_	Control Points	Monitoring Points	
	Cooling Enable/Disable Heating Enable/Disable Supply Fan Command	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>	

# Heat Only Units (Typical of 2)

Control Points	Monitoring Points
<ul><li>Heating Enable/Disable</li><li>Supply Fan Command</li></ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

# VVT Roof Top Units (Typical of 3)

Control Points	Monitoring Points
<ul> <li>Cooling Enable/Disable</li> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> <li>Bypass Damper Actuation</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Supply Fan Status</li> <li>Supply Air Static Pressure</li> </ul>
VVT Boxes (Typical of 12)	

	Control Points	Monitoring Points
•	VVT Damper Actuation	<ul><li>Zone Temperature</li><li>Zone Setpoint Adjust</li><li>Zone Override</li></ul>

## Portable Building Packaged Units (Typical of 9)

Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Auxiliary Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>
Miscellaneous	

#### Miscellaneous

**Control Points** 

Monitoring Points

Outside Air Temperature



# FRED NEWHART MIDDLE SCHOOL

A Carrier i-Vu BAS will be installed/expanded with direct digital control of the multi-zone units, single zone constant volume roof top units, single zone evaporative cooling and heating units, and portable building packaged units. The control parameters below are listed as requirements to the BAS system. The below design assumes the reuse of any existing Carrier BAS hardware. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

## Multizone Air Handling Units (Typical of 3)

Control Points	Monitoring Points	
<ul> <li>DX Cooling Enable/Disable (4 stages)</li> <li>Gas Heating Enable/Disable (2 stages)</li> <li>Outside/Return Air Damper Actuation</li> <li>Relief Air Damper Actuation</li> <li>Supply Fan Command</li> <li>Return Fan Command</li> <li>Zone Mixing Damper Actuation (36 Zones)</li> </ul>	<ul> <li>Cold Deck Temperature</li> <li>Hot Deck Temperature</li> <li>Mixed Air Temperature</li> <li>Supply Fan Status</li> <li>Return Fan Status</li> <li>Zone Supply Air Temperature (36 Zones)</li> <li>Zone Temperature (36 Zones)</li> <li>Zone Setpoint Adjust (36 Zones)</li> <li>Unit Override</li> </ul>	

## Roof Top Units (Typical of 5)

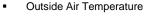
Control Points	Monitoring Points
<ul> <li>Cooling Enable/Disable</li> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul> Heat Only Units (Typical of 2)	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>
Control Points	Monitoring Points
<ul> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

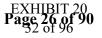
## **Evaporative Cooler/Heater (Typical of 3)**

•	
Control Points	Monitoring Points
<ul> <li>Cooling Enable/Disable</li> <li>Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

## Portable Building Packaged Units (Typical of 50)

Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Auxiliary Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>
Miscellaneous	
Control Points	Monitoring Points





## NIGUEL HILLS MIDDLE SCHOOL

A Carrier i-Vu BAS will be installed/expanded with direct digital control of the water source heat pump plant, water source heat pumps, and portable building packaged units. The control parameters below are listed as requirements to the BAS system. The below design assumes the reuse of any existing Carrier BAS hardware. Communication to the central workstation will be provided through the district's wide area network. Control parameters are as follows:

### Water Source Heat Pump Plant

Control Points	Monitoring Points
<ul> <li>Loop Pump Command (2)</li> <li>Spray Pump Command</li> <li>Cooling Tower Fan Command</li> <li>Cooling Tower Fan VFD Speed</li> <li>Boiler Enable</li> <li>Boiler Pump Enable</li> </ul>	<ul> <li>Loop Pump Status (2)</li> <li>Spray Pump Status</li> <li>Cooling Tower Fan VFD Feedback</li> <li>Loop Supply Temperature</li> <li>Loop Return Temperature</li> <li>Cooling Tower Supply Temperature</li> <li>Cooling Tower Return Temperature</li> <li>Boiler Supply Temperature</li> <li>Boiler Pump Status</li> </ul>

#### Water Source Heat Pump Units (Typical of 73)

p	
Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Supply Air Temperature</li> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>

# Portable Building Packaged Units (Typical of 26)

Control Points	Monitoring Points
<ul> <li>Compressor Command</li> <li>Reversing Valve Command</li> <li>Auxiliary Heating Enable/Disable</li> <li>Supply Fan Command</li> </ul>	<ul> <li>Space Temperature</li> <li>Space Temperature Setpoint Adj.</li> <li>Space Override</li> <li>Supply Fan Status</li> </ul>
Miscellaneous	
Control Points	Monitoring Points

**Outside Air Temperature** 

Outside Air Relative Humidity .



## **EXCLUSIONS / CLARIFICATIONS**

## The following items are excluded from Schneider Electric's scope of work:

- Classroom portable units associated with the YMCA and/or OCDE are excluded from the scope of work.
- To the best of Schneider Electric's knowledge, the points above represent all that are necessary to effectively operate the indicated systems. If additional points are required to operate the systems specifically indicated above per Schneider Electric's Sequences of Operation, they will be incorporated under this scope of work. If any of the points indicated above are unable to be included within the final system due to physical constraints, erroneous information (including reasonable assumptions proved false), or equipment that is incompatible due to existing design or condition, such points shall be excluded from this scope of work. Points associated with new mechanical equipment (if applicable) are subject to change based on those points available from the equipment ultimately furnished and the points deemed necessary for operation of the system.
- Schneider Electric will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project. Schneider Electric will utilize only the owner's existing wired WAN/LAN infrastructure to accomplish the scope of work and will not utilize the owner's IEEE 802.11 wireless network for WAN/LAN connectivity. Specifically, the BAS Contractor will not employ IEEE 802.11 (Wi-Fi) thermostats in the execution of this project.
- Portable classrooms with unused or partially filled low voltage conduit connected to buildings with WAN/LAN connectivity will be incorporated into the system through the use of a field communications bus wherever possible. New conduit will be installed above ground between adjacent portable buildings where there is insufficient existing conduit to run the communications bus wiring. Where it is not feasible to run communication bus wiring through new or existing conduit to portable buildings, a wired or wireless gateway will be used. The wireless gateways will use ZigBee wireless communication protocol and will not interfere with or use the district Wi-Fi network. No new trenched/underground conduit will be necessary in the scope of work for this project.
- Asbestos abatement of any kind.
- Air flow testing and balancing on HVAC equipment will not be included as part of the controls work.
- Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. Schneider Electric will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the customer. Schneider Electric will create an EDR (equipment deficiency report) to give customer written notification if such equipment or devices are found.
- Schneider Electric will not add or control any window units via the building automation system.
- Schneider Electric will not control any self-contained units (units with integral control, not for remote control) via the building automation system.
- Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the building automation system.
- Schneider Electric is not responsible for existing safeties on equipment or any life safety
  equipment. If Schneider Electric is to replace a starter with a VFD, Schneider Electric will tiein existing safety circuit into the VFD safety circuit. Schneider Electric will not be responsible
  for the functionality of the existing safety devices. Pre and post testing of these smoke, fire,
  and life safety systems will be the responsibility of the customer and the sequence will be
  provided to Schneider Electric.
- Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- Schneider Electric will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.



- If equipment/devices controlled by the existing BAS are not in the Scope of Work, Schneider Electric is not responsible for their functionality.
- Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and shall be in compliance with local codes and authorities having jurisdiction.
- Schneider Electric will make the final decision for controller selection, point configurations, and end devices selection based on current standards and engineering practices of Schneider Electric.
- Schneider Electric will not be responsible for controlling the HVAC equipment located in buildings without WAN/LAN network communication. Owner is responsible for providing wired WAN/LAN access for the BAS in all necessary facilities per the scope of work. These buildings are excluded from the scope of work should WAN/LAN connectivity not be provided.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Matching of paint color or ceiling tile color and pattern shall be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt shall be minimized where possible. Similar or complementary tiles shall be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc. due to the removal
  of existing thermostats (for retrofit with DDC Sensor or new thermostat) will be performed by
  the owner. Where existing sensors/thermostats are not compliant with local code or ADA
  2010 requirements, the new sensors/thermostats will be lowered accordingly. In these
  instances, blank cover plates and/or wire mold may be used to facilitate the installation of
  these sensors in a location other than the original.
- Unless specified in the controls scope or in the mechanical scope, the repair or replacement of non-functional actuators, dampers, and valves are the responsibility of the owner.
- Demolition of the existing BAS will be performed as needed to implement the new DDC system (reuse of enclosures, wire, and end devices will be determined by Schneider Electric), the total demolition will be the responsibility of the owner, unless otherwise stated.

# LIGHTING

The existing lighting will be replaced with LE fixtures per the scope listed below. No modifications or repairs to the existing poles, bases, or circuitry is included. New fixtures will remain on the existing lighting control without modification.

The facilities included are:

- Bernice Ayer Middle School
- Truman Benedict Elementary School
- Marco Foster Middle School
- Del Obispo Elementary School
- Niguel Hills Middle School
- Ladera Ranch Elementary and Middle School
- Don Juan Avila Elementary and Middle School
- Las Flores Elementary and Middle School
- Fred Newhart Middle School

Scope:



				<b>.</b>		
School	Building	Fixture ID	EXISTING FIXTURE	Qty	Proposed Fixture	Qty
LAS FLORES			RECESSED CAN LT 8" W/ GLASS			
MIDDLE	<b>BUILDING A</b>	8RC-50	LENS (1) 50W MH	37	27CDLA8/840/277V	37
LAS FLORES	2012211071	0.1000	MEDIUM WALL PACK W/ (1) 150W	0,	RAB WP2LED24	-
MIDDLE	BUILDING A	MWP150MH	MH	3	WALLPACK	3
LAS FLORES MIDDLE	BUILDING A	EBE	EXISTING EXIT SIGN WITH NO EGRESS LIGHTING	2	Lithonia Lighting 2- Light LED White with Green Stencil Exit Sign/Emergency Light Combo	2
LAS FLORES			RECESSED CAN LT 8" W/ GLASS			10
MIDDLE	BUILDING C	8RC-50	LENS (1) 50W MH	18	27CDLA8/840/277V	18
LAS FLORES			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	2
MIDDLE	BUILDING C	MWP150MH	MH	2	WALLPACK	2
LAS FLORES MIDDLE	CAMPUS	PT13-175	13' POST TOP (1) 175W MH	18	D821-LED-60-50- UNV-SM-BZ	18
LAS FLORES			SMALL WALL PACK W/ (2) 13W 2-			20
MIDDLE	PORTABLES	SWP26	PIN CFL'S	20	RAB Entra12	20
LAS FLORES	_		ADJUSTABLE FLOOD LIGHT WITH			2
MIDDLE	PORTABLES	FL-75	KNUCKLE (1) 75W INC	2	FFLED18	
LAS FLORES			MEDIUM WALL PACK W/ (1) 150W	_	RAB WP2LED24	7
MIDDLE	PORTABLES	MWP150MH	MH	7	WALLPACK	
LAS FLORES	RESTROOM	000 50	RECESSED CAN LT 8" W/ GLASS	4		4
	BUILDING	8RC-50	LENS (1) 50W MH	4	27CDLA8/840/277V	
LAS FLORES MIDDLE	RESTROOM BUILDING	MWP150MH	MEDIUM WALL PACK W/ (1) 150W MH	2	RAB WP2LED24 WALLPACK	2
LAS FLORES	BUILDING		4"X 12" LOUVERED STEP LT. (1)	Z	WALLPACK	
MIDDLE	CAMPUS	SL-75	50W HPS	10	17A12G4DIM/8XX	10
LAS FLORES	CAIVIF 05	31-73	SMALL KNUCKLE FLOOD W/ (1)	10	17A1204D1070AA	
MIDDLE	BUILDING J	SKF42	42W CFL	15	FFLED18	15
LAS FLORES	20122.1.01	0	SMALL WALL PACK W/ (1) 75W	10		
MIDDLE	BUILDING J	SWP75	INCADESCENT	18	RAB Entra12	18
LAS FLORES			LARGE "U" BRACKET FLOOD W/ (1)			_
MIDDLE	BUILDING G	LUF400MH	400W MH	5	FFLED80T	5
LAS FLORES			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	7
MIDDLE	BUILDING G	MWP150MH	MH	7	WALLPACK	'
LAS FLORES			RECESSED CAN LT 8" W/ GLASS			8
MIDDLE	BUILDING G	8RC-50	LENS (1) 50W MH	8	27CDLA8/840/277V	0
LAS FLORES			RECESSED CAN LT 8" W/ GLASS			18
MIDDLE	BUILDING E	8RC-50	LENS (1) 50W MH	18	27CDLA8/840/277V	
LAS FLORES	BASKETBALL		HIGH BAY PENDANT 400W MH	24	LITHONIA IBH HIGH BAY 15000 LUMENS	24
	COURT	HBP400	(PLEASE CONFIRM WATTAGE)	24	5000k	
LAS FLORES			RECESSED CAN LT 8" W/ GLASS	Λ	2700 40/040/2724	4
	BUILDING H	8RC-50	LENS (1) 50W MH	4	27CDLA8/840/277V	
LAS FLORES MIDDLE	BUILDING H	MWP150MH	MEDIUM WALL PACK W/ (1) 150W MH	6	RAB WP2LED24 WALLPACK	6
LAS FLORES	BOILDINGTI		RECESSED CAN LT 8" W/ GLASS	0		
ELEMENTARY	BUILDING D	8RC-50	LENS (1) 50W MH	18	27CDLA8/840/277V	18
LAS FLORES	20.12.110.0	0.000	RECESSED CAN LT 8" W/ GLASS			
ELEMENTARY	BUILDING B	8RC-50	LENS (1) 50W MH	18	27CDLA8/840/277V	18
LAS FLORES			RECESSED CAN LT 8" W/ GLASS			10
ELEMENTARY	BUILDING K	8RC-50	LENS (1) 50W MH	10	27CDLA8/840/277V	10



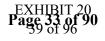
School	Building	Fixture ID	EXISTING FIXTURE	Qty	Proposed Fixture	Qty
LAS FLORES ELEMENTARY	MAINTENANCE	SKF100	SMALL KNUCKLE FLOOD W/ (1) 100W MH	1	FFLED18	1
LAS FLORES			SHOEBOX POLE LT (2) HEAD W/		Visionaire BSX-3-XX- 48LC-7-5K-UNV-KM- -DIM-BZ-WSC-40 (2	9
ELEMENTARY	PARKING LOT	SB2-360LPS	180W LPS	9	heads)	
LAS FLORES ELEMENTARY	PARKING LOT	SB1-180LPS	SHOEBOX POLE LT (1) HEAD W/ 180W LPS	4	Visionaire BSX-3-XX- 48LC-7-5K-UNV-KM- -DIM-BZ-WSC-40	4
				290	0	290

School	Building	Fixture ID	EXISTING FIXTURE	Qty	Proposed Fixture	Qty
DON JUAN AVILA MIDDLE	PARKING LOT	SB1-250MH	SHOEBOX POLE LT (1) HEAD W/ 250W MH	15	Visionaire BSX-3- XX-48LC-7-5K-UNV- KMDIM-BZ-WSC- 40	15
DON JUAN AVILA MIDDLE	PARKING LOT	SB2-500MH	SHOEBOX POLE LT (2) HEAD W/ 250W MH	7	Visionaire BSX-3- XX-48LC-7-5K-UNV- KMDIM-BZ-WSC- 40 (2 heads)	7
DON JUAN AVILA MIDDLE	BUILDING A	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	28	27CDLA8/840/277V	28
DON JUAN AVILA MIDDLE	BUILDING A	MWP150MH	MEDIUM WALL PACK W/ (1) 150W MH	2	RAB WP2LED24 WALLPACK	2
DON JUAN AVILA MIDDLE	CAMPUS	PT13-175	13' POST TOP (1) 175W MH	5	D821-LED-60-50- UNV-SM-BZ	5
DON JUAN AVILA MIDDLE	BUILDING B	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	12	27CDLA8/840/277V	12
DON JUAN AVILA MIDDLE	BUILDING B	MWP150MH	MEDIUM WALL PACK W/ (1) 150W MH	1	RAB WP2LED24 WALLPACK	1
DON JUAN AVILA MIDDLE	BUILDING B	RWP52	ROUND 15" WALL PACK W/ (2) 26W 4-PIN CFL'S	1	D407-LED-20-40- UNV-W-O-BZ	1
DON JUAN AVILA MIDDLE	BUILDING C	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	12	27CDLA8/840/277V	12
DON JUAN AVILA MIDDLE	BUILDING C	RWP52	ROUND 15" WALL PACK W/ (2) 26W 4-PIN CFL'S	2	D407-LED-20-40- UNV-W-O-BZ	2
DON JUAN AVILA MIDDLE	PORTABLES	SWP70	SMALL WALL PACK W/ (1) 70W INCADESCENT	1	RAB WP2LED24 WALLPACK	1
DON JUAN AVILA MIDDLE	PORTABLES	MWP150MH	MEDIUM WALL PACK W/ (1) 150W MH	1	RAB WP2LED24 WALLPACK	1
DON JUAN AVILA MIDDLE	PORTABLES	SWP26	SMALL WALL PACK W/ (2) 13W 2- PIN CFL'S	2	RAB Entra12	2
DON JUAN AVILA MIDDLE	BUILDING 800	SWP26	SMALL WALL PACK W/ (2) 13W 2- PIN CFL'S	16	RAB Entra12	16
DON JUAN AVILA MIDDLE	BUILDING 800	SKF42	SMALL KNUCKLE FLOOD W/ (1) 42W CFL	8	FFLED18	8
DON JUAN AVILA MIDDLE	BUILDING E	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	13	27CDLA8/840/277V	13
DON JUAN AVILA MIDDLE	BUILDING E	RWP52	ROUND 15" WALL PACK W/ (2) 26W 4-PIN CFL'S	3	D407-LED-20-40- UNV-W-O-BZ	3



School	Building	Fixture ID	EXISTING FIXTURE	Qty	Proposed Fixture	Qty
DON JUAN			MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	
AVILA MIDDLE	BUILDING E	MWP100MH	MH	1	WALLPACK	1
DON JUAN			RECESSED CAN LT 8" W/ GLASS			_
AVILA MIDDLE	BUILDING D	8RC-50	LENS (1) 50W MH	8	27CDLA8/840/277V	8
DON JUAN			ROUND 15" WALL PACK W/ (2)		D407-LED-20-40-	
AVILA MIDDLE	BUILDING D	RWP52	26W 4-PIN CFL'S	1	UNV-W-O-BZ	1
DON JUAN			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	-
AVILA MIDDLE	BUILDING D	MWP150MH	MH	2	WALLPACK	2
DON JUAN			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	
AVILA MIDDLE	MAINTENANCE	MWP150MH	MH	1	WALLPACK	1
DON JUAN			SMALL KNUCKLE FLOOD W/ (1)			
AVILA MIDDLE	MAINTENANCE	SKF42	42W CFL	1	FFLED18	1
DON JUAN						
AVILA			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	2
ELEMENTARY	BUILDING G	MWP150MH	МН	2	WALLPACK	_
DON JUAN						
AVILA			RECESSED CAN LT 8" W/ GLASS			12
ELEMENTARY	BUILDING G	8RC-50	LENS (1) 50W MH	12	27CDLA8/840/277V	
DON JUAN	DOILDING G	0110 30		12	2700210704072771	
AVILA			ROUND 15" WALL PACK W/ (2)		D407-LED-20-40-	1
ELEMENTARY	BUILDING G	RWP52	26W 4-PIN CFL'S	1	UNV-W-O-BZ	-
DON JUAN	DOILDING G	1111152	2000 4 1110 CT E S	-		
AVILA			RECESSED CAN LT 8" W/ GLASS			14
ELEMENTARY	BUILDING H	8RC-50	LENS (1) 50W MH	14	27CDLA8/840/277V	14
DON JUAN	DOILDING II	0110 50		14	2700240/2771	
AVILA			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	2
ELEMENTARY	BUILDING H	MWP150MH	MH	2	WALLPACK	2
DON JUAN	DOILDING				WALLETACK	
AVILA			SMALL WALL PACK W/ (2) 13W 2-			4
ELEMENTARY	PORTABLES	SWP26	PIN CFL'S	4	RAB Entra12	-
DON JUAN	TONTABLES	500120	TINCIES			
AVILA			ADJUSTABLE FLOOD LIGHT WITH			4
ELEMENTARY	PORTABLES	FL-75	KNUCKLE (1) 75W INC	4	FFLED18	-
DON JUAN	TORINBLES	1275			TTEEDIG	
AVILA			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	2
ELEMENTARY	PORTABLES	MWP150MH	MH	2	WALLPACK	2
DON JUAN	TONTABLES		IVII I	2		
AVILA			RECESSED CAN LT 8" W/ GLASS			4
ELEMENTARY	KINDERGARTEN	8RC-50	LENS (1) 50W MH	4	27CDLA8/840/277V	-
DON JUAN		0.1.0 50		т Т	2.002.00002770	
AVILA			ROUND 15" WALL PACK W/ (2)		D407-LED-20-40-	2
ELEMENTARY	KINDERGARTEN	RWP52	26W 4-PIN CFL'S	2	UNV-W-O-BZ	
DON JUAN	ANDENGANTEN					
AVILA			RECESSED CAN LT 8" W/ GLASS			13
ELEMENTARY	BUILDING 200	8RC-50	LENS (1) 50W MH	13	27CDLA8/840/277V	1.5
DON JUAN		0110-50		10		
AVILA			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	2
ELEMENTARY	BUILDING 200	MWP150MH	MH	2	WALLPACK	2
				205	0	205

School	Building	Fixture ID	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
LADERA RANCH MIDDLE SCHOOL	PARKING LOT	SB1- 250MH	SHOEBOX POLE LT (1) HEAD W/ 250W MH	9	Visionaire BSX-3- XX-48LC-7-5K-UNV- KMDIM-BZ-WSC- 40	9
LADERA RANCH MIDDLE SCHOOL	PARKING LOT	SB2- 500MH	SHOEBOX POLE LT (2) HEAD W/ 250W MH	4	Visionaire BSX-3- XX-48LC-7-5K-UNV- KMDIM-BZ-WSC- 40 (2 heads)	4
LADERA RANCH MIDDLE SCHOOL	CAMPUS	PT13-175	13' POST TOP (1) 175W MH	32	D821-LED-60-50- UNV-SM-BZ	32
LADERA RANCH MIDDLE SCHOOL	BUILDING 700	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	52	27CDLA8/840/277V	52
LADERA RANCH MIDDLE SCHOOL	BUILDING 700	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	6	FFLED18	6
LADERA RANCH MIDDLE SCHOOL	ADMIN	SKF100	SMALL KNUCKLE FLOOD W/ (1) 100W MH	4	FFLED18	4
LADERA RANCH MIDDLE SCHOOL	ADMIN	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	31	27CDLA8/840/277V	31
LADERA RANCH MIDDLE SCHOOL	ADMIN	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	7	FFLED18	7
LADERA RANCH MIDDLE SCHOOL	ADMIN	SWP70	SMALL WALL PACK W/ (1) 70W INCADESCENT	1	RAB WP2LED24 WALLPACK	1
LADERA RANCH MIDDLE SCHOOL	ADMIN	12C100	12" CANOPY FIXTURE W/ (1) 100W INCADESCENT	3	ALUMEN8 - E-CF 11 L50-LH-AC-U	3
LADERA RANCH MIDDLE SCHOOL	BUILDING 800	12C100	12" CANOPY FIXTURE W/ (1) 100W INCADESCENT	9	ALUMEN8 - E-CF 11 L50-LH-AC-U	9
LADERA RANCH MIDDLE SCHOOL	BUILDING 800	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	2	FFLED18	2
LADERA RANCH MIDDLE SCHOOL	BUILDING 600	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	12	27CDLA8/840/277V	12
LADERA RANCH MIDDLE SCHOOL	BUILDING 600	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	8	FFLED18	8
LADERA RANCH MIDDLE SCHOOL	PORTABLES	SWP70	SMALL WALL PACK W/ (1) 70W INCADESCENT	9	RAB WP2LED24 WALLPACK	9
LADERA RANCH MIDDLE SCHOOL	PORTABLES	MWP100M H	MEDIUM WALL PACK W/ (1) 100W MH	5	RAB WP2LED24 WALLPACK	5
LADERA RANCH MIDDLE SCHOOL	PORTABLES	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	2	FFLED18	2
LADERA RANCH MIDDLE SCHOOL	BUILDING 500	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	2	FFLED18	2
LADERA RANCH MIDDLE SCHOOL	BUILDING 500	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	6	27CDLA8/840/277V	6
LADERA RANCH MIDDLE SCHOOL	MAINTENAN CE	MWP42	MEDIUM WALL PACK W/ (1) 42W SCREW-IN CFL'S	4	RAB WP2LED24 WALLPACK	4
LADERA RANCH MIDDLE SCHOOL	LIONS DEN	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	14	27CDLA8/840/277V	14
LADERA RANCH ELEMENTARY SCHOOL	BUILDING 400	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	20	27CDLA8/840/277V	20
LADERA RANCH ELEMENTARY SCHOOL	BUILDING 400	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	4	FFLED18	4



School	Building	Fixture ID	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
LADERA RANCH ELEMENTARY	BUILDING	800.00	RECESSED CAN LT 8" W/ GLASS	25		25
SCHOOL	300	8RC-50	LENS (1) 50W MH	25	27CDLA8/840/277V	
LADERA RANCH ELEMENTARY SCHOOL	BUILDING 300	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	4	FFLED18	4
LADERA RANCH ELEMENTARY SCHOOL	PORTABLES	SWP75	SMALL WALL PACK W/ (1) 75W INCADESCENT	6	RAB Entra12	6
LADERA RANCH ELEMENTARY SCHOOL	PORTABLES	SWP70	SMALL WALL PACK W/ (1) 70W INCADESCENT	2	RAB WP2LED24 WALLPACK	2
LADERA RANCH ELEMENTARY SCHOOL	BUILDING 200	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	10	27CDLA8/840/277V	10
LADERA RANCH ELEMENTARY SCHOOL	BUILDING 100	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	20	27CDLA8/840/277V	20
LADERA RANCH ELEMENTARY SCHOOL	BUILDING 100	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	4	FFLED18	4
				317	0	317

School	Building	Fixture ID	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
NIGUEL HILLS	PARKING LOT	PT27-400	27' POST TOP (1) 400W MH	14	D821-LED-120-50- UNV-SM-BZ	14
NIGUEL HILLS	PARKING	P127-400	27 POST TOP (1) 400W WIH	14	D821-LED-60-50-	
NIGUEL HILLS	LOT	PT13-175	13' POST TOP (1) 175W MH	7	UNV-SM-BZ	7
	BUILDING		12" CANOPY FIXTURE W/ (1)		ALUMEN8 - E-CF 11	28
NIGUEL HILLS	100	12C100	100W INCADESCENT	28	L50-LH-AC-U	20
	BUILDING		MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	10
NIGUEL HILLS	100	MWP100MH	MH	10	WALLPACK	10
	BUILDING		RECESSED CAN LT 12" W/ GLASS			6
NIGUEL HILLS	100	12RC-100	LENS (1) 75W INC	6	LED10A19DOD41K	0
			MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	4
NIGUEL HILLS	PORTABLES	MWP100MH	MH	4	WALLPACK	4
			SMALL WALL PACK W/ (1) 75W			12
NIGUEL HILLS	PORTABLES	SWP75	INCADESCENT	12	RAB Entra12	12
			ADJUSTABLE FLOOD LIGHT WITH			7
NIGUEL HILLS	PORTABLES	FL-75	KNUCKLE (1) 75W INC	7	FFLED18	'
			SMALL KNUCKLE FLOOD W/ (1)			1
NIGUEL HILLS	PORTABLES	SKF100	100W MH	1	FFLED18	T
	BASKETBALL		LARGE SLIP FITTER FLOOD W/ (1)			6
NIGUEL HILLS	COURT	LSFF250MH	250W MH	6	FFLED80SF	0
	BUILDING		MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	25
NIGUEL HILLS	200	MWP100MH	MH	25	WALLPACK	25
	BUILDING		1X4 STRIP FIXTURE WITH SHROUD			3
NIGUEL HILLS	200	14FS-64	(2) 32W T8	3	LS4-40L-50K-10V	J



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				152	0	152		
		1			1			
School	Building Fixture ID EXISTING FIXTURE TYPE		Building Fixture ID EXISTING FIXTURE TYPE		Building Fixture ID EXISTING FIXTURE TYPE Qty		Proposed Fixture	Qty
MARCO FOSTER	PARKING				D821-LED-60-50-	6		
MIDDLE SCHOOL	LOT	PT13-175	13' POST TOP (1) 175W MH	6	UNV-SM-BZ			
MARCO FOSTER					D821-LED-60-50-	13		
MIDDLE SCHOOL	CAMPUS	PT13-175	13' POST TOP (1) 175W MH	13	UNV-SM-BZ			
MARCO FOSTER			MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	10		
MIDDLE SCHOOL	ADMIN	MWP100MH	MH	10	WALLPACK			
MARCO FOSTER		12012	12" CANOPY FIXTURE W/ (1) 42W	2	ALUMEN8 - E-CF 11	3		
MIDDLE SCHOOL	ADMIN	12C42	SCREW-IN CFL	3	L50-LH-AC-U			
MARCO FOSTER	BUILDING		MEDIUM WALL PACK W/ (1) 100W	_	RAB WP2LED24	7		
MIDDLE SCHOOL	200	MWP100MH		7	WALLPACK			
MARCO FOSTER	BUILDING	12012	12" CANOPY FIXTURE W/ (1) 42W	2	ALUMEN8 - E-CF 11	2		
MIDDLE SCHOOL	200	12C42	SCREW-IN CFL	2	L50-LH-AC-U			
MARCO FOSTER	BUILDING		MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	20		
MIDDLE SCHOOL	300	MWP100MH	MH	20	WALLPACK	-		
MARCO FOSTER	BUILDING		12" CANOPY FIXTURE W/ (1) 42W	-	ALUMEN8 - E-CF 11	3		
MIDDLE SCHOOL	300	12C42	SCREW-IN CFL	3	L50-LH-AC-U	-		
MARCO FOSTER	BUILDING		MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	7		
MIDDLE SCHOOL	400	MWP100MH	MH	7	WALLPACK	-		
MARCO FOSTER			ADJUSTABLE FLOOD LIGHT WITH			4		
MIDDLE SCHOOL	PORTABLES	FL-75	KNUCKLE (1) 75W INC	4	FFLED18	J		
MARCO FOSTER			SMALL WALL PACK W/ (2) 13W 2-			30		
MIDDLE SCHOOL	PORTABLES	SWP26	PIN CFL'S	30	RAB Entra12	<b></b>		
MARCO FOSTER			MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	5		
MIDDLE SCHOOL	PORTABLES	MWP100MH	MH	5	WALLPACK			
MARCO FOSTER			MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	21		
MIDDLE SCHOOL	MPR	MWP100MH	MH	21	WALLPACK			
MARCO FOSTER			12" CANOPY FIXTURE W/ (1) 42W	~	ALUMEN8 - E-CF 11	3		
MIDDLE SCHOOL	MPR	12C42	SCREW-IN CFL	3	L50-LH-AC-U	-		
DEL OBISPO								
ELEMENTARY	CANADUS	DT 40	POST TOP W/ LED 42W SCREW-IN	40	D821-LED-60-50-	10		
SCHOOL	CAMPUS	PT42	LAMP	10	UNV-SM-BZ			
DEL OBISPO						47		
ELEMENTARY		12000	12" CANOPY FIXTURE W/ (3) 23W	17	ALUMEN8 - E-CF 11	17		
SCHOOL	BUILDING C	12C69	SCREW IN CFL'S	17	L50-LH-AC-U			
DEL OBISPO						~		
		12060	12" CANOPY FIXTURE W/ (3) 23W	6	ALUMEN8 - E-CF 11	6		
SCHOOL	BUILDING B	12C69	SCREW IN CFL'S	O	L50-LH-AC-U			
DEL OBISPO			12" CANODY EIVTUDE \4//2) 22\4/			15		
ELEMENTARY SCHOOL		12C69	12" CANOPY FIXTURE W/ (3) 23W SCREW IN CFL'S	15	ALUMEN8 - E-CF 11 L50-LH-AC-U	72		
DEL OBISPO	BUILDING K	12009	SURE VV IIN UPL S	12	LOU-LIT-AU-U			
						7		
ELEMENTARY SCHOOL	BUILDING	12C69	12" CANOPY FIXTURE W/ (3) 23W SCREW IN CFL'S	7	ALUMEN8 - E-CF 11 L50-LH-AC-U	,		
JUIUOL	A	12009	JUNE VV IIV UFE 3	/	LJU-LI1-AC-U			
				189	0	189		

School	Building	Fixture ID	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
	BATHROOM		12" CANOPY FIXTURE W/ (1)		ALUMEN8 - E-CF 11	4
NIGUEL HILLS	BUILDING	12C100	100W INCADESCENT	4	L50-LH-AC-U	4
			12" CANOPY FIXTURE W/ (1)		ALUMEN8 - E-CF 11	25
NIGUEL HILLS	CANOPY	12C100	100W INCADESCENT	25	L50-LH-AC-U	25
				152	0	152

School	Building	Fixture ID	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
Bernice Ayer					D821-LED-60-50-	4
Middle School	CAMPUS	PT13-175	13' POST TOP (1) 175W MH	4	UNV-SM-BZ	•
Bernice Ayer	BUILDING		12" CANOPY FIXTURE W/ (1) 50W		ALUMEN8 - E-CF 11	20
Middle School	100	12C50	MH	20	L50-LH-AC-U	
Bernice Ayer	BUILDING		MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	10
Middle School	100	MWP100MH	MH	10	WALLPACK	_
Bernice Ayer			MEDIUM WALL PACK W/ (1) 100W	_	RAB WP2LED24	7
Middle School	BUILDING B	MWP100MH	MH	7	WALLPACK	
Bernice Ayer		12050	12" CANOPY FIXTURE W/ (1) 50W		ALUMEN8 - E-CF 11	4
Middle School	BUILDING B	12C50	MH	4	L50-LH-AC-U	
Bernice Ayer	DODTADUEC	C14/D7F	SMALL WALL PACK W/ (1) 75W	22		33
Middle School	PORTABLES	SWP75		33	RAB Entra12	
Bernice Ayer Middle School	DODTADLES		MEDIUM WALL PACK W/ (1) 100W	1	RAB WP2LED24	1
	PORTABLES	MWP100MH	MH ADJUSTABLE FLOOD LIGHT WITH	T	WALLPACK	
Bernice Ayer Middle School	PORTABLES	FL-75		2	FFLED18	2
	PURIABLES	FL-75	KNUCKLE (1) 75W INC 12" CANOPY FIXTURE W/ (1) 50W	2	ALUMEN8 - E-CF 11	
Bernice Ayer Middle School	BUILDING C	12C50	MH	4	L50-LH-AC-U	4
Bernice Ayer	BUILDING C	12030	MEDIUM WALL PACK W/ (1) 100W	4	RAB WP2LED24	
Middle School	BUILDING C	MWP100MH	MH	6	WALLPACK	6
Bernice Ayer	BUILDING		MEDIUM WALL PACK W/ (1) 100W	0	RAB WP2LED24	
Middle School	D	MWP100MH	MH	5	WALLPACK	5
Wildule School			IVII I	5	Visionaire BSX-3-	
Bernice Ayer	PARKING		SHOEBOX POLE LT (1) HEAD W/	10	XX-48LC-7-5K-UNV- KMDIM-BZ-WSC-	10
Middle School Bernice Ayer Middle School	LOT PARKING LOT	SB1-250MH SB2-500MH	250W MH SHOEBOX POLE LT (2) HEAD W/ 250W MH	10	40 Visionaire BSX-3- XX-48LC-7-5K-UNV- KMDIM-BZ-WSC- 40 (2 heads)	8
TRUMAN BENEDICT ELEMENTARY SCHOOL	CAMPUS	PT13-175	13' POST TOP (1) 175W MH	10	D821-LED-60-50- UNV-SM-BZ	10
TRUMAN BENEDICT ELEMENTARY SCHOOL	ADMIN	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	10	27CDLA8/840/277V	10
TRUMAN BENEDICT ELEMENTARY SCHOOL	ADMIN	MWP100MH	MEDIUM WALL PACK W/ (1) 100W MH	2	RAB WP2LED24 WALLPACK	2
TRUMAN BENEDICT ELEMENTARY SCHOOL	BUILDING K	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	4	27CDLA8/840/277V	4
TRUMAN BENEDICT ELEMENTARY SCHOOL	BUILDING C	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	12	27CDLA8/840/277V	12



School	Building	Fixture ID	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
TRUMAN BENEDICT ELEMENTARY SCHOOL	BUILDING C	MWP100MH	MEDIUM WALL PACK W/ (1) 100W MH	1	RAB WP2LED24 WALLPACK	1
TRUMAN BENEDICT ELEMENTARY SCHOOL	PORTABLES	MWP100MH	MEDIUM WALL PACK W/ (1) 100W MH	7	RAB WP2LED24 WALLPACK	7
TRUMAN BENEDICT ELEMENTARY SCHOOL	PORTABLES	FL-75	ADJUSTABLE FLOOD LIGHT WITH KNUCKLE (1) 75W INC	4	FFLED18	4
TRUMAN BENEDICT ELEMENTARY SCHOOL	PORTABLES	SWP75	SMALL WALL PACK W/ (1) 75W INCADESCENT	3	RAB Entra12	3
TRUMAN BENEDICT ELEMENTARY SCHOOL	BUILDING	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	12	27CDLA8/840/277V	12
TRUMAN BENEDICT ELEMENTARY SCHOOL	BUILDING E	8RC-50	RECESSED CAN LT 8" W/ GLASS LENS (1) 50W MH	8	27CDLA8/840/277V	8
				187	0	187

School	Building	Fixture ID	EXISTING FIXTURE TYPE	Qty	Proposed Fixture	Qty
	PARKING				D821-LED-60-50-	6
FRED NEWHART	LOT	PT13-175	13' POST TOP (1) 175W MH	6	UNV-SM-BZ	0
			12" CANOPY FIXTURE W/ (1) 100W		ALUMEN8 - E-CF	30
FRED NEWHART	ADMIN	12C100	INCADESCENT	30	11 L50-LH-AC-U	50
			MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	11
FRED NEWHART	ADMIN	MWP100MH	MH	11	WALLPACK	11
			MEDIUM WALL PACK W/ (1) 100W		RAB WP2LED24	11
FRED NEWHART	HART BUILDING B MWP100		MH	11	WALLPACK	11
			12" CANOPY FIXTURE W/ (1) 100W		ALUMEN8 - E-CF	13
FRED NEWHART	BUILDING B	12C100	INCADESCENT	13	11 L50-LH-AC-U	15
			SMALL WALL PACK W/ (1) 75W			17
FRED NEWHART	PORTABLES	SWP75	INCADESCENT	17	RAB Entra12	17
			ADJUSTABLE FLOOD LIGHT WITH			4
FRED NEWHART	PORTABLES	FL-75	KNUCKLE (1) 75W INC	4	FFLED18	4
			SMALL WALL PACK W/ (1) 70W		RAB WP2LED24	4
FRED NEWHART	PORTABLES	SWP70	INCADESCENT	4	WALLPACK	4
	BATHROOM		MEDIUM WALL PACK W/ (1) 100W RAB		RAB WP2LED24	5
FRED NEWHART	BUILDING	MWP100MH	MH	5	WALLPACK	5
	BATHROOM		12" CANOPY FIXTURE W/ (1) 100W		ALUMEN8 - E-CF	2
FRED NEWHART	BUILDING	12C100	INCADESCENT	2	11 L50-LH-AC-U	2



School	Building	Fixture ID	EXISTING FIXTURE TYPE		Proposed Fixture	Qty	
			4"X 12" LOUVERED STEP LT. (1)			10	
FRED NEWHART	STAIRWAY	SL-75	50W HPS	10	17A12G4DIM/8XX	10	
			MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24	5	
FRED NEWHART	PORTABLES	MWP150MH	MH	5	WALLPACK	J	
			SMALL KNUCKLE FLOOD W/ (1)			1	
FRED NEWHART	PORTABLES	SKF100	100 100W MH 1 FFLEE		FFLED18	1	
	LOCKER		RECESSED CAN LT 6" W/ GLASS		HN-V-G24D-26W-	8	
FRED NEWHART	ROOM	6RC-32	LENS (1) 32W CFL	8	5000-G3	0	
	LOCKER		EXTERIOR A-BASE W/ (2) 100W			1	
FRED NEWHART	ROOM	EAB100	SCREW-IN INCADESCENT LAMPS	1	FFLED18 (2 heads)	T	
	BUILDING		RECESSED CAN LT 6" W/ GLASS			26	
FRED NEWHART	200	6RC-43	LENS (1) 43W CFL	26	LED10A19DOD41K	20	
	BUILDING		SMALL WALL PACK W/ (1) 42W 4-			9	
FRED NEWHART	200	SWP42	PIN CFL 9 RA		RAB Entra12	9	
	BUILDING		EXTERIOR A-BASE W/ (1) 120W			8	
FRED NEWHART	200	EAB120	SCREW-IN INCADESCENT LAMPS	8	FFLED18	ð	
	BUILDING		SMALL WALL PACK W/ (1) 70W		RAB WP2LED24	5	
FRED NEWHART	300	SWP70	INCADESCENT	5	WALLPACK	Э	
	BUILDING		12" CANOPY FIXTURE W/ (1) 100W		ALUMEN8 - E-CF	1	
FRED NEWHART	300	12C100	INCADESCENT	1	11 L50-LH-AC-U	T	
	BUILDING		SMALL KNUCKLE FLOOD W/ (1)			4	
FRED NEWHART	300	SKF100	100W MH 4 FFLE		FFLED18	4	
	BUILDING		SMALL WALL PACK W/ (2) 13W 2-			15	
FRED NEWHART	300	SWP26	PIN CFL'S 15 RAB E		RAB Entra12	15	
	BUILDING		MEDIUM WALL PACK W/ (1) 150W		RAB WP2LED24		
FRED NEWHART	300	MWP150MH	MH	1	WALLPACK	1	
				197	0	197	

# Attachment B



Bredecessors 23/5/1/1/20/00/07/3/5/1/1/1/1/22/2/2/2/1/1/2/2/2/4/1/1/2/2/4/1/1/2/2/4/1/1/2/2/5/1/1/2/2/5/1/1/2/2/3/5/1/1/2/3/5/1/1/2/3/5/1/1/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2								Installation	7/25 Testing and acceptance
Novemb Decemb January Februal March   April   1 (41/1/1/12/22/27/17/12/22/4/1/1/23/4/1/1/22/27/4/12/2		_		Z Sumittal approval process		12/6 Order Material	1/3 🖌 Mobilization	1/10	
Septemt October //29/2/1/1/20/0///7/2//				11/1					
<ul> <li>Finish</li> <li>Predece</li> </ul>	Tue 9/4/18	Mon	11/6/17	Tue 11/7/17 Tue 12/5/17 2		Tue 1/2/18 3	Wed 1/3/18 Tue 1/9/18 4	Wed 1/10/18 Tue 7/24/18 5	Wed 7/25/18 Tue 9/4/18 6
	Mon 11/6/17 Tue 9/4/18	Mon 11/6/17 Mon		Tue 11/7/17		Wed 12/6/17 Tue 1/2/18	Wed 1/3/18	Wed 1/10/18	Wed 7/25/18
Duration     Start	217 days	1 day		21 days		20 days	5 days	140 days	e 30 days
Task Name	Capistrano PH3	Construction Contract 1 day	issued/NTP issued	Sumittal approval	process	Order Material	Mobilization	Installation	Testing and acceptance 30 days

# Attachment C



# ATTACHMENT C TO AGREEMENT

# **GENERAL CONDITIONS**

# ARTICLE 1. DEFINITIONS.

For purposes of the Energy Services Contract, and its Attachments, the defined terms herein shall have the meaning set forth as follows:

1. <u>Additional Services</u>: "Additional Services" shall mean any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for Schneider to perform at the Effective Date of the Agreement.

2. <u>Agreement</u>: "Agreement" shall mean the Energy Services Contract and all Attachments attached thereto which are incorporated therein, as it may be amended or modified from time to time in accordance with the provisions thereof.

3. <u>Applicable Laws</u>: "Applicable Laws" shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.

4. <u>Applicable Permits</u>: "Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.

5. <u>Beneficial Use</u>: "Beneficial Use" shall mean when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are being used for their intended purposes. A Certificate of Beneficial Use, which identifies when District took Beneficial Use of the Work, shall be prepared and issued by Schneider to the District and Subcontractor. Beneficial Use of equipment/systems criteria shall be established as defined in Attachment A, "Scope of Work" attached hereto.

6. <u>Change</u>: "Change" shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the Scope of Work that is specified by the Agreement. An unforeseen condition experienced by Schneider during the course of the Work is included within the definition of "Change".

7. <u>Change Order</u>: "Change Order" shall mean a written document signed by both Schneider and the District that authorizes Schneider to perform a change and/or modification to the Scope of Work. The Change Order shall modify the Scope of Work and shall identify: (1) the change and/or modification to the Scope of Work; (2) any additional compensation to be paid to Schneider to perform such change and/or modification; and (3) any extensions of Time to the Project Schedule to perform such change and/or modification.



8. <u>Claims</u>: "Claims" shall mean any and all actions, claims, losses, damages, expenses, or liabilities of either Party arising from or as a result of these General Conditions, the Agreement, any addenda to the Agreement, and/or Change Orders.

9. <u>Construction</u>: "Construction" shall mean any Work to be performed that involves any and all construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

10. <u>Construction Documents</u>: "Construction Documents" shall mean the final designs, drawings, and specifications that are used for construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to the Agreement and its Attachments.

11. <u>Contract Amount</u>: "Contract Amount" shall mean the Contract Amount set forth in Section 1.7 of the Agreement, which includes the compensation which shall be paid by the District to Schneider for performing the Work in accordance with the Scope of Work, attached hereto as Attachment A.

12. <u>Contract Term</u>: The "Contract Term" shall commence on the Effective Date of the Agreement and cease at Final Completion as noted in Attachment B subject to adjustments of this Contract Time as specified in Attachment C, unless terminated earlier.

13. <u>Contract Documents</u>: "Contract Documents" shall mean the Energy Services Contract, its Attachments, Construction Documents, Change Orders, and any amendments thereto.

14. <u>Contract Time</u>. "Contract Time" shall mean the time period within which Schneider shall complete the Work in accordance with the Project Schedule.

15. <u>Effective Date</u>: "Effective Date" shall mean the date stated in the first paragraph of the Agreement.

16. <u>Excusable Delay/Compensable Delay</u>: "Excusable Delay" is a delay to a critical path item that neither party, or those under their control, have caused and/or contributed to. The Parties sole remedy for an Excusable Delay is a time extension only, no compensation. "Compensable Delay" is a delay to a critical path item that has been caused and/or contributed to by one of the Party's, and/or those under their control, that causes the other Party to sustain damage and/or loss.

17. <u>Facilities</u>: "Facilities" shall mean the List of Facilities described in Attachment A of the Agreement in which Work will be performed by Schneider.

18. <u>Final Completion</u>: "Final Completion" shall mean when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, submittal of all required documentation to the Division of the State Architect ("DSA"), and delivery to the District of the final close-out documentation (as-built drawings, O&M Manuals, and warranty documentation). Administrative close-out of the Project by DSA is not a



condition of Final Completion. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. A Certificate of Final Completion will be executed at the Final Completion of the entire Work.

19. **Force Majeure**: "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome, including acts of God and the public enemy: relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local Utility; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, strikes, labor or material shortages, delay in manufacturing and deliveries of equipment: sabotage; restraint by court order or public authority (whether valid or invalid), and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party asserting the Force Majeure. The remedy for Force Majeure events is a time only extension and/or termination for convenience.

20. <u>Hazardous Substances</u>: "Hazardous Substances" shall mean any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (i) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 United States Code ("U.S.C."), Section 6901 et seq.), as amended, and regulations promulgated thereunder; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in U.S.C. Section 9601 et seq.), as amended, and regulations promulgated thereunder; and (iii) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

21. <u>Installation</u>: "Installation" shall mean the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

22. <u>Losses</u>: "Losses" shall mean claims, actions, damages, losses, liabilities, costs, and/or expenses including reasonable attorney's fees.

23. <u>Material Changed Condition</u>: "Material Changed Condition" shall mean one or more of the following conditions that impact the Project Schedule and/or the Contract Amount: (i) parties outside the control of Schneider caused delays in Project Schedule; (ii) the discovery of differing and unexpected site conditions not previously disclosed by District and could not have been readily discoverable by Schneider prior to start of Work; (iii) the discovery of Hazardous Substances not previously disclosed; (iv) adverse weather conditions not reasonably anticipated; (v) delay in equipment and material deliveries outside Schneider's control; and (vi) any other condition that could not have been reasonably anticipated by the Parties and is outside Schneider's control.

24. <u>**Party or Parties**</u>: "Party" or "Parties" shall mean Schneider, District, each or both of them, as the context may require pursuant to the terms and conditions of the Agreement.

25. **<u>Project</u>**: "Project" shall mean the entirety of Work to be performed by Schneider pursuant to



the terms and conditions of the Scope of Work, and any Change Orders, as well as all efforts of District, and other entities, all as an integrated whole.

26. **Project Location**: "Project Location" shall mean that area or areas at each of the Facilities where the Project materials and equipment and any other energy related equipment as described in the Scope of Work shall be performed and/or installed.

27. <u>Scope of Work</u>: "Scope of Work" shall mean the Work to be performed hereunder by Schneider, and/or Schneider's subcontractors, pursuant to the Scope of Work (as amended by Change Orders), attached hereto as Attachment A, and in accordance with the terms and conditions of the Agreement and its Attachments, as amended.

28. <u>Skilled and Trained Workforce</u>: "Skilled and Trained Workforce" shall mean a workforce that meets all of the conditions specified in Education Code section 17407.5(b)(3), including without limitation the requirements that: (i) all the workers on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (the "Chief"), and (ii) as of January 1, 2016 and each January 1<sup>st</sup> thereafter until 2019, the percent of the skilled journeypersons employed at every tier shall increase 10 percent each January 1 commencing with 30 percent as of January 1, 2016 and 60 percent as of January 1, 2019, that are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief Pursuant to Labor Code section 3075 or located outside California and approved by federal purposes to the apprenticeship regulations adopted by the federal Secretary of Labor.

29. <u>Substantial Completion</u>: "Substantial Completion" shall mean the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete in accordance with the Contract Documents so that the District can utilize and take beneficial use of the Work for its intended use or purpose. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

30. <u>Work</u>: "Work" shall mean the design, procurement, installation and/or construction required for the Project and includes all labor necessary to produce such services, all materials, fabrication, assemblies, and equipment incorporated or to be incorporated in such construction necessary to achieve Final Completion of the Project, including such materials and equipment which may be consumed or used but not actually incorporated in such construction. The Work may include design, supplying, installing, constructing, maintaining, operating, and warranting certain materials and equipment, and providing any other energy-related services specified in the Scope of Work.

# ARTICLE 2. PROJECT IMPLEMENTATION – GENERAL.

1. **Project Meetings/Status Updates.** During the Design and Construction Phases of the Project, Schneider will meet with the District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project. Also during the course of the Work, Schneider will periodically provide reports to the District of the general status and progress of the Work.

2. **Project Location Access.** District hereby grants to Schneider, without cost to Schneider, all rights of ingress and egress at the Facilities identified in the Scope of Work, necessary for Schneider



to perform all Work and provide all services contemplated by the Agreement and the Scope of Work. Schneider shall provide 24 hour advanced notice to the District for access to any District Facilities.

3. **Project Schedule.** The Project Schedule attached hereto as Attachment B, "Project Schedule", is a preliminary, estimated Project Schedule. During the course of Project implementation, both the District and Schneider shall perform their respective obligations in an expeditious manner that is consistent with reasonable skill and care for the type of project described in the Scope of Work and in keeping with the orderly progress of the Work pursuant to the terms of the Scope of Work. The estimated Project Schedule will be finalized during the completion of the Construction Documents, provided that such Final Schedule will be subject to amendment and revision to take into account any Excusable Delays (as defined herein). Subject to any such Excusable Delays, Schneider and its subcontractors shall work diligently to implement the Project in accordance with the Project Schedule and Schneider shall notify District regarding any and all revisions to the Project Schedule necessitated by such delay.

# ARTICLE 3. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT.

# 1. <u>General Provisions</u>.

(a) As soon as possible after the Effective Date of the Agreement, Schneider will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work identified in Attachment A.

(b) Upon the issuance of the Notice to Proceed and upon completion of the design phase, Schneider shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.

(c) District shall designate a single-point representative with whom Schneider shall consult on a reasonable, regular basis and who is authorized to act on District's behalf with respect to the Project design. District's representative shall render decisions in a timely manner with regard to any documents submitted by Schneider and to other requests made by Schneider in order to avoid unreasonable delay in the orderly and sequential progress of Schneider's design services.

- (d) Within ten (10) business days of Schneider's request, District shall:
  - 1) furnish all surveys or other information in District's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
  - 2) disclose any prior environmental review documentation and all known information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location where the Work will be performed pursuant to the Scope of Work;
  - 3) supply Schneider with all relevant information in District's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to



the Scope of Work; and

4) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location site essential to the execution of the Work.

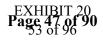
(e) All information furnished pursuant to this section shall be supplied at District's expense. District makes no representation or warranty regarding the accuracy or completeness of any such information. It shall be the responsibility of Schneider to independently verify the accuracy and completeness of any such information which may be provided by District.

(f) In the event that any information is disclosed under this section that constitutes a Change to the Work and/or is a Material Changed Condition, Schneider will provide notice to District within ten (10) business days after receipt of this information, and the Parties will meet and confer with respect to those Changes. If District authorizes a Change Order, Schneider shall be compensated, and receive an extension of Time for performance, if necessary, to perform the additional Work in accordance with the General Conditions. If the parties are unable to agree on whether District's disclosed information constitutes a Change to the Work or a Material Changed Condition, those disputes shall be resolved in accordance with Section 11 of the Agreement.

(g) Schneider contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a Pre-Existing Condition by the District prior to the execution of the Agreement. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of the Agreement shall constitute a valid basis for a Change Order pursuant to these General Conditions.

2. <u>Review of Construction Documents</u>. Schneider will prepare and submit all designs, drawings, and specifications to the District for review. District shall review the documents and provide any comments in writing to Schneider within ten (10) business days after receipt of documents. Schneider will incorporate appropriate District comments into the final designs, drawings, and specifications, as applicable. The terms and conditions of any permit approvals required for the Project will be provided. Schneider reserves the right to issue the designs, drawings, and specifications in phases to allow the construction to be performed in phases. If District fails to provide written comments within the ten (10) business day period, District shall be deemed to have no comments regarding the documents.

3. <u>Permits and Approvals</u>. The respective obligations of the Parties in obtaining permits and approvals are as specified in Section 4 of the Agreement. District shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. Schneider shall, within ten (10) days of the beginning of any Excusable Delay, notify the District in writing of the cause of delay. District will ascertain the facts and the extent of the delay, and grant an extension of time for completing the Work when, in its sole judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Work at the Facility or Facilities affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Schneider for extensions of time shall be an extension of the



performance time at no cost to District. If a Change is required as a result of an Excusable Delay, any such adjustment to the Contract Amount shall be made consistent with Article 4, Section 4 of these General Conditions.

Changes During Final Design Phase. If during the design phase District requests changes 4. and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, District shall be responsible for payment of the extra costs caused by such modifications and/or changes. Valid bases for additional compensation and/or Time extension include, but are not limited to: (i) District requested changes and/or modifications to the Project Scope of Work during the Project Design Phase; (ii) District caused delays during Schneider's design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Effective Date of the Agreement; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain certain permits; (vi) damage to any equipment or other Work installed by Schneider caused by the act or omission of District, its agents or employees; (vii) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (viii) any other condition that would not reasonably have been anticipated by Schneider that modifies and/or changes the Scope of Work that increases the agreed upon Contract Amount or increases in the Time needed to complete the Work identified in the Scope of Work.

# ARTICLE 4. CONSTRUCTION PHASE.

1. <u>General Provisions</u>. Upon securing necessary permits, pursuant to Section 4 of the Agreement and completion of Final Construction Documents by District, Schneider will commence the construction of the Project in accordance with the Final Construction Documents. The construction will be performed by Schneider and/or one or more licensed subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.

# 2. <u>Schneider's Responsibilities During Construction Phase</u>.

(a) As an independent contractor to District, Schneider will be responsible for providing, or causing to be provided by Schneider's subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. Schneider is hereby required to purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the Project Schedule. Schneider will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the final Construction Documents.

(b) Schneider has been advised and is aware that District has adopted Board Policy 3513.3 which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Schneider shall be responsible for the enforcement of District's tobacco-free policy among all Schneider's employees and subcontractors while on District property. Schneider understands and agrees that should any employee or subcontractor of Schneider violate Board Policy 3513.3, after having already been warned once for violating District's tobacco-free policy,



Schneider shall remove the individual for the duration of the Project. Schneider shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.

(c) Schneider covenants and agrees that a "Skilled and Trained Workforce" will be used to perform the Project which are either skilled journeypersons or apprentices registered in an apprenticeship program. On a monthly basis while the Project is being performed, Schneider shall provide a report to the District demonstrating that Schneider and its subcontractors at every tier are complying with the requirements of Education Code section 17407.5. If Schneider fails to provide District the monthly report, District shall immediately cease making payments to Schneider pursuant to the Energy Services Contract. The monthly report provided to the District pursuant to this paragraph (c) shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.

(d) Schneider shall take all steps necessary to ensure that employees of Schneider or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Schneider shall prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Schneider shall also prevent its employees or subcontractors' employees from bringing any animal onto the Project.

(e) Schneider shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by District. All Work shall be solely at Schneider's risk with the exception of damage to the Work in excess of five (5) percent of the Contract Amount caused by "acts of God" as defined in Public Contract Code section 7105(b)(2).

Schneider shall take, and require subcontractors to take, all necessary precautions for (f) safety of Workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Prior to the start of the Work, Schneider shall submit to District a copy of Schneider's Project Health, Safety & Environmental Plan. Such plan shall include, at minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of Schneider's Health, Safety & Environmental Plan shall be maintained at each Project site at all times. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Schneider shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of Workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.



Schneider shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of Workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of Workers. Name and position of person so designated shall be reported to District by Schneider. Schneider shall correct any violations of safety laws, rules, orders, standards or regulations occurring or threatened by conditions at each Project site. Upon the issuance of a citation or notice of violation by any government authority, including, without limitation, the Division of Occupational Safety and Health, such violation shall be corrected promptly at Schneider's own expense.

(g) In an emergency affecting safety of life or of Work or of adjoining property, Schneider, without special instruction or authorization from District is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Schneider shall so act if so authorized or instructed by District. Any compensation claimed by Schneider on account of emergency Work shall be determined by agreement between District and Schneider.

(h) Schneider shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

(i) Schneider shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and Schneider shall repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Schneider.

(j) In the event Schneider is required to access District's computer system or network in the performance of the Agreement, Schneider shall provide 48-hours advance notification to District. In the event such access infects District's computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, Schneider agrees to indemnify District and pay for any and all losses, damages and expenses incurred by District to remedy any such infection.

- (k) Schneider shall (unless waived by District in writing):
  - 1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing Work which may interfere with the school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
  - 2) Not allow any person, other than Workers on the Project, or individuals authorized by District to come upon any portion of the premises where Work is being performed. Schneider shall require all Workers on the Project to be



conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.

- 3) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 4) Deliver materials to building area over route designated by District.
- 5) Take preventive measures to eliminate objectionable dust.
- 6) Confine apparatus, the storage of materials, and the operations of Workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking the presence of liquor, and the presence of firearms and require that all Workers comply with all regulations while on construction site.
- 7) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
- 8) Not allow personal radios used for entertainment on the Project site of any operating school during regular school hours.
- 9) Where the Project involves Work at an operating school, inform and take such preventive measures necessary to ensure that all employees, subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.

(1) If any portion of the Work for the Project is to be performed at an operating school, Schneider shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Schneider shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. In no event shall any employees of Schneider or its subcontractors come into contact with District's pupils before the certification is completed. Schneider's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Schneider.

(m) Should Schneider encounter any material defined as being hazardous by Section 25249.5 et seq., of the California Health and Safety Code, also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65, on the Project site which has not been rendered harmless, Schneider shall immediately stop work in the affected area and notify District of the condition in writing. Work in the affected area shall not be resumed except by written agreement of



District and Schneider if the Hazardous Material has not been rendered harmless. The Work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless.

(n) Schneider shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to any Project site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Schneider. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Schneider shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by Schneider at no cost to District.

(o) Schneider shall require that subcontractors participate in, and enforce, the safety and loss prevention programs established by Schneider for the Project, which will cover all Work performed by Schneider and its subcontractors. Each subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various subcontractors employed to ensure that all employees understand and comply with the programs. All subcontractors and material or equipment suppliers shall cooperate fully with Schneider, District, and all insurance carriers. Subcontractors shall immediately, within two (2) Days, report in writing to Schneider all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off a Project site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) Days by telephone or messenger. Schneider shall thereafter immediately, within two (2) Days, report the facts in writing to District giving full details of the accident.

(p) Schneider and subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of each Project site on the Facilities designated by District, park only in those areas designated by District, which areas may be on or off the Project site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.

(q) Schneider shall be responsible for providing security services for each Project site as needed for the protection of the site and as determined in District's sole discretion. Schneider shall be responsible for the security of each Project site and all of the Work provided under the terms of the Contract Documents, as well as the work of the separate contractors or District's own forces that occurs on the Project site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage shall be repaired immediately. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made



inoperable whenever left unattended.

(r) Schneider shall not allow any person, other than the Workers on the Project, authorized representatives of a union pursuant to a project labor agreement, or other individuals authorized by District to come upon any portion of the Project site where the Work is being performed. Only authorized personnel will be permitted on the Project site. Schneider shall submit to District the names of all personnel either directly employed by Schneider or in the employ of any of the subcontractors who will be present at each Project site. All construction personnel will be required to register with District and wear badges. Personnel not displaying badge identification will be removed from the Project site until properly registered and wearing badge. All badges shall be maintained and controlled by Schneider and shall be returned to District upon Final Completion of the Work. If additional or special personnel shall be needed for the efficient completion of the Work, then Schneider shall submit a list of names of all such additional personnel prior to their appearance on the Project site.

(s) Schneider will make all reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to District's operations at the Project Location. Schneider will provide at least ten (10) days written notice to District of any planned power outages that will be necessary for the construction. Schneider will cooperate with District in scheduling such outages, and District agrees to provide its reasonable approval of any scheduled outage.

(t) Schneider will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, the Agreement (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals, and other pertinent construction-related documents.

(u) <u>Systems Startup and Equipment Commissioning</u>. Schneider shall provide notice to District of any scheduled test(s) of installed equipment, and District and/or its designees shall have the right to be present at any or all such tests conducted by Schneider, any subcontractor, and/or manufacturers of the equipment. Schneider shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that Schneider provided and installed that may be observed during equipment commissioning procedures.

- (v) The following duties shall be performed by Schneider:
  - 1) Organize and conduct a pre-construction meeting with the District and each subcontractor.
  - 2) Organize and conduct regularly scheduled progress meetings throughout the installation period.
  - 3) Schedule and manage all subcontractors and related work.
  - 4) Provide the District a single point of contact and responsibility of all work related to the Project.
  - 5) Investigate and resolve design, construction, and field issues as they arise during the Project.
  - 6) Coordinate on-site work, and schedule accordingly with District.
  - 7) Perform progress inspections throughout the installation period. Provide the District and Subcontractor with results of findings.



- 8) Identify any existing District equipment that is found during implementation of the work not to be functioning properly, and notify in writing to District.
- 9) Provide regular status reports to the District.
- 10) When appropriate, initiate a thorough inspection of the work with the District and Subcontractor to obtain substantial completion.
- 11) Check, test, and start-up each item of equipment.
- 12) Perform a point-by-point hardware commissioning of the Schneider installed energy management system. Identify any EMS items that are not functioning properly, and include on the punch list.
- 13) Identify any existing District equipment that is found during EMS commissioning not to be functioning properly, and notify in writing to District.
- 14) Perform a complete software/programming commissioning of the energy management system. Identify any EMS items that are not programmed per specification, and include on the punch list.
- 15) With the District and Subcontractor, perform final inspection of the Work.
- 16) Review subcontractor invoices and authorize payment as appropriate.
- 17) Obtain/prepare final as-built documentation for the Project, and deliver to the District. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.
- 18) Obtain a certificate of final completion, signed by the District, Subcontractor, and Schneider.

# 3. <u>District's Responsibilities During Construction Phase</u>.

(a) District shall designate a single-point representative authorized to act on District's behalf with respect to Project construction and/or equipment installation. District may from time to time change the designated representative and shall provide notice to Schneider of such change. Any independent review of the construction shall be undertaken at District's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of Schneider's Work. Any independent review of the construction by District shall not relieve Schneider of any of its obligations or responsibilities hereunder.

(b) District shall provide a temporary staging area for Schneider, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed.

(c) District shall remain responsible for the maintenance of the portion of the Project Location that is not directly affected by Schneider's Work. District shall keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of District.

d) District shall be solely responsible for obtaining any required environmental clearance from and any special permits required by any federal, state, and local jurisdictions prior to scheduled construction start date.



e) District shall be responsible for the preparation of the designated Project Location site for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities.

f) District shall be solely responsible for the removal of any Hazardous Substances either known to District prior to the commencement of the Work or encountered by Schneider during the construction of the Project, if necessary in order for the Work to progress safely, that was not knowingly released or brought to the site by Schneider. Schneider will respond to the discovery of Hazardous Substances at or around the Project Location during the course of Schneider's construction in accordance with Section 6, "Hazardous Substances", below.

g) District shall coordinate the Work to be performed by Schneider with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that Schneider will coordinate the Interconnection Facilities work, if any, that will be performed by the local utility.

h) District shall allow Schneider and its subcontractors access to and reasonable use of necessary quantities of District's water and other utilities, including electrical power, as needed for the construction of the Work, at no extra cost to Schneider.

(i) District will provide Schneider and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to Schneider, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.

- (j) The District shall also do the following:
  - 1) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of work.
  - 2) When appropriate, participate in the job inspection walk-through with Schneider and the subcontractor to determine Substantial Completion or beneficial use of major equipment. Sign the Certificate of Substantial Completion, as appropriate.
  - 3) Perform a final walk-through of the Project. Upon receipt of the O&M Manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
  - 4) The District is encouraged to provide a staff member(s) (HVAC technician, etc.) to accompany Schneider during the EMS Commissioning. This is an excellent opportunity to learn in-depth the operation and installation of the EMS.
  - 5) Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for proper coordination.
  - 6) Upon the completion of the entire Scope of Work as listed in Attachment B, including training, and close-out documents, sign a Certificate of Final Completion for Entire Implementation Project.



# 4. <u>Changes During Construction</u>.

(a) <u>Change Orders Generally</u>. Changes and/or modifications to the Scope of Work shall be authorized by a written Change Order signed by both District and Schneider and approved by the District's Governing Board. The Change Order shall state the change and/or modification to the Scope of Work, any additional compensation to be paid, or extension of Time, if needed, to Schneider to perform such change and/or modification. Schneider may not suspend performance of that portion of the Work affected by any proposed Change Order prior to an agreement being reached with the District regarding the Change Order. Schneider will use commercially reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved.

(b) **Change Orders Requiring Additional Compensation.** If during construction District requests changes and/or modifications to the Work identified in the Scope of Work, there are Compensable Delays, and/or there are Material Changed Conditions, as defined in Article 1 above, District shall be responsible for payment of the extra costs caused by such modifications and/or changes and District shall pay Schneider for any approved Additional Services, pursuant to the be entitled to additional compensation for the following reasons, that include, but are not limited to: (1) District requests changes and/or modifications to the Project Scope of Work during the construction phase of the Project; (2) District caused delays during Schneider's construction work; (3) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (4) discovery of Hazardous Substances at or impacting the Facilities; (5) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the Project; (6) damage to any equipment or other Work installed by Schneider caused by the act or omission of District, its agents or employees; (7) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (8) any other condition that would not reasonably have been anticipated by Schneider that modifies and/or changes the Scope of Work agreed upon in the Scope of Work that increases the agreed upon Contract Amount identified in the Scope of Work.

(c) <u>Additional Compensation for Additional Services</u>. Schneider shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between District and Schneider for any approved Additional Services consistent with Section 1.5 of the Agreement. District shall pay Schneider for any approved Additional Services, pursuant to paragraphs (e) and (f) below, provided that such services are not made necessary through the fault of Schneider pursuant to the indemnification provision of the Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications, or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations, or codes of which Schneider was aware or should have been aware.

(d) <u>Change Orders Requiring Additional Time / Compensable Delays</u>. If during construction District requests changes and/or modifications to the Work identified in the Scope of Work, if there are Compensable Delays, and/or there are Material Changed Conditions, as defined in



Article 1 above, the Parties agree that a reasonable extension of Time to the Project Schedule may be necessary to perform such modifications and/or changes and additional compensation may be warranted.

(e) <u>Calculation of Change Order</u>. Notwithstanding any other provision in the Contract Documents, the adjustment in the Contract Amount, if any, and the adjustment in the Project Schedule, if any, set forth in a change order shall constitute the entire compensation and/or adjustment in the Progress Schedule due Schneider arising out of the change in the Work covered by the Change Order unless otherwise provided in the Change Order. The amount of the compensation due Schneider shall be calculated pursuant to paragraph (f) of this Section. The entire compensation shall <u>not</u> include any additional charges not set forth in paragraph (f) and shall not include delay damages (due to processing of a change order, refusal to sign a change order), indirect, consequential, and incidental costs including any Project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (f) of this Section.

(f) <u>Methods for Calculating Change Order</u>. Value of any such extra Work, change, or deduction shall be determined at the discretion of District in one or a combination of the two (2) methods described hereafter in this paragraph (f). In determining the cost of material, labor and/or equipment for any proposed Change Order, District may utilize one (1) or a combination of these two (2) methods. The amount of any increase or decrease in the Contract Amount for the Project shall be determined using one (1) or a combination of the following two (2) methods:

(1) By mutual acceptance of a lump sum proposal from Schneider properly itemized and supported by sufficient substantiating data to permit evaluation.

(2) By unit prices contained in the Energy Expenditure Plan and incorporated in the Contract Documents or fixed by subsequent agreement between District and Schneider.

(g) <u>Schneider's Costs and Expenses</u>. It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of Schneider's costs and expenses, both direct and indirect, resulting from additional time required on the Project, or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

(h) <u>Effect of Change Order</u>. Schneider expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project. Schneider shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for the Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to multiplicity of changes and/or clarifications. Schneider may not change or modify District's Change Order form in an attempt to reserve additional rights.

(i) <u>Material Changed Conditions / Conditions Beyond Schneider's Control</u>. Schneider will provide written notice to District of any Material Changed Condition and or any Force Majeure event, as such terms are defined in Article 1 above, within ten (10) business days of Schneider's first discovery of such Material Changed Condition. In the event that Schneider's notice



concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, Schneider will not disturb the condition until said notice has been given to District, and District has had a reasonable opportunity to investigate the condition. If there is a disagreement between District and Schneider as to whether a Change Order should be issued and executed because of the Material Changed Condition and/or condition beyond Schneider's control, those disputes shall be resolved in accordance with the provisions of Section 11 of the Agreement. Schneider's failure to timely notify District shall be deemed a waiver and relinquishment of such a claim against District. No claim shall be considered unless made in accordance with this paragraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Project Schedule, and/or the increase in the Contract Amount. Schneider shall proceed to execute the Work even though the adjustment has not been agreed upon. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in this Section.

(j) <u>Change Order - Savings Effect</u>. Schneider shall calculate the energy impact of any District change orders. As applicable, the energy impact may change the projected savings level.

5. <u>Minor Changes to Scope of Work</u>. Schneider shall have authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the final Construction Documents, as amended by Change Order, without prior notice to District. Schneider will either promptly inform District, in writing, of any minor changes made during the implementation of the Project, or make available to District at the site a set of as-built drawings that will be kept current to show those minor changes.

Hazardous Substances. Schneider will promptly provide written notice to District if 6. Schneider observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. Schneider shall have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of any work unless otherwise specified in the Scope of Work. District shall be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. District shall be responsible for complying with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection shall execute all generator manifests with respect thereto. Schneider shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, District shall provide Schneider, within ten (10) business days of the execution of this Agreement, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Work area, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, no conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are no unsafe working conditions at the Facilities.

District shall indemnify, defend, and hold Schneider harmless from and against any and all claims



and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs, costs associated with delay or work stoppage, and third party claims (hereinafter "Liability"), that in any way result from or arise under from such District owned or generated hazardous materials and substances, except for liabilities due to Schneider's, or its subcontractors, agents representatives, and employees', negligent or willful misconduct in handling, disturbance, or release of Hazardous Materials or Substances. This indemnification shall survive any termination of this Agreement.

7. **Pre-Existing Conditions.** Certain pre-existing conditions may be present within the District's Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Schneider's Work, (iii) may cause Schneider's completed Work to be non-compliant with applicable codes, (iv) may prevent the District from realizing the full benefits of Schneider's Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Schneider's Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Schneider shall not be responsible for repairing such pre-existing conditions unless such is expressly provided for in the Scope of Work or an approved change thereto. Schneider, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a change order with the District for additional compensation and, if appropriate, an extension of time. Examples of pre-existing conditions include, but are not limited to, the following:

(a) With respect to lighting equipment maintenance and/or lamp and ballast retrofit work, the District shall be responsible for properly grounding lighting fixtures before Schneider commences work in compliance with applicable codes.

(b) With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, the District shall be responsible for providing an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest National Electrical Code ("NEC"). Schneider's Scope of Work shall include properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.

(c) Where Schneider's Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor shall be included in the lighting circuits. The District responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the facility grounding electrode system in compliance with the latest NEC.

(d) With respect to Schneider projects with new equipment connecting to the Facility's existing electrical distribution system, Schneider shall not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The District is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and Guidelines.



(e) Schneider is not responsible for repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.

(f) Schneider shall not be responsible for existing damaged pipes, values, and related parts and components due to a lack of water treatment.

(g) Existing pneumatic control systems that remain in place shall be properly maintained (use of air dryer, clean filter, etc.) by the District such that oil or moisture does not reach the control and operating devices.

(h) Unless specifically included in the Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being connected are to be in proper functioning condition. If existing device is found to be improperly functioning, District may repair or compensate Schneider for repair/replacement of the device.

#### ARTICLE 5. PROJECT COMPLETION.

Substantial Completion: At the time the Work is Substantially Complete in conformance 1. with the Scope of Work and Construction Documents, Schneider will supply to District a written Certificate of Substantial Completion. District shall within ten (10) business days of receipt of the Certificate of Substantial Completion, review the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, final Construction Documents and any Change Orders, and sign and return the Certificate of Substantial Completion to Schneider acknowledging and agreeing: (1) that the Work is substantially complete in accordance with the Contract Documents so District can occupy or utilize the Work for its intended use; (2) the date of such Substantial Completion; (3) that from the date of Substantial Completion District will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work. District agrees that approval of the Certificate of Substantial Completion shall not be unreasonably withheld. Title to any and all of the materials and equipment installed shall pass from Schneider to District upon the date of Substantial Completion. Should the District disagree with Schneider's declaration of Substantial Completion, the District shall forthwith prepare a Substantial Completion Punch List listing all those items of work that the District contends Schneider must complete and/or correct and complete to achieve Substantial Completion, also listing thereon the estimated cost of each item. Schneider will promptly complete and/or correct and complete such items or state specifically in writing why it believes it is not required to do so. When Substantial Completion has been achieved, the District will release all undisputed retention to Schneider as per Public Contract Code § 7107.

2. <u>Final Completion</u>: When Schneider considers the Work to be fully complete in accordance with the Scope of Work, Schneider will notify the District that the Work is fully complete and ready for final inspection. The District shall inspect the Work to verify the status of Final Completion within ten (10) business days after its receipt of Schneider's certification that the Work is Complete. If District does not verify the Final Completion of the Work with this period, the Work shall be deemed fully completed. If District determines that any Work is incomplete and/or defective, the District shall promptly notify Schneider in writing of such incomplete and/or defective work, itemizing and describing such remaining items with reasonable particularity. Schneider will, in a



reasonable amount of time, complete any incomplete items or remedy defective items after which Schneider shall provide written notice to the District that the Work is fully complete. District shall re-inspect all work completed or remedied by Schneider within ten (10) business days of Schneider's notice of completion from Schneider that the Work is complete. If the District does not re-inspect the Work within the ten (10) business day period, the Work shall be deemed fully complete. When the District agrees that the Work is fully completed in accordance with the Scope of Work and Contract Documents, District shall give Schneider written notice of acceptance of the Work and Final Completion and will issue a Final Completion Certificate to Schneider. At that time, District shall pay Schneider any remaining Contract Amount due and any outstanding undisputed retainage being withheld by the District.

#### 3. **Partial Occupancy Or Use:**

(a) District may occupy or use any completed or partially completed portion of Work on the Project at any stage. District and Schneider shall agree in writing to the condition of the Work on the Project (or designated portion), the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work (or designated portion), insurance, the period for correction of the Work (or designated portion), and the commencement of warranties for the Work (or designated portion) required by the Agreement. When requested by District, Schneider shall complete all punch list items for the occupied portion of the Project.

(b) Immediately prior to such partial occupancy or use, District and Schneider shall jointly inspect the area of the Project (or designated portion) to be occupied or used, in order to determine and document the condition of the Work on the Project.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Project, shall not constitute Substantial Completion or Final Completion of the Work on the Project, shall not be deemed an approval of any portion or portions of Work not in compliance with the requirements of the Agreement, and shall not relieve Schneider of any responsibility or obligation under the Agreement.

## Attachment D



June 13, 2017	1 of 18
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	CALIFORNIA ENERGY COMMISSION		APPLICATION APPROVED	June 13, 100 1
ш	Energy Expenditure Plan Report	ILER CONTINUED		
	Submission	Tier: 4		Applicant Information
	ID 2085 Submittal Option: Multiple	Expenditure Plans this Fiscal Year: 2016-17 Multiple-Year (bundled) Award Expenditure Plan	Grant Amount Requested: \$4,702,128.21 Grant Balance Available: \$1,309,662.00	Local Education Agency Name: Capistrano Unified LEA CDS Code: 30664640000000
	Energy Planning Reservation Information			
	Did you request Energy Planning Funds? (If no, move on to next section)	Yes on to next section) Yes	Amount Connet for Commission of Auditor.	City: San Juan Capistrano Zin Code: 92675-4706
	budget for Proposition 39 Program Assistance:		Amount Spent for Program Assistance:	
	Budge:	Budget for Energy Manager:	Amount Spent for Energy Manager:	
	Budg			Name: Steven K. Matteson Jr. Title: Fnerav Manager
	Energy Manager and Training	Totals: \$171,000.00	Totals: \$171,000.00	
	Are you hiring an Energy Manager with Funds Requested in this Expenditure Plan?		Amount Requesting for Energy Manager:	Email: SRMATTESONJR@capousd.org
0.	Are you using Proposition 39 funds for energy related training costs? Summary of Schools/Sites	for energy related training costs? No	Amount Requesting for Training:	Project Manager
•	Estimated Totals:	Total Project Cost Propostion 39 Share \$4,702,128.21 \$4,702,128.21	Summation is for 17 Schools	
7	Job Creation Benefits Estimation			FIIOIIE: / 144242403 Email: han inhnson@schnaidar_alactric com
Pa Pa	get	Estimated Direct Job-Years Created	Please list any state-certified apprenticeship programs being used:	
XH <b>ge</b>	Energy Efficiency \$4,702,128.21	26.33		
IB 63 01	Renewable Generation			
IT <b>9</b>	Distributed Energy			
20 9		Total: 26.33		
0	Budget Estimate Apprenticeship Information	Estimated Apprenticeship Job-Years Created No W	Will this project be subject to a community benefits agreement, community workforce agreement, or other mechanism that defines project co-benefits?	
	Other Trainee Position Title Estim	Estimated Other Trainee Jobs Created		
57	Self-Certifications	Total:		
I		The LEA followed the Proposition 39 Guidelines regarding Eleigible Energy Project Prioritization Considerations.	onsiderations.	
I	Yes The LEA followed the guidelines regarding Sequencing of Facility Improvements Vec The LEA commits to use the funde for the clicitly constructed for the clicitly constructed in the second in the second second in the second	The LEA followed the guidelines regarding Sequencing of Facility Improvements The LEA commits to use the funde for the objection concern resident (c) and on its more concern and its instant		
I		The LEA commits that the information included in the application is true and correct based to the best of the LEA's knowledge.	arure plan. e best of the LFA's knowledge.	
67		The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.	ed.	
<b>)</b>		The LEA will obtain DSA project approval as applicable pursuant to California Code Regulations, Title 14.	itle 14.	
ا f0		e subject to financial audit requirements		
25		g requirements.	-	
I	Yes The LEA commits to following all contracting requirements in the Propositic clear and accurate description of the eligible energy project in all contracts.	quirements in the Proposition 39 Guidelines, inclu ergy project in all contracts.	The LEA commits to following all contracting requirements in the Proposition 39 Guidelines, including not using a sole source process to award funds and providing a clear and accurate description of the eligible energy project in all contracts.	
	Authorized Representative:	Steven R. Matteson Jr. Date:	te: 5/2/2017 Bundled SIR: 1.72 Version 6	

	📈 📉 📙 Prop. 39 Energy Expenditure Plan System	Energy Expenditure Plan Report	June 13, 2017 - Page 2 of 18			Reminder: If the School/Site includes leased facilities, please include Building	Owner Certification in backup documentation.		Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	3.39 W/SF .04 Therms/SF Gals/SF	8.98 kwh/SF \$.04 Cost/SF Cost/SF	\$2.46 Cost/SF	Energy Costs/SF/Year: \$2.50 Energy Use(Kbtu)/SF/Year: 100.37		Version 6	Annual Annual Other Non- Total Other Non- Total	Propane Fuel Oil Energy Cost Measure Repayable Leveraged EEM	Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) I	\$11,488.32 \$84,824.44 2.28	\$14,572.70 \$182,180.34 150		s range from 50W to 250W. The proposed LED fixture wattgaes range from 11 W to i central building automation system (BAS). The BAS will be programmed to		\$267,004.78	1.74		Overall Total Leveraged Funding (\$)
	Benchmarking	Square Footage of School/Site: 92,504	Average Peak Demand (kW): 314	Total Annual Electric Use (kWh): 830,596	Total Annual Electric Charges (\$): \$227,445.00	Total Annual Gas Use (therms): 3,843	Total Annual Gas Charges (\$): \$3,770.00		Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: San Diego Gas & Electric	Electric Utility Account #: 1803083053	Gas Utility: Southern California Gas Co.	Gas Utility Account #: 12840715002	Demand Annual Anr	s Electric Nat. Gas	Savings Savings	Replace the existing (114) metal halide and incandescent lexterior lighting fixtures with LED lighting fixtures. 52,442 The existing fixture wattages range from 11 W to 110W. Energy savings will be achie	Replace the existing wall-mounted stand-alone programmable thermostats with a central building automation         63,481         679           system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school brours, holidays and school break         63,481         679		The scope of this project involves:1) Replacing the existing (114) metal halide and incandescent lexterior lighting fixtures with LED lighting fixtures. The existing fixture wattages range from 50W to 250W. The proposed LED fixture wattages range from 11 W to 110W. Energy savings will be achieved from the better efficiency of the new LED fixtures.2) Replacing the existing wall-mounted stand-alone programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.		Total Annual Fuel Oil Savings	Total Annual Cost Savings \$26,061.02 Savings-to-investment Ratio (SIR)	Total Project Cost \$267,004.78 Total Cost Paid Under PPA	Total Rebates Total Other Non-Repayable Funds
Si		Completion Date: 6/30/2018	Local Education Agency: Capistrano Unified	LEA CDS Code: 30664640000000		School or Site Information	School/Site Name: Bernice Ayer Middle	School/Site CDS Code: 30664646115406	School/Site Mailing Address: 1271 Sarmentoso	City: San Clemente	Zip Code: 92673	Energy Efficiency Droloct Summary		Measure savings source: Erleigy audivieasionity study	Proposition 39 Share to be used for	Measure Implementation (\$): \$267,004.78			Energy Efficiency Measure	Retrofit -		Ethergy Efficiency Narrative Description	The scope of this project involves:1) Replacing the existing (114) metal halide and incandescent lexterior ligh 110W. Energy savings will be achieved from the better efficiency of the new LED fixtures.2) Replacing the ex- eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	Site Project Summary	Total Demand Savings Total A	Total Annual Electric Savings 115,923 Tot	Total Annual Natural Gas Savings 679	Total Annual Propane Savings

STATE OF CALIFORNIA         CALIFORNIA ENERGY COMMISSION         Prop. 39 Energy Expenditure Plan System         Energy Expenditure Plan System         June 13       2017       - Page 3 of 18		Domindor If the Coheel/Cite included facilities alone include Duilding	Owner Certification in backup documentation.	Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	4.85 W/SF .07 Therms/SF Gals/SF	16.07 kwh/SF \$.07 Cost/SF Cost/SF	\$2.79 Cost/SF	Energy Costs/SF/Year: \$2.85 Energy Use(Kbtu)/SF/Year: 179.38		Version 6	l Annual Annual Other Non- Total	Fuel Oil Energy Cost Measure Repayable	Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) I	\$2,142.66 \$79,991.46 75	\$25,784.17 \$279,648.77 1 1.67		with new LED lighting fixtures. The existing fixture wattages range from 50W to 150W. The proposed LED fixture all-mounted stand-alone programmable thermostats with a central building automation system (BAS). The BAS		\$359,640.23	1.46		Overall Total Leveraged Funding (\$)
Benchmarking         Square Footage of School/Site:       90,646         Austral Pool Downed (MM)       440		Total Annual Electric Charges (\$): \$252,514.00 Total Annual Coor Lico (Hearmo): 6.627		Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: Southern California Edison	Electric Utility Account #: 017-8757-86	Gas Utility: Southern California Gas Co.	Gas Utility Account #: 2284194129	Demand Annual Annual Annual	Savings Electric Nat. Gas Propane	Description (kW) Savings Savings Savings	Replace the existing (62) metal halide and incandescent wall-packs, flood lights and recessed can fixtures with new LED lighting fixtures. The existing fixture wattages range from 50W to 150W. The proposed LED fixture with wattgaes range from 11 W to 31W. Ene	Replace the existing wall-mounted stand-alone programmable thermostats with a central building automation         179,048         1,023           system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school break         1,023		ed can fixtures the existing wa		Total Annual Fuel Oil Savings \$35	Total Annual Cost Savings \$27,926.83 Savings-to-investment Ratio (SIR)	Total Project Cost \$359,640.23 Total Cost Paid Under PPA	Total Rebates Total Other Non-Repayable Funds
Site Information       Project Start Date:     7/24/2017       Completion Date:     6/30/2018	LEA CDS Code:	School or Site Information	School/Site Name: Don Juan Avila Elementary	School/Site Mailing Address: 26278 Wood Canyon Dr.	City: Aliso Viejo	Zip Code: 92656-8060	Energy Efficiency Project Summary		Measure Savings Source: Erielgy audivieasibility study	Proposition 39 Share to be used for	Measure Implementation (5): \$359,640.23			Energy Efficiency Measure	tetrofit		Exercisency Narrative Description	The scope of this project involves:1) Replacing the existing (62) metal halide and incandescent wall-packs, flood lights and recessed can fixtures wattgaes range from 11 W to 31W. Energy savings will be achieved from the better efficiency of the new LED fixtures.2) Replacing the existing we will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	Site Project Summary	Total Demand Savings Total Annu	Total Annual Electric Savings 194,496 Total Ar	Total Annual Natural Gas Savings 1,023	Total Annual Propane Savings

	🚺 💦 🚶 Prop. 39 Energy Expenditure Plan System	Energy Expenditure Plan Report	June 13, 2017 - Page 4 of 18			Reminder: If the School/Site includes leased facilities, please include Building	Owner Certification in backup documentation.		Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	3.82 W/SF	9.17 kWh/SF \$.02 Cost/SF Cost/SF	\$2.62 Cost/5F	Energy Costs/SF/Year: \$2.64 Energy Use(Kbtu)/SF/Year: 100.40		Version 6	Annual Annual Other Non- Total	Propane Fuel Oil Energy Cost Measure Repayable Leveraged EEM	Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) I	\$17,100.16         \$105,961.13         2.64	\$17,667.65         \$48,581.03         5.49		ttages range from 50W to 250W. The proposed LED fixture wattgaes range from 10 with a central building automation system (BAS). The BAS will be programmed to		\$154,542.16	3.54		Overall Total Leveraged Funding (\$)
	Benchmarking	Square Footage of School/Site: 142,013	Average Peak Demand (kW): 542	Total Annual Electric Use (kWh): 1,301,951	Total Annual Electric Charges (\$): \$371,431.00	Total Annual Gas Use (therms): 3,060	Total Annual Gas Charges (\$): \$3,147.00		Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: Southern California Edison	Electric Utility Account #: 4278424814	Gas Utility. Southern California Gas Co.	Gas Utility Account #: 12409	Demand Annual Ann	Savings Electric Nat. Gas Prop	Savings Savings	Replace the existing (317) metal halide and incandescent lexterior lighting fixtures with LED lighting fixtures. The existing fixture wattages range from 50W to 250W. The proposed LED fixture wattages range from 10 W to 110W. Energy savings will be achie	Replace the existing wall-mounted stand-alone programmable thermostats with a central building automation         75,839         349           system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school break         349		The scope of this project involves:1) Replacing the existing (222) metal halide and incandescent exterior lighting fixtures with new LED lighting fixtures. The existing fixture wattages range from 50W to 250W. The proposed LED fixture wattages range from 10 W to 110W. Energy savings will be achieved from the better efficiency of the new LED fixtures. 2) Replacing the existing wall-mounted stand-alone programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.		Total Annual Fuel Oil Savings	Total Annual Cost Savings \$34,767.81 Savings-to-investment Ratio (SIR)	Total Project Cost \$154,542.16 Total Cost Paid Under PPA	Total Rebates Total Other Non-Repayable Funds
Site Information		Completion Date: 6/30/2018	Local Education Agency: Capistrano Unified	LEA CDS Code: 3066464000000		School or Site Information	School/Site Name: Ladera Ranch Middle	School/Site CDS Code: 30664640100917	School/Site Mailing Address: 29551 Sienna Pkwy.	City: Ladera Ranch	Zip Code: 92694-0789	Energy Efficiency Project Summary		Measure Savings Source: Energy audivreasibility study	Proposition 39 Share to be used for	Measure Implementation (5): \$154,542.16			Energy Efficiency Measure	etrofit	Replace the existing wall-mounted stand-ation           Replace the existing wall-mounted stand-ation           System         Replace the existing wall-mounted stand-ation           Solution         System (BAS). The BAS will be programmed to a stand-ation           Solution         Solution	Comparison Section Comparison Section	The scope of this project involves:1) Replacing the existing (222) metal halide and incandescent exterior ligh W to 110W. Energy savings will be achieved from the better efficiency of the new LED fixtures.2) Replacing eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	Site Project Summary	Total Demand Savings Total An	Total Annual Electric Savings 150,764 Total	Total Annual Natural Gas Savings 349	Total Annual Propane Savings

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION Prop. 39 Energy Expenditure Plan System Energy Expenditure Plan Report June 13, 2017 - Page 5 of 18	Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.	Energy Use Intensity Calculator       Electricity     Natural Gas       3.59     W/SF	kWh/SF \$.03 Cost/SF Cost/SF rev Cost/SF/Year \$2.58 Energy Hsel(Khtml/SF/Year		Annual Annual Annual Other Non- Total Propane Fuel Oil Energy Cost Measure Repayable Leveraged EEM Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) Funding (\$) SIR	\$4,534.22     \$115,705.18     .92       \$14,465.30     \$301,365.80     1.05	a new building energy management system and implement HVAC schedule to turn off units during	\$417,070.98
Benchmarking Square Footage of School/Site: 114,625 Average Peak Demand (kW): 412	Total Annual Electric Use (kWh):1,039,523Total Annual Electric Charges (\$):\$292,425.00Total Annual Gas Use (therms):3,965Total Annual Gas Charges (\$):\$3,124.00Total Annual Propane Use (gals):	Total Annual Propane Charges (\$): Total Annual Fuel Oil Use (gals): Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16 Electric Utility: San Diego Gas & Electric Flectric Littlity Account #: 1803083053	Gas Utility: Southern California Gas Co. Gas Utility Account #: 12840715002	Demand Annual Annual Annual Annual Annual Ann Savings Electric Nat. Gas Prop Description (kW) Savings Savings Sav	Replace the existing (60) metal halide, low pressure sodium, incandescent and CFL exterior lighting fixtures         20,148           with LED lighting fixtures. The existing fixture wattages range from 42W to 180W. Energy savings will be achie         20,148           Replace the existing programmable thermostats with new building automation system to shut off the HVAC         62,327         557		Total Annual Fuel Oil Savings
Site Information Project Start Date: 4/26/2017 Completion Date: 6/30/2018 Local Education Agency: Capistrano Unified	LEA CDS Code: 30664640000000 School/Site Name: Las Flores Elementary School/Site CDS Code: 30664646114516	School/Site Mailing Address: <u>25862 Antonio Pkwy.</u> City: <u>Rancho Santa Margarita</u> Zip Code: <u>92688-5541</u>	Energy Efficiency Project Summary Measure Savings Source: Energy audit/feasibility study	Proposition 39 Share to be used for Measure Implementation (\$): \$417,070.98	Energy Efficiency Measure	Lighting- Exterior Fixture Retroft     Replace the existing (60) metal halide, low presume       With LED lighting fixtures. The existing fixture with LED lighting fixtures. The existing fixtures with LED lighting fixtures. The existing fixture with LED lighting fixtures. The existing fixture with LED lighting fixtures with LED lighting fixtures. The existing fixture with the existing fixtures. The existing fixtures with the existing fixtures with the existing fixtures.	Control of the second of the second of the second of the second second second and CFL exterior fixtures with LED fixtures.2) Installing Second second and CFL exterior fixtures with LED fixtures.2) Installing Second seco	Site Project Summary Total Demand Savings Total Ann

Overall Total Leveraged Funding (\$)

1.01

Savings-to-investment Ratio (SIR) Total Cost Paid Under PPA Total Other Non-Repayable Funds

\$18,999.52 \$417,070.98

Total Annual Cost Savings Total Project Cost

82,475 557

Total Annual Electric Savings Total Annual Natural Gas Savings **Total Annual Propane Savings** 

**Total Rebates** 

676 of 935

Rander: If the School/Site includes leased facilities, please include Building Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.	Energy Use Intensity Calculator Electricity Natural Gas Other Fuels	3.94 W/SF11 Therms/SF Gals/SF	\$.10 Cost/SF Cos	Energy Costs/SF/Year: \$3.09 Energy Use(kbtu)/SF/Year: 142.45	Version 6	l Annual Annual Other Non- Total e Fuel Oil Energy Cost Measure Repayable Leveraged EEM s Savings Savings (\$) Cost (\$) Rebates (\$) Funding (\$) SIR	\$8,729.43 \$82,620.53 1.86	\$27,615.32 \$226,075.55 2.09	ing fixture wattages range from 13W to 175W. The proposed LED fixture wattages ermostats with a central building automation system (BAS). The BAS will be	\$308,696.08 2.03	Overall Total Leveraged Funding (\$)
BenchmarkingSquare Footage of School/Site:Average Peak Demand (kW):Average Peak Demand (kW):Average Peak Demand (kW):Total Annual Electric Use (kWh):Total Annual Electric Charges (\$):\$351,726.00Total Annual Gas Use (therms):Total Annual Gas Use (therms):Total Annual Gas Use (gals):Total Annual Gas Charges (\$):\$13,536Total Annual Gas Use (gals):	Total Annual Propane Charges (\$): Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):		Electric Utility Account #: 8133740564 Gas Utility: Southern California Gas Co.	Gas Utility Account #: 19300875002	Demand Annual Annual Annual Annual Annual Annual Annual Savings Electric Nat. Gas Propane (kW) Savings Savings Savings Savings	Replace the existing (189) metal halide and compact flourescent exterior lighting fixtures with LED lighting [44,698 fixtures. The existing fixture wattgaes range from 13W to 175W. The proposed LED fixture wattgaes range from 10 W to 60W.	Replace the existing programmable thermostats with new building automation system to shut off the HVAC 137,796 780 units during unoccupied hours.	luorescent and incandescent exterior lighting fixtures with LED lighting fixtures. The existi s new LED fixtures.2) Replacing the existing wall-mounted stand-alone programmable the hours, holidays and school breaks.	Total Annual Fuel Oil Savings     Total Prop 39 Share     \$30       Total Annual Cost Savings     \$36,344.75     Savings-to-investment Ratio (SIR)	Total Project Cost         \$308,696.08         Total Cost Paid Under PPA           Total Rebates         Total Other Non-Repayable Funds
	school/site Mailing Address: 25001 Camino dei Avion City: San Juan Capistrano	Zip Code: 92675-4330	Energy Efficiency Project Summary Measure Savines Source Energy audit/Feasibility study			Energy Efficiency Measure	Lighting- Exterior Fixture Retrofit     Replace the existing (189) metal halide and comparing fixtures. The existing fixture wattages range from 1: fixtures. The existing fixture wattages range from 1: from 10 W to 60W.	Controls- Energy Management System	Sectors of this project involves:1) Replacing the existing (189) metal halide, compact fluorescent and incandescent exterior lighting fixtures with LED lighting fixtures. The existing fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 14 W to 60W. Energy savings will be achieved from the better efficiency of the new LED fixtures. Replacing the existing wall-mounted stand-alone programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	Site Project Summary Total Demand Savings 182,494 Total Annual Total Annual Electric Savings 182,494 Total Anni	Total Annual Natural Gas Savings 780 Total Annual Propane Savings

	🔨 💦 🕌 Prop. 39 Energy Expenditure Plan System	Energy Expenditure Plan Report	June 13, 2017 - Page 7 of 18			Reminder: If the School/Site includes leased facilities, please include Building	Owner Certification in backup documentation.		Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	2.79 W/SF .03 Therms/SF Gals/SF	6.94 kWh/SF \$.02 Cost/SF Cost/SF	\$1.97 Cost/SF	Energy Costs/SF/Year: \$1.99 Energy Use(Kbtu)/SF/Year: 76.92		Version 6	ual Annual Annual Other Non- Total	ane Fuel Oil Energy Cost Measure Repayable Leveraged EEM	Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) I	\$13,412.91         \$117,240.98         1.98	\$18,515.78         \$393,434.01         1.03		ige from 13W to 175W. The proposed LED fixture wattages range from 10W to 60W. iermostats with a central building automation system (BAS). The BAS will be		\$510,674.99	1.25		Overall Total Leveraged Funding (\$)
	Benchmarking	Square Footage of School/Site: 140,126	Average Peak Demand (kW): 391	Total Annual Electric Use (kWh): 972,883	Total Annual Electric Charges (\$): \$275,695.00	Total Annual Gas Use (therms): 3,524	Total Annual Gas Charges (\$): \$2,700.00	•	Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: San Diego Gas & Electric	Electric Utility Account #: 9103224852	Gas Utility: Southern California Gas Co.	Gas Utility Account #: 11200894001	Demand Annual Annual Annual	Savings Electric Nat. Gas Propane	Savings Savings	Replace the existing (197) metal halide, incandescent exterior lighting fixtures with LED lighting fixtures. The 59,165 existing fixture wattages range from 10W to 60W.	Replace the existing wall-mounted stand-alone programmable thermostats with a central building automation         79,626         606           system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school break         606         606		The scope of this project involves:1) Replacing the existing (197) metal halide, incandescent exterior lighting fixtures with LED lighting fixtures. The existing fixture wattages range from 13W to 175W. The proposed LED fixture wattages range from 10W to 60W. Energy savings will be achieved from the better efficiency of the new LED fixtures.2) Replacing the existing wall-mounted stand-alone programmable and non-programmbale thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.		Total Annual Fuel Oil Savings	Total Annual Cost Savings \$31,928.69 Savings-to-investment Ratio (SIR)	Total Project Cost \$510,674.99 Total Cost Paid Under PPA	Total Rebates Total Other Non-Repayable Funds
Si		Completion Date: 0/30/2018	Local Education Agency: Capistrano Unified	LEA CDS Code: 3066464000000		School or Site Information	School/Site Name: Newhart Middle	School/Site CDS Code: 30664646101125	School/Site Mailing Address: 25001 Veterans Way	City: Mission Viejo	Zip Code: 92692-2735	Energy Efficiency Droject Summary		Measure Savings Source: Energy audivreasibility study		Measure Implementation (5): \$510,674.99			Energy Efficiency Measure	Retrofit	時間での目的では、Energy Management System Replace the existing wall-mounted stand-aton System (BAS). The BAS will be programmed t のでいた。 またのの hours, holidays and school break	Charge Efficiency Narrative Description	The scope of this project involves:1) Replacing the existing (197) metal halide, incandescent exterior lighting fixtures with LF Energy savings will be achieved from the better efficiency of the new LED fixtures.2) Replacing the existing wall-mounted st programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	Site Project Summary	Total Demand Savings Total Ar	Total Annual Electric Savings 138,791 Tota	Total Annual Natural Gas Savings 606	Total Annual Propane Savings

Site Information	rmation							STATE OF CALIFORNIA CALIFORNIA E	STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION	Y COMMIS	SION
Project Start Date: 7/25/2017 Completion Date: 6/30/2018	017 018	Benchmarking	rking					Prop. 39 Ene	Prop. 39 Energy Expenditure Plan System	re Plan Syste	ε
Ö	no Unified	Square Footage of School/Site: 80,880 Average Peak Demand (kW): 401			I			June 13, 201	Lifered Experiments rain hep June 13, 2017 - Page 8 of 18	18	
LEA CDS Code: 3066464000000	0000000	Total Annual Electric Use (kWh): 993,366			I						
School o	School or Site Information	Total Annual Electric Charges (\$): \$277,200.00 Total Annual Gas Use (therms): 2.027	00		Rem	Reminder: If the School/Site includes leased facilities. please include Building	ool/Site include	s leased faciliti	es. please incluc	le Building	
School/Site Name: Vista del Mar Elementary	Mar Elementary	Total Annual Gas Charges (\$): \$2,237.00			1	Owner	Certification in	Owner Certification in backup documentation.	ientation.	D	
	0100883				I						
School/Site Mailing Address: 1130 Ave	1130 Avenue Talega	Total Annual Propane Charges (\$):					Energy	<b>Energy Use Intensity Calculator</b>	Calculator		
City: San Clemente	nente	Total Annual Fuel Oil Use (gals):				Electricity		Natural Gas		Other Fuels	
Zip Code: 92673		Total Annual Fuel Oil Charges (\$):				4.96 W/SF		.03 Therms/SF	/SF	Gals/SF	F.
	Enorau Efficianau Draioat Summaru	Energy Bill Fiscal Year: 2015-16				12.28 kWh/SF		\$.03 Cost/SF		Cost/SF	SF
		Electric Utility: San Diego Gas & Electric	o Gas & Electric			\$3.43 Cost/SF	Ŀ				
•••	Energy augityreasibility study	Electric Utility Account #: 6272724200	00			Energy Costs/SF/Year:		\$3.45 E	Energy Use(Kbtu)/SF/Year:		134.12
Proposition 39 Share to be used for		Gas Utility: Southern California Gas Co.	California Gas	00.							
Measure Implementation (\$): \$152,555.13	0.13	Gas Utility Account #: 14889865383	383		1 1					Version	9
		Dem	Demand Annual	Annual Ai	Annual Annual	al Annual			Other Non-	Total	Î
		Saving	ings Electric	Nat. Gas Pro	Propane Fuel Oil	-	Measure		Repayable	Leveraged	EEM
Energy Efficiency Measure	Description	(k)	(kW) Savings	Savings Sa	Savings Savings		Cost (\$)	Rebates (\$)	Funds (\$)	Funding (\$)	SIR
Lighting-Exterior Fixture Retrofit	Replacing the existing (352) metal halide, compact fluorescent and incandescent exterior lighting fixtures with LED lighting fixtures. Energy savings will be achieved from the better efficiency of the new LED fixtures.	nd incandescent exterior lighting fixtures with etter efficiency of the new LED fixtures.	43,496			\$9,710.08	\$105,067.42				1.67
現象文 のhttp://www.controls- Energy Management System り込む	Replace the existing wall-mounted programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	ith a central building automation system f the HVAC units during weekends, after	106,766	292		\$24,156.84	\$47,497.71				7.53
Sements of the second s											ĺ
Tange from 11 W to 110W. Energy savings wip programmed to eliminate the operation of the	Secope of this project involves:1) Replacing the existing (176) metal halide, compact fluorescent and incandescent exterior lighting fixtures with LED lighting fixtures. The existing fixture wattages range from 26W to 250W. The proposed LED fixture wat had a non-second stand-alone programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	and incandescent exterior lighting fixtures wi fixtures.2) Replacing the existing wall-moun ays and school breaks.	th LED lighting ited stand-alone	fixtures. The e programmat	existing fixture ole thermostat	LED lighting fixtures. The existing fixture wattages range from 26W to 250W. The proposed LED fixture wattgaes d stand-alone programmable thermostats with a central building automation system (BAS). The BAS will be	e from 26W to building auto	o 250W. The p mation system	roposed LED f (BAS). The B	ixture wattgae AS will be	6
Site Project Summary											
Total Demand Savings	Total Annual Fuel Oil Savings	ings	Total Prop 39 Share	9 Share	\$152,565.13	1					

Overall Total Leveraged Funding (\$)

3.50

Savings-to-investment Ratio (SIR) Total Cost Paid Under PPA Total Other Non-Repayable Funds

\$33,866.92 \$152,565.13

Total Annual Cost Savings

150,262 292

Total Annual Electric Savings Total Annual Natural Gas Savings

**Total Annual Propane Savings** 

Total Project Cost Total Rebates

	🔣 📉 🥂 Prop. 39 Energy Expenditure Plan System	Energy Expenditure Plan Report	June 13, 2017 - Page 9 of 18	1		Reminder: If the School/Site includes leased facilities, please include Building	Owner Certification in backup documentation.		Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	4.96 W/SF	12.28 kWh/SF \$.03 Cost/SF Cost/SF	\$3.43 Cost/SF	Energy Costs/SF/Year: \$3.45 Energy Use(Kbtu)/SF/Year: 134.12		Version 6	Annual Annual Annual Other Non- Total Pronane Euel Oil Finerov Cost Measure Renavahle Leveraged FEM	Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) Funding (\$)	\$9,710.08 \$105,067.42	\$24,156.84         \$47,497.71         7.53	s. The existing fixture wattages range from 26W to 250W. The proposed LED fixture programmable thermostats with a central building automation system (BAS). The BAS		\$152,565.13	3.50	
	Benchmarking	Square Footage of School/Site: 80,880	Average Peak Demand (kW): 401	Total Annual Electric Use (kWh): 993,366	Total Annual Electric Charges (\$): \$277,200.00	Total Annual Gas Use (therms): 2,027	Total Annual Gas Charges (\$): \$2,237.00	Total Annual Propane Use (gals):	Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: San Diego Gas & Electric	Electric Utility Account #: 6272724200	Gas Utility: Southern California Gas Co.	Gas Utility Account #: 14889865383	Demand Annual Annual Annual Annual Savings Flertric Nat Gas P	Savings Savings	Replacing the existing (352) metal halide, compact fluorescent and incandescent exterior lighting fixtures with 43,496 LED lighting fixtures. Energy savings will be achieved from the better efficiency of the new LED fixtures.	ermostats with a central building automation system 706,766 292 operation of the HVAC units during weekends, after	Descent and incandescent exterior lighting fixtures with new LED lighting fixtures not of the new LED fixtures.2) Replacing the existing wall-mounted stand-alone p hool hours, holidays and school breaks.		uel Oil Savings Total Prop 39 Share	Total Annual Cost Savings \$33,866.92 Savings-to-investment Ratio (SIR)	Total Project Cost \$152,565.13 Total Cost Paid Under PPA
Site Information		Completion Date: 6/30/2018	Local Education Agency: Capistrano Unified	LEA CDS Code: 3066464000000		School or Site Information	School/Site Name: Vista del Mar Middle	School/Site CDS Code: 30664640100891	School/Site Mailing Address: 1130 Avenue Talega	City: San Clemente	Zip Code: 92673	Enorau Efficiance Drainet Summany		Measure Savings Source: Energy auditrieasibility study	Proposition 39 Share to be used for	Measure implementation (な): ないないの		Energy Efficiency Measure	Idpling- Exterior Fixture Retrofit     Replacing the existing (352) metal halide, compact fluorescent and incandescent exterior lighting fixtures       LED lighting fixtures. Energy savings will be achieved from the better efficiency of the new LED fixtures.	Replace the existing wall-mounted programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	Series of fifticiency Narrative Description Series of this project involves:1) Replacing the existing (176) metal halide, compact fluorescent and incandescent exterior lighting fixtures with new LED lighting fixtures. The existing fixture wattages range from 26W to 250W. The proposed LED fixture wattages range from 26W to 250W. The proposed LED fixture wattages range from 26W to 250W. The proposed LED fixture wattages range from 26W to 250W. The proposed LED fixture wattages range from 26W to 250W. The proposed LED fixture wattages range from 26W to 250W. The proposed LED fixture wattages range from 10W. Energy savings will be achieved from the better efficiency of the new LED fixtures.2) Replacing the existing wall-mounted stand-alone programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.	Site Project Summary	Total Demand Savings Total Annual Fuel Oil Savings	Total Annual Electric Savings 150,262 Total Annual	Total Annual Natural Gas Savings 292 Tota

Overall Total Leveraged Funding (\$)

Total Cost Paid Under PPA Total Other Non-Repayable Funds

Total Project Cost **Total Rebates** 

Total Annual Natural Gas Savings **Total Annual Propane Savings** 

Local Education Agency:       Capistrano Unified         LEA CDS Code:       3066464000000         School/Site Name:       School or Site Infi         School/Site CDS Code:       30664640111914         School/Site Mailing Address:       23371 Arroyo Vista Middl         School/Site Mailing Address:       23371 Arroyo Vista Mad         City:       Rancho Santa Mar         Zip Code:       92688-4906         Measure Savings Source:       Energy Efficiency         Measure Savings Source:       Energy audit/feasit         Proposition 39 Share to be used for       S96,364.58	7/24/2017 6/30/2018 Capistrano Unified 30664640000000 School or Site Information Arroyo Vista Middle 30664640111914 23371 Arroyo Vista Rancho Santa Margarita 92688-4906 Fnergy Efficiency Project Summary Energy audit/feasibility study	Benchma         Square Footage of School/Site:       59,670         Square Footage of School/Site:       59,670         Average Peak Demand (kW):       305         Total Annual Electric Use (kM):       784,596         Total Annual Electric Charges (\$):       \$155,871.         Total Annual Gas Use (therms):       2,230         Total Annual Gas Charges (\$):       \$2,283.00         Total Annual Propane Use (gals):       Total Annual Fuel Oil Use (gals):         Total Annual Fuel Oil Use (gals):       Total Annual Fuel Oil Use (gals):         Total Annual Fuel Oil Use (gals):       Total Annual Fuel Oil Use (gals):         Total Annual Fuel Oil Use (gals):       Electric Utility:         Southern Electric Utility Account #:       003-7362-         Gas Utility:       Southern Gas Utility:         Gas Utility Account #:       2015-16	Benchmarking         59,670         59,670         305         784,596         \$155,871.00         2,230         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00         \$2,283.00	Reminder: If the School/Site Owner Certific Owner Certific Dwner Certific S.11 W/SF 5.11 W/SF 13.15 kW/h/SF 5.11 Cost/SF Energy Costs/SF/Year:	\$2 \$.C	CALIFORNIA ENERGY COMMISSION         Prop. 39 Energy Expenditure Plan System         Energy Expenditure Plan System         Energy Expenditure Plan System         Line 13, 2017 - Page 10 of 18         June 13, 2017 - Page include Building         June 13, 2017 - Page 10 of 18         June 13, 2017 - Page 10 of 18         June 13, 2017 - Page 10 of 18         Autral Gas         Other Fuels         June Tother Fuels         Autral Gas         Other Fuels         June Tother Fuels         Junetrereree <td col<="" th=""></td>	
Energy Efficiency Measure .ighting- Exterior Fixture Retrofit	Replace the existing (179) metal h	Description Replace the existing (179) metal halide, compact fluorescent and incandescent exterior lighting fixtures with	Demand Annual Annual Annual Savings Electric Nat. Gas Propane (kW) Savings Savings Savings 51,211	al Annual Annual ne Fuel Oil Energy Cost gs Savings Savings (\$) \$8,139.03	Measure Other Non- Measure Repayable Cost (\$) Rebates (\$) Funds (\$) \$96,364.58	n- Total ile Leveraged EEM \$) Funding (\$) SIR 1.56	
ency Narrative Description this project involves replacing th ange from 11W to 31W. Energy Summary Total Demand Savings Total Annual Electric Savings Total Annual Natural Gas Savings Total Annual Natural Gas Savings	LED lighting fixtures. Energy savin       Ithe existing (179) metal halide, opt savings will be achieved from       s       51,211	LED lighting fixtures. Energy savings will be achieved from the better efficiency of the new LED fixtures.         Leb lighting fixtures. Energy savings will be achieved from the better efficiency of the new LED fixtures.         Leb lighting fixtures.         Logic Lost       Savings-to         Total Annual Rectric Savings       Lotal Annual Cost Savings       Savings-to         Total Annual Propert Cost       S96,364.58       Total Othe         Total Annual Propert Savings       Total Rebates       Total Othe	res with LED lighting fixtures. The wattag Total Prop 39 Share \$ Savings-to-investment Ratio (SIR) Total Cost Paid Under PPA Total Other Non-Repayable Funds	ges of the existing fixtures rang \$96,364.58 1.56 Overall	ED lighting fixtures. The wattages of the existing fixtures ranges from 32W to 100W. the wattages of the proposed Total Prop 39 Share \$96,364.58 D-investment Ratio (SIR) 1.56 tal Cost Paid Under PPA Overall Total Leveraged Funding (\$)	es of the proposed	

STATE OF CALIFORNIA         CALIFORNIA ENERGY COMMISSION         Prop. 39 Energy Expenditure Plan System         Energy Expenditure Plan Report         June 13, 2017 - Page 11 of 18	Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.	Energy Use Intensity Calculator	Electricity         Natural Gas         Other Fuels           3.51         W/SF         .04         Therms/SF         Gals/SF	\$.04 Cost/SF Cos	Energy Losts/SF/Year: \$1.03 Energy Use(kotul/)SF/Year: 99.14 Version 6	il Annual Annual Other Non- Total ne Fuel Oil Energy Cost Measure Repayable Leveraged EEM 5s Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) Funding (\$) SIR	\$7,201.49 \$87,340.71	fixtures wattages range from 13W to 250W whereas the proposed fixture wattages is calculations for details.	\$87,340.71	1.53	Overall Total Leveraged Funding (\$)
Benchmarking Square Footage of School/Site: 80,336 Average Peak Demand (kW): 282	Total Annual Electric Use (kWh):713,627Total Annual Electric Charges (\$):\$143,958.00Total Annual Gas Use (therms):3,175Total Annual Gas Charges (\$):\$3,265.00Total Annual Gas Charges (\$):\$3,265.00	Total Annual Propane Charges (5):	Total Annual Fuel Oil Use (gals): Total Annual Fuel Oil Charges (\$):		Electric Utility Account #: 1/ 134295 Gas Utility: Southern California Gas Co. Gas Utility Account #: 11200894001	Demand Annual Annual Annual Annual Annual Annual Annual Savings Electric Nat. Gas Propane (kW) Savings Savings Savings Savings	Replace the existing (130) metal halide, compact fluorescent and incandescent exterior lighting fixtures with LED lighting fixtures. Energy savings will be achieved from the better efficiency of the new LED fixtures.	sscent and incandescent exterior lighting fixtures with LED lighting fixtures. The existing new LED fixtures. Please refer to the attached line by line lighting survey/energy saving	Total Annual Fuel Oil Savings \$8	Total Annual Cost Savings \$7,201.49 Savings-to-investment Ratio (SIR) Total Devicer Cost 827.340.74 Total Cost Boild Lindor BDA	Total O
Site Information       Project Start Date:     7/24/2017       Completion Date:     6/30/2018       Local Education Agency:     Capistrano Unified	LEA CDS Code: <u>30664640000000</u> School/Site Name: <u>Aliso Viejo Middle</u> School/Site CDS Code: <u>30664646111397</u>	School/Site Mailing Address: 111 Park Ave.	City: Alliso Viejo Zip Code: <u>92656-2847</u>	Energy Efficiency Project Summary Measure Savings Source: Energy audit/feasibility study	Proposition 39 Share to be used for Measure Implementation (\$): \$87,340.71	Energy Efficiency Measure	Lighting- Exterior Fixture Retrofit Replace the existing (130) metal halide, compact fluction and the schere set in the	<b>Generative Description</b> o June scope of this project involves replacing the existing (130) metal halide, compact fluorescent and incandescent exterior lighting fixtures with LED lighting fixtures. The existing fixtures wattages range from 13W to 250W whereas the proposed fixture wattages from 11W to 110W. Energy savings values will be achieved from the better efficiency of the new LED fixtures. Please refer to the attached line by line lighting survey/energy savings calculations for details.	Total Demand Savings	Total Annual Electric Savings 44,624 Total Annu Total Annual Natural Care Savings	

	👢 💦 🛴 Prop. 39 Energy Expenditure Plan System	Energy Expenditure Plan Report	June 13, 2017 - Page 12 of 18			Reminder: If the School/Site includes leased facilities, please include Building	Owner Certification in backup documentation.		Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	4.85 W/SF .07 Therms/SF Gals/SF	16.07 kwh/SF \$.07 Cost/SF Cost/SF	\$2.79 Cost/SF	Energy Costs/SF/Year: \$2.85 Energy Use(Kbtu)/SF/Year: 179.38		Version 6	Annual Annual Other Non- Total	Propane Fuel Oil Energy Cost Measure Repayable Leveraged EEM	Savings Savings (\$) Cost (\$) Rebates (\$) Funds (\$) Funding (\$)	\$6,872.09 \$79,991.46 1.58	\$25,784.17 \$279,648.77 1.67	_		es. The existing fixture wattages range from 13W to 250W. The proposed LED fixture lculation for the existing and proposed fixture details.2) Replacing the existing wall- operation of the HVAC units during weekends, after school hours, holidays and school		\$359,640.23	1.65		Overall Total Leveraged Funding (\$)
	Benchmarking	Square Footage of School/Site: 90,646	Average Peak Demand (kW): 440	Total Annual Electric Use (kWh): 1,456,450	Total Annual Electric Charges (\$): \$252,514.00	Total Annual Gas Use (therms): 6,527			Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: Southern California Edison	Electric Utility Account #: 017-8757-86	Gas Utility: Southern California Gas Co.	Gas Utility Account #: 2284194129	Demand Annual Annual	Savings Electric Nat. Gas	Savings	Replacing the existing (143) metal halide, compact fluorescent and incandescent exterior lighting fixtures with 49,546 new LED lighting fixtures. Energy savings will be achieved from the better efficiency of the new LED fixtures.	Replace the existing wall-mounted programmable thermostats with a central building automation system 179,048 1,023	(BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school breaks.		we cope of this project involves:1) Replacing the existing (143) metal halide, compact fluorescent and incandescent exterior lighting fixtures with new LED lighting fixtures. The existing fixture wattages range from 13W to 250W. The proposed LED fixture wattages range from 13W to 250W. The proposed LED fixture wattages range from 11 W to 110W. Energy savings will be achieved from the better efficiency of the new LED fixtures. Please refer to the attached line by line lighting calculation for the existing and proposed fixture details.2) Replacing the existing wall- wattgaes range from 11 W to 110W. Energy savings will be achieved from the better efficiency of the new LED fixtures. Please refer to the attached line by line lighting calculation for the existing and proposed fixture details.2) Replacing the existing wall- mounted stand-alone programmable and non-programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the HVAC units during weekends, after school hours, holidays and school breaks.		Total Annual Fuel Oil Savings	Total Annual Cost Savings \$32,656.26 Savings-to-investment Ratio (SIR)	Total Project Cost \$359,640.23 Total Cost Paid Under PPA	Total Rebates Total Other Non-Repayable Funds
Site Information		Completion Date: 6/30/2018	Local Education Agency: Capistrano Unified	LEA CDS Code: 3066464000000		School or Site Information	School/Site Name: Don Juan Avila Middle	School/Site CDS Code: 30664646117642	School/Site Mailing Address: 26278 Wood Canyon Dr.	City: Aliso Viejo	Zip Code: 92656-8060	Energy Efficiency Droject Summery		Measure Savings Source: Energy auditreasibility study		Measure Implementation (\$): \$359,540.23			Energy Efficiency Measure	ighting- Exterior Fixture Retrofit Replacing the existing (143) metal halide, co	ber Controls- Energy Management System Replace the existing wall-mounted program	(BAS). The BAS will be programmed to elimitic school breaks.	Regy Efficiency Narrative Description	we scope of this project involves:1) Replacing the existing (143) metal halide, comparties scope of this project involves:1) Replacing the existing (143) metal halide, comparting as range from 11 W to 110W. Energy savings will be achieved from the better mounted stand-alone programmable and non-programmable thermostats with a cenbreaks.	Site Project Summary	Total Demand Savings	Total Annual Electric Savings 228,594 Tot:	Total Annual Natural Gas Savings 1,023	Total Annual Propane Savings

STATE OF CALIFORNIA         CALIFORNIA ENERGY COMMISSION         Prop. 39 Energy Expenditure Plan System         Energy Expenditure Plan Report         June 13, 2017 - Page 13 of 18	Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.	Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	3.39 W/SF		\$2.46 Cost/5F Energy Crots/SF/Year: \$2.50 Energy Lice(Khtii)/SF/Year: 100.37	Version	nual Annual Annual Other Non- Total Same Fuel Oil Energy Cost Measure Repayable Leveraged EEM	Cost (\$) Rebates (\$) Funds (\$) F	\$4,730.32 \$84,824.44 1.16	\$14.572.70 \$182.180.34
Benchmarking Square Footage of School/Site: 92,504 Average Peak Demand (kW): 314	Total Annual Electric Use (kWh):830,596Total Annual Electric Charges (\$):\$227,445.00Total Annual Gas Use (therms):3,843Total Annual Gas Charges (\$):\$3,770.00Total Annual Propane Use (gals):	Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: San Diego Gas & Electric Flectric I thilty Account #: 1803083053	Gas Utility Account #: 12840715002	Demand Annual Annual Annual Annual Savings Electric Nat. Gas Propane	Savings Savings	nd CFL exterior fixtures with LED fixtures. 21,593	ient Tight HVAC Operation Schedule 63,481 679
Site Information         Project Start Date:       7/24/2017         Completion Date:       6/30/2018         Local Education Agency:       Capistrano Unified	LEA CDS Code: 30664640000000 School/Site Name: Truman Benedict Elementary School/Site CDS Code: 30664646106819	School/Site Mailing Address: 1251 Sarmentoso	City: San Clemente	Zip Code: 92673	Energy Efficiency Project Summary	Measure Savings Source: Energy audit/feasibility study	Proposition 39 Share to be used for Measure Implementation (\$): \$267,004.78		Energy Efficiency Measure	hing- Exterior Fixture Retrofit Replace the existing (73) metal halide, incandescent and CFL exterior fixtures with LED fixtures.	Controls- Energy Management System  Install Central Building Automation System and Implement Tight HVAC Operation Schedule

# Lighting-Exterior Fixture Retrofit Replace the existing (73) metal halde, incandescent and CFL exterior fixtures. 21,593 84,730.32 \$84,824.44 Image: Search of the existing (73) metal halde, incandescent and CFL exterior fixtures. Mathematication System Install Central Building Automation System and Implement Tight HVAC Operation Schedule 63,481 67,93 54,572.70 \$182,180.34 Image: Search of the existing (73) metal halde, incandescent and CFL exterior fixtures. Install central system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and implement HVAC schedule to turn off units during energy management system and solves: 1.39 \$267,004.78 Total Prop 39 Share Savings-to-investment Ratio (SIR) \$19,303.02 \$267,004.78 Total Annual Fuel Oil Savings Total Annual Cost Savings 85,074 Total Annual Electric Savings **Total Demand Savings**

Total Cost Paid Under PPA Total Other Non-Repayable Funds

Total Project Cost **Total Rebates** 

679

Total Annual Natural Gas Savings Total Annual Propane Savings

Overall Total Leveraged Funding (\$)

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION Prop. 39 Energy Expenditure Plan System Energy Expenditure Plan Report June 13, 2017 - Page 14 of 18	Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.	Energy Use Intensity Calculator	F	9.07         kwh/SF         \$.03         Cost/SF         Cost/SF           \$2.55         Cost/SF </th <th>Energy Costs/SF/Year: \$2.58 Energy Use(Kbtu)/SF/Year: 100.64</th> <th>Version 6</th> <th>Annual Annual Other Non- Total</th> <th>Propane Fuel Oil Energy Cost Measure Repayable Leveraged EEM Savings Savings Savings (\$) Cost (\$) Rebates (\$) Fundis (\$) Funding (\$) SIR</th> <th>\$22,574.57         \$115,705.18         3.12</th> <th>\$14,465.30         \$301,365.80         1.05</th> <th>Compose of this project involves:1) Replacing the existing (230) metal halide, incandescent and CFL exterior fixtures.2) Installing a new building energy management system and implement HVAC schedule to turn off units during</th> <th>\$417,070.38</th>	Energy Costs/SF/Year: \$2.58 Energy Use(Kbtu)/SF/Year: 100.64	Version 6	Annual Annual Other Non- Total	Propane Fuel Oil Energy Cost Measure Repayable Leveraged EEM Savings Savings Savings (\$) Cost (\$) Rebates (\$) Fundis (\$) Funding (\$) SIR	\$22,574.57         \$115,705.18         3.12	\$14,465.30         \$301,365.80         1.05	Compose of this project involves:1) Replacing the existing (230) metal halide, incandescent and CFL exterior fixtures.2) Installing a new building energy management system and implement HVAC schedule to turn off units during	\$417,070.38
Benchmarking ite: 114,625 W): 412	<ul> <li>(h): 1,039,523</li> <li>(\$): \$292,425.00</li> <li>is,965</li> <li>(\$): \$3,124.00</li> <li>is):</li> </ul>	(\$): 46.	.(\$): .(\$):	Bill Fiscal Year: 2015-16 Electric Utility: San Diego Gas & Electric	Account #: 1545337872 Gas Utility: Southern California Gas Co.	it #: 19215828336	Annual Annual	Savings Electric Nat. Gas Pro (kW) Savings Savings Sav	100,311	62,327 557	ktures.2) Installing a new building energy ma	Total Prop 39 Share
Benchrr Square Footage of School/Site: 114,625 Average Peak Demand (kW): 412	Total Annual Electric Use (kWh): 1,039,523       Total Annual Electric Charges (\$): \$292,425.00       Total Annual Gas Use (therms): 3,965       Total Annual Gas Use (therms): 2,124.00       Total Annual Propane Use (gals):	Total Annual Propane Charges (\$): Total Annual Eucl Oil Head Arabay	Total Annual Fuel Oil Charges (\$): Total Annual Fuel Oil Charges (\$):	Energy	Electric Utility	Gas Utility Account #:		Description	etal halide, incandescent and CFL exterior lighting fixtures with LED fixtures	ilding Automation System and Implement Tight HVAC Operation Schedule	30) metal halide, incandescent and CFL exterior fixtures with LED fiv	Total Annual Fuel Oil Savings
Site InformationProject Start Date:8/28/2017Completion Date:6/30/2018Local Education Agency:Capistrano Unified	LEA CDS Code:       30664640000000         School/Site Name:       Las Flores Middle         School/Site CDS Code:       30664646117725	School/Site Mailing Address: 25862 Antonio Pkwy. City: Los Flores	Zip Code: 92688	Energy Efficiency Project Summary	Measure savings source. Errergy audioreasionity study Proposition 39 Share to be used for	Measure Implementation (\$): \$417,070.98		Energy Efficiency Measure	Lighting- Exterior Fixture Retrofit Replace (230) mel	Histocontrols- Energy Management System Install Central Bull	ପ୍ରଥିଲିକ scope of this project involves:1) Replacing the existing (2ର ୁକ୍ଟାଆହୁkends, after school hours, holidays and school breaks.	Total Demand Savings

## Overall Total Leveraged Funding (\$) 1.62 \$417,070.98 Total Prop 39 Share Total Cost Paid Under PPA Total Other Non-Repayable Funds Savings-to-investment Ratio (SIR) \$37,039.87 \$417,070.98 Total Annual Cost Savings Total Project Cost Total Annual Fuel Oil Savings **Total Rebates** 162,638 557 Total Annual Electric Savings Total Annual Natural Gas Savings **Total Demand Savings** Total Annual Propane Savings

	🔣 💦 👖 Prop. 39 Energy Expenditure Plan System	Energy Expenditure Plan Report	June 13, 2017 - Page 15 of 18			Reminder: If the School/Site includes leased facilities, please include Building	Owner Certification in backup documentation.		Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	3.68 W/SF	10.08 kWh/SF \$.03 Cost/SF Cost/SF	\$2.66 Cost/SF	Energy Costs/SF/Year: \$2.69 Energy Use(Kbtu)/SF/Year: 110.47		Version 6	Annual Annual Other Non- Total	Euel Oil Energy Cost Measure Renavable Leveraged EEM	Savings (\$) Cost (\$) Rebates (\$) Funds (\$) Funding (\$)	\$16,099.86 \$139,956.85 1.99	\$24,146.30 \$454,678.45		xtures. The existing fixture wattages range from 59W to 458W. The proposed fixture wattages range from 10W to ation of water-source heat pump system (WSHP) and air-cooled outdoor heat pump units. The WSHP system programmable thermostats. These thermostats are programmed to operate the HVAC units from 7am to 4pm lay on weekends. As part of this measure, a centralized building automation system (BAS) will be installed to y on weekends, after 4pm of school days, all day on holidays and school breaks.		5.30	1.32		Overall Total Leveraged Funding (\$)
	Benchmarking	Square Footage of School/Site: 94,315	Average Peak Demand (kW): 347	Total Annual Electric Use (kWh): 950,676	Total Annual Electric Charges (\$): \$250,753.00	Total Annual Gas Use (therms): 2,311	Total Annual Gas Charges (\$): \$2,613.00	Total Annual Propane Use (gals):	Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: San Diego Gas & Electric	Electric Utility Account #: 2732080609	Gas Utility: Southern California Gas Co.	Gas Utility Account #: 10880931000	Demand Annual Annual Annual	Savinøs Flectric Nat Gas Propane	Savings Savings Savings	Replace 152 metal halide, incandescent and T8 strip fixtures with 152 LED fixtures with various wattages 76,299	Replace the existing programmable thermostats with new building automation system to shut off the HVAC 113,489 176 units during unoccupied hours				Total Annual Fuel Oil Savings \$594,635.30	Total Annual Cost Savings \$40,246.16 Savings-to-investment Ratio (SIR)	Total Project Cost \$594,635.30 Total Cost Paid Under PPA	Total Rebates Total Other Non-Repayable Funds
Site Information	Project Start Date: 7/25/2017	Completion Date: 6/30/2018	Local Education Agency: Capistrano Unified	LEA CDS Code: 30664640000000		School or Site Information	School/Site Name: Niguel Hills Middle	School/Site CDS Code: 30664646095095	School/Site Mailing Address: 29070 Paseo Escuela	City: Laguna Niguel	Zip Code: 92677	Charact Efficiency Decised Comments		Measure Savings Source: Energy auditreasibility study		Measure implementation (\$): \$334,833.30			Energy Efficiency Measure	Lighting- Exterior Fixture Retrofit Replace 152 metal halide, incandescent and T8 str	Hard Controls - Energy Management System Replace the existing programmable thermostats wi units during unoccupied hours	o chiercy Refliciency Narrative Description	Active and the strip project involves replacing the existing (152) metal halide, incandescent, and T8 strip exterior lighting fixtures with LED lighting fixtures. The building in the school are conditioned with a combin of 20W. Energy savings will be achieved from the better efficiency of the new LED fixtures. The building in the school are conditioned with a combin of 20W. Energy savings will be achieved from the better efficiency of the new LED fixtures. The building in the school are conditioned with a combin of 20W. Seekes the permanent buildings while the air-cooled heat pumps serve the portable buildings. Both systems are controlled by means of individual weekdays throughout the year including breaks and holidays. The thermostats are programmed to shut off the units at 4pm on weekdays and all control the HVAC units of the school. The BAS will be programmed to operate the HVAC units occupied hours only and turn them off all de from eliminating space conditioning during unoccupied hours such as holidays and school breaks.	Site Project Summary	Total Demand Savings Total Annual	Total Annual Electric Savings 189,788 Total Ann	Total Annual Natural Gas Savings 176 To	Total Annual Propane Savings

STATE OF CALIFORNIA         CALIFORNIA ENERGY COMMISSION         Prop. 39 Energy Expenditure Plan System         Energy Expenditure Plan Report         June 13, 2017 - Page 16 of 18	Reminder: If the School/Site includes leased facilities. please include Building	Owner Certification in backup documentation.	Electricity Natural Gas Other Fuels 2.67 w/sc 0.0 Therms/Sc Gale /sc	W/JI	Versio	Annual Annual Annual Other Non- Total Other Non- Total Propane Fuel Oil Energy Cost Measure Repayable Leveraged EEM Savings Savings Savings (\$) Cost (\$) Rebates (\$) Fundis (\$) Funding (\$) SIR	\$9,710.68         \$94,073.91         1.82	ange from 50W to 250W. The proposed fixture wattages range from 11W to 110W.	\$94,073.91	1.82		Overall Total Leveraged Funding (\$)
Benchmarking Square Footage of School/Site: 81,800 Average Peak Demand (kW): 218			Total Annual Fuel Oil Use (gals): Total Annual Fuel Oil Charree (\$):	Electric Utility: 2015-16 Electric Utility: Southern California Edison	Gas Utility Account #: 14310695003	Demand Annual Annual An Savings Electric Nat. Gas Pro Description (kW) Savings Savings Sav	Replace the existing (121) metal halide and incandescent exterior lighting fixtures with LED lighting fixtures. 49,051 Energy savings will be achieved from the better efficiency of the new LED fixtures.	y Narrative Description project involves replacing the existing fixtures with LED lighting fixtures. The existing fixture wattages range from 50W to 250W. The proposed fixture wattages range from 11W to 110W ill be achieved from the better efficiency of the new LED fixtures.	Total Annual Fuel Oil Savings	Saving	Total Project Cost \$94,073.91 Total Cost Paid Under PPA	Total Rebates Total Other Non-Repayable Funds
Site Information       Project Start Date:     7/24/2017       Completion Date:     6/30/2018       Local Education Agency:     Capistrano Unified	LEA CDS Code: 3066464000000 School or Site Information	School/Site Name: Shorecliffs Middle School/Site CDS Code: <u>30664646097406</u> School/Site Mailing Address: <u>240 Via Socorro</u>	City: San Clemente Zip Code: 92672-3714	Energy Efficiency Project Summary Measure Savings Source: Energy audit/feasibility study	Proposition 39 Share to be used for Measure Implementation (\$): \$94,073.91	Energy Efficiency Measure		Are the second of the second	Control of the second servings Total Demand Savings	49,051	Total Annual Natural Gas Savings	Total Annual Propane Savings

	SY COMMISSION ure Plan System Report of 18 de Building de Building de Building Cost/SF Cost/SF Cost/SF Cost/SF Cost/SF Cost/SF Cost/SF Cost/SF Cost/SF SIR Funding (\$) SIR Funding (\$) SIR Funding (\$) SIR	CALIFORNIA ENERGY COMMISSION         Prop. 39 Energy Expenditure Plan System         Energy Expenditure Plan System         June 13, 2017 - Page 17 of 18         June 13, 2017 - Page 17 of 18         June 13, 2017 - Page 17 of 18         I backup documentation.         Antural Gas         Other Fuels         Natural Gas         Other Fuels         Other Fuels         Cost/SF         Cost/SF         Cost/SF         Cost/SF         Cost/SF         Rebates (\$)         Rebates (\$)         Funds (\$)         Rebates (\$)         Funds (\$)         Funding (\$)         SIR         SIR         Proveraged         Etends (\$)         Funding (\$)         SIR         SIR	e School/Site includes Dwner Certification in l bwner Certification in l Energy icity	Reminder: If th C C C 3.82 9.17 H Electr 52.62 Energy C Energy C Energy C 54.5	Annual Savings	Co. Savings 349	g s & Electri Annual Electric SavingSa	anchmarkin, 2,013 2,01,951 301,951 771,431.00 560 15-16 115-16 115-16 115-16 115-16 012409 012409 012409 012409 012409 012409 012409 012409	Square Footage of School/Site:         Average Peak Demand (kW):         Total Annual Electric Use (kWh):         Total Annual Electric Use (kWh):         Total Annual Electric Use (kWh):         Total Annual Gas Use (therms):         Total Annual Gas Charges (\$):         Total Annual Fuel Oil Use (gals):         Summary       Electric Utility Account #:         Gas Utility:         Gas Utility:         Gas Utility:         Gas Utility:         Gas Utility:         Gas Utility:         Gas Utility Account #:         Bescription         g (95) metal halide, compact fluorescent and incandescent exterior lighting fixtures with central building automation system (BAS)	7/24/2017 6/30/2018 Capistrano Unified 30664640000000 School or Site Information Ladera Ranch Elementary 30664640100909 29551 Sienna Pkwy. Ladera Ranch 92694-0789 92694-0789 Energy Efficiency Project \$ Energy audit/feasibility study \$154,542.16 Replace the existing LED fixtures. Replace the existing	Project Start Date: 7/2 Completion Date: 6/3 LEA CDS Code: 3066 LEA CDS Code: 3066 School/Site Name: Lader School/Site CDS Code: 3066 School/Site Mailing Address: 2955 City: Lader School/Site Mailing Address: 2956 City: Lader Measure Savings Source: Energ Measure Implementation (\$): 5154, Measure Implementation (\$): 5154, Energy Efficiency Measure Lighting- Exterior Fixture Retrofit
			667.65 \$48,581.03	\$17,6		349	75,839		ted programmable thermostats with central building automation system (BAS)	Replace wall-mount	best Controls- Energy Management System
Management System Replace wall-mounted programmable thermostats with central building automation system (BAS) 75,839 349 \$17,667.65 \$48,581.03	6.		\$	\$4,5			19,732		g (95) metal halide, compact fluorescent and incandescent exterior lighting fixtures w	Replace the existing LED fixtures.	Lighting- Exterior Fixture Retrofit
2	-				Savings		Savings	(kW)	Description	-	
(\$) 2I								Savings			
ed EE (\$) SI 5	Total	Other Non-	lual		Annual	Annual		Demand			
ed EE (\$) SI								012409	Gas Utility Account #:	042.10	
sion 6 (\$) sion 6 (\$) sion 6 (\$) sion 6 (\$) si (\$)						Co.	ornia Gas	outhern Califo	Gas Utility:	E 40 4 E	Proposition 39 Share to be used for
sion 6 (\$) SI				Energy C				78424814		yy auulviedsioilliy siuuy	
100.44 sion 6 si			Cost/SF			С	s & Electri			w oudit/foocibility ctudy	
100.41 sion ( (\$) si (\$) 5	Cost/SF							15-16		nv Efficiency Project S	Ener
Cost/SF           100.4l           sion         €           ed         EE           (\$)         Si	Gals/SF								Total Annual Fuel Oil Charges (\$):	4-0789	Zip Code: 9269.
aals/SF asion 6 sion 6 (5) 51 5 5 5 5 5 5 5 5 5 5 5 5 5	Other Fuels	Natural Gas	icity	Electr					Total Annual Fuel Oil Use (gals):	a Ranch	City: Lade
uels aats/SF aats/SF aats/SF 100.44 sion 6 (\$) 51 5 5		Use Intensity Calculator	Energy						Total Annual Propane Charges (\$):	1 Sienna Pkwy.	School/Site Mailing Address: 2955
uels Sals/SF Cost/SF Sost/SF alson 6 sion 6 (\$) SI 5 5									Total Annual Propane Use (gals):	4640100909	School/Site CDS Code: 3066
als/SF als/SF cost/SF 100.44 sion 6 (\$) SI 5 5	,	backup documentation.	Owner Certification in	U				,147.00	Total Annual Gas Charges (\$):	a Ranch Elementary	School/Site Name: Lade
	de Building	s leased facilities, please incluc	ie School/Site includes	Reminder: If th				000.104.100		ol or Site Information	Scho
uels aals/SF aals/SF cost/SF 100.44 100.41 5 5								301,951	Total Annual Electric Use (kWh).	464000000	LEA CDS Code: 3066
	of 18	lune 13, 2017 - Page 17 o	7					5	Average Peak Demand (kW):	strano Unified	
	Report	Energy Expenditure Plan F						2,013	Square Footage of School/Site:	0/2018	
uels 3als/SF 3als/SF 3als/SF 100.41 (\$) 51 (\$) 51 5	ure Plan System	rop. 39 Energy Expenditu					0	enchmarking		:4/2017	
ystem uels aals/SF cost/SF sion 6 (\$) SI	<b>3Y COMMISSION</b>	<b>CALIFORNIA ENERG</b>									OIG

				Overall Total Leveraged Funding (\$)
	\$154,542.16	2.39		
	Total Prop 39 Share	Savings-to-investment Ratio (SIR)	Total Cost Paid Under PPA	Total Other Non-Repayable Funds
		\$22,171.09	\$154,542.16	
	Total Annual Fuel Oil Savings	Total Annual Cost Savings	Total Project Cost	Total Rebates
		95,571	349	
Site Project Summary	Total Demand Savings	Total Annual Electric Savings	Total Annual Natural Gas Savings	Total Annual Propane Savings

STATE OF CALIFORNIA         CALIFORNIA ENERGY COMMISSION         Prop. 39 Energy Expenditure Plan System         Energy Expenditure Plan Report	June 13, 2017 - Page 18 of 18		Reminder: If the School/Site includes leased facilities, please include Building	Owner Certification in backup documentation.		Energy Use Intensity Calculator	Electricity Natural Gas Other Fuels	3.94 W/SF 11 Therms/SF Gals/SF	12.22 kwh/SF \$.10 Cost/SF Cost/SF	\$2.98 Cost/SF	Energy Costs/SF/Year: \$3.09 Energy Use(kbtu)/SF/Year: 142.45		Version 6	ual Annual Annual Other Non- Total	ane Fuel Oil Energy Cost Measure Repayable Leveraged EEM
Benchmarking Square Footage of School/Site: 117,886	Average Peak Demand (kW): 464	Total Annual Electric Use (kWh): 1,440,775	Total Annual Electric Charges (\$): \$351,726.00 Total Annual Gas Use (therms): 13,536	Total Annual Gas Charges (\$): \$12,217.00	Total Annual Propane Use (gals):	Total Annual Propane Charges (\$):	Total Annual Fuel Oil Use (gals):	Total Annual Fuel Oil Charges (\$):	Energy Bill Fiscal Year: 2015-16	Electric Utility: San Diego Gas & Electric	Electric Utility Account #: 8133740564	Gas Utility: Southern California Gas Co.	Gas Utility Account #: 19300875002	Demand Annual Annual Annual	Savings Electric Nat. Gas Propane
Site Information           Project Start Date:         7/25/2017           Completion Date:         6/30/2018	Local Education Agency: Capistrano Unified	LEA CDS Code: 3066464000000	School or Site Information	School/Site Name: Del Obispo Elementary	School/Site CDS Code: 30664646094619	School/Site Mailing Address: 25591 Camino del Avion	City: San Juan Capistrano	Zip Code: 92675-4328	Energy Efficiency Droject Summary		ineasure saviilgs source: Eritergy audivieasionity study	Proposition 39 Share to be used for Measure Immementation /৫). \$308 696 08			

		Savings Electric	ic Nat. Gas	Propane	Fuel Oil E	Energy Cost	Measure		Repayable	Leveraged	EEM
Energy Efficiency Measure	Description	(kW) Savings	gs Savings	Savings	Savings	Savings (\$)	Cost (\$)	Rebates (\$)	Funds (\$)	Funding (\$)	SIR
Lighting- Exterior Fixture Retrofit	Replacing the existing (55) compact fluorescent lighting fixtures with LED lighting fixtures.	10,841	41			\$2,117.23	\$82,620.53				.73
Here Hards- Energy Management System	Replace the existing programmable thermostats with new building automation system to shut off the HVAC	137,796	96 780			\$27,615.32 \$226,075.55	\$226,075.55				2.09
	units during unoccupied hours.	-			-		-	-		-	-
1.5											

Structure Secret Parative Description (55) compact fluorescent lighting fixtures with LED lighting fixtures. The existing fixture wattages range from 42W to 69W. The proposed LED fixture wattages range from 10 W to 60W. Energy savings active active drom the better efficiency of the new LED fixtures. 2) Replacing the existing wall-mounted stand-alone programmable thermostats with a central building automation system (BAS). The BAS will be programmed to eliminate the operation of the project involves, after school hours, holidays and school breaks.

\$308,696.08	1.73	
Total Prop 39 Share \$308,696.08	Savings-to-investment Ratio (SIR)	Total Cost Paid Under PPA
	\$29,732.55	\$308,696.08
Total Annual Fuel Oil Savings	Total Annual Cost Savings	Total Project Cost
	148,637	780
Total Demand Savings	Total Annual Electric Savings	Total Annual Natural Gas Savings

Overall Total Leveraged Funding (\$)

Total Other Non-Repayable Funds

**Total Rebates** 

**Total Annual Propane Savings** 

## Attachment E



#### ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into, as of\_\_\_\_\_\_, 2017 by and between: the Capistrano Unified School District, whose address is [insert District HQ address], hereinafter called "District"; [insert name of contractor], whose address is \_\_\_\_\_\_, hereinafter called "Contractor"; and [insert name of escrow company], whose address is \_\_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the District, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for [insert project name] in the amount of \_\_\_\_\_\_, dated \_\_\_\_\_\_, 2017 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agency shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of [insert "n/a" if this option is not used], and shall designate the Contractor as the beneficial owner.
- (2) The District shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The District shall have a right to draw upon the securities or the funds in the account if the District declares in writing a default by the Contractor. Upon seven days' written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and/or shall distribute the funds in the account as instructed by the District.
- (8) Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less Escrow fees and charges of the Escrow Account. The Escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.



- (9) Escrow Agent shall rely on the written notification from the District and the Contractor pursuant to Sections (5) through (8), inclusive, of this Agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth following:

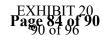
On behalf of District:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
2	C
Address	Address
	On helplif of Decision Accord
	On behalf of Escrow Agent:
	Title
	Name
	Signature
At the time the Escrow Account is opened, the District and Co	-
counterpart of this Agreement.	infactor shall deriver to the Escrow Agent a fully executed
IN WITNESS WHEREOF, the parties have executed this Agreen	nent by their proper officers on the date first set forth above
On behalf of District:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address
	On behalf of Escrow Agent:
	6

Name

Title

Signature

## Attachment F



#### PAYMENT BOND

(Public Work – Civil Code Sections 9550 through 9566) (To be submitted before any construction work begins)

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the CAPISTRANO	UNIFIED SCHOOL DISTRICT ("District") by action of its Governing
Board on	, 2017, has awarded Contract Number
("Contract") to the undersigned	as Principal ("Principal") to perform the work
("Work") for the following project(s);	

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

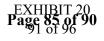
NOW THEREFORE, we, the Principal and	_	(	"Surety"),
an admitted surety insurer pursuant to Code of Civil Procedure, S	ection 995.120, are	held and firmly	bound unto
District in the penal sum of	Dollars (\$	) [enter	the Lump
Sum Amount], this amount being not less than one hundred perce	cent (100%) of the t	otal sum payabl	le by District
under the Contract at the time the Contract is awarded by Distr	ict to the Principal,	lawful money o	f the United
States of America, for the payment of which sum well and tru	ly to be made, we,	Principal and	Surety, bind
ourselves, our heirs, executors, administrators, successors and	assigns, jointly an	d severally, firm	nly by these
presents.			

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by District or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and



severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

	(Proper name of Bidder)
(Corporate Seal of Principal, if Corporation)	By:
. ,	Signature of Bidder
	Print or type Bidder's Name
	Print or type Bidder's Address
	Finit of type bluder's Address
(Corporate Seal of Surety)	
	Surety
	By:
	Attorney-in-Fact
(Attach Attorney-in-Fact Certificate and Required Acknowledgments)	
	Name and Address of California Agent of Surety
	Telephone Number of California Agent of Surety

<u>Note</u>: Notary acknowledgment for Surety and Surety's Power of Attorney must be included or attached

## This is a Mandatory Form and cannot be altered by the Principal or the Surety.



## Attachment G



#### PERFORMANCE BOND – Public Works Project

#### (to be submitted before any construction work begins)

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Capistrano Unified School District ("District"), by action of its Governing Board on insert board approval date, has awarded Contract Number insert contract number ("Contract") to the undersigned insert contractor name as Principal ("Principal") to perform the work and services ("Work") for the following project: insert name and numbers, which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract to furnish a performance bond for the prompt, competent and faithful performance of all the undertakings, terms, covenants, conditions and agreements of the Contract, said Contract incorporated herein by this reference;

NOW THEREFORE, we, the Principal and insert surety name ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum spell out contract value (insert contract value numbers), this amount being not less than one hundred percent (100%) of the amount of the Contract payable by District under the Contract at the time the Contract is awarded by the District to the Principal, and/or as otherwise increased and/or decreased by change order to the Contract ("Penal Sum"), lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by District, shall in all things stand to and abide by and well and truly keep and perform in a prompt, competent, and faithful manner, all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by District, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by District in writing to be in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Sum Payable" (as hereinafter defined); subject to the penal amount of this bond. The term "Balance of the Contract Sum Payable," as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and



any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than District or its successors or assigns.

In the event an arbitration or other legal proceeding or arbitration is brought upon this bond and an award or judgment is entered in favor of District as the prevailing party against Surety or in favor of Surety as prevailing party against District, such prevailing party, whether District or Surety, shall pay all costs and attorney's fees incurred by the prevailing party, even if such amounts exceed the Penal Sum of this Bond. The foregoing is not intended to confer, and nothing stated herein or elsewhere in this bond or in any other document executed in connection with the issuance of this bond shall be interpreted as conferring upon the District or Principal the right of recovery of costs or attorney's fees from or against the other that are incurred in any arbitration or other legal proceeding brought by District against Principal or by Principal against District, whether or not Surety is also a party to such arbitration or other legal proceeding.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

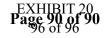
Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

	(Proper name of Bidder)
(Corporate Seal of Principal, if Corporation)	By:
	Signature of Bidder
	Print or type Bidder's Name
	Print or type Bidder's Address
(Corporate Seal of Surety)	Surety By:
	Attorney-in-Fact
(Attach Attorney-in-Fact Certificate and Required Acknowledgments)	
	Name and Address of California Agent of Surety
	Telephone Number of California Agent of Surety

<u>Note</u>: Notary acknowledgment for Surety and Surety's Power of Attorney must be included or attached

This is a mandatory form and cannot be altered by the Principal or Surety.



#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Stacy Yogi, Executive Director, State and Federal Programs
Date:	October 11, 2017
Board Item:	Resolution No. 1718-18, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2017-2018

#### **HISTORY**

The following Resolution is a mandatory annual Board item.

#### **BACKGROUND INFORMATION**

Education Code § 60119 specifies a public hearing shall be held in order to receive funding for the Pupil Textbook and/or Instructional Materials Realignment Program and encourages participation by parents, teachers, members of the community and bargaining unit leaders. Education Code § 60252 specifies all purchases of instructional materials made from State Instructional Materials Fund shall conform to the law and applicable rules and regulations. Additional instructional materials are purchased if necessary. All Principals verify that each student has sufficient textbooks and completes a verification form and submits it to Education Services. Forms are available for review in the Instructional Materials Center (IMC), Education Services.

#### **CURRENT CONSIDERATIONS**

The Board of Trustees shall make a determination through a resolution as to whether each pupil in each school in the District has sufficient textbooks and/or instructional materials in each of the following subject areas: English/Language Arts, History/Social Science, Health, Mathematics, Science, World Languages and science laboratory equipment.

#### FINANCIAL IMPLICATIONS

None

#### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees adopt the Resolution No.1718-18, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2017-2018.

**PREPARED BY:** Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

Page 2 of 2 EXHIBIT 21 2 of 29

#### RESOLUTION OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT GOVERNING

#### BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS

#### AND INSTRUCTIONAL MATERIALS FOR 2017-18

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing was held on October 11, 2017 at seven o'clock, which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,

(iii) History-social science,

(iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2017-18 school year, the Capistrano Unified School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2017-18 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES:Members:NOES:Members:ABSENT:Members:STATE OF CALIFORNIA)COUNTY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by the \_\_\_\_\_\_ at a regular meeting of the said board held at \_\_\_\_\_\_, California on the 11<sup>th</sup> day of October, 2017.

ATTEST:

, President

, Secretary

Resolution #1718-18

#### Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119 Elementary School Level – 2017-18

ESSENTIAL				PURCHASED		TO USE	
COMPONENT OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO	
English school/district Language provides	The elementary school has distributed to students the district's selection of standards-	К	Х		W		
	aligned ELA/ELD textbooks or instructional materials.	1	Х		W		
Arts/English	standards-	SBE-adopted Basic Programs (Program 1) for ELA/ELD include:	2	Х		W	
Language	aligned core	Amplify Education, Inc., Amplify ELA: California Edition, 2015, Gr. 6–8	3	Х		W/B	
Development (ELA/ELD)	instructional materials,	EMC Publishing, LLC, <i>Mirrors &amp; Windows: Connecting with Literature</i> , 2015, Gr. 6–8 McGraw-Hill School Education, <i>Reading Wonders</i> , 2015, Gr. K–6	4	Х		B/W	
Instructional	and/or	McGraw-Hill School Education, StudySync, 2015, Gr. 6–8	5	Х		B/W	
Materials	accelerated	Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, CA Pearson	6				
	interventions, in ELA/ELD for each pupil to use in class and to take home.	System of Courses, 2015, Gr. K–8 The College Board – SpringBoard, SpringBoard, English Language Arts, 2015, Gr. 7–8 SBE-adopted Basic Programs with English Language Development (Program 2) for ELA/ELD include: Amplify Education, Inc., Amplify ELA: California Edition and Amplify ELD: California Edition, 2015, Gr. 6–8 Senchmark Education Company, Benchmark Advance, 2015, Gr. K–6 Houghton Mifflin Harcourt, Houghton Mifflin Harcourt California Journeys ©2017, Gr. K–5 Houghton Mifflin Harcourt, Houghton Mifflin Harcourt California Journeys-Collections ©2017, Gr. K–6 Houghton Mifflin Harcourt, Houghton Mifflin Harcourt California Collections ©2017, Gr. 6–8 McGraw-Hill School Education, Reading Wonders, 2015, Gr. K–6 McGraw-Hill School Education, StudySync, 2015, Gr. K–6 SBE-adopted Primary Language Programs with English Language Arts & English Language Development, 2015, Gr. 7–8 SBE-adopted Primary Language Programs with English Language Development (Program 3) for ELA/ELD include: Benchmark Education Company, Benchmark Adelante, 2015, Gr. K–6 McGraw-Hill School Education, Lectura Maravillas, 2015 Gr. K–6	Commen SPLIT AE W = REAI B = BENO Note: Th Specializ http://ww provides accessib disabilitie Note: Ple Educatio 60119 ar	e Clearin chmark chmark ed Media w.cde.ca instructio le format es. ease see n Code s	nghouse a and T a.gov/re onal ma ts for str Californ sections	e for echnolo / <u>pn/sm</u> iterials ir udents v nia i 1240,	n

ESSENTIAL				PURCH	IASED	TO U	ISE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
ELA/ELD	School/district	The elementary school has distributed to students the district's selection of standards-	К		Х		
Instructional	provides	aligned ELA/ELD textbooks or instructional materials.	1		Х		
Materials	standards-	SBE-adopted Intervention Programs (Program 4) for ELA/ELD include:	2		Х		
(cont.)	aligned core instructional	McGraw-Hill School Education, <i>FLEX Literacy</i> , 2015, Gr. 4–8	3		Х		
	materials,	National Geographic Learning/Cengage Learning, <i>Inside</i> , 2015, Gr. 4–8	4		Х		
	and/or	Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, <i>CA Pearson iLit,</i> 2015, Gr. 4–8	5		Х		
	accelerated	HMH Intervention Solutions (formerly Scholastic, Inc.), California Read 180	6				
	interventions, in ELA/ELD for each pupil to use in class and to take home.	Universal System, 2015, Gr. 4–8         ○ Voyager Sopris Learning, Inc., LANGUAGE! Live California, 2015, Gr. 4–8         SBE-adopted Intervention Programs for English Learners (Program 5) for         ELA/ELD include:         ○ Houghton Mifflin Harcourt, Houghton Mifflin Harcourt California Escalate English         © 2017, 2015, Gr. 4–8         ○ Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, CA Pearson iLit         ELL, 2015, Gr. 4–8         ○ HMH Intervention Solutions (formerly Scholastic, Inc.), California English 3D Course A and Course B System, 2015, Gr. 4–8         ○ Alternative Current Materials         The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to Education Code Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.	Note: The Specializ http://ww provides accessibl disabilitie Note: Ple Education			echnolo ( <u>pn/sm</u> terials ir udents v nia 1240,	า

ESSENTIAL				PURCH	IASED	TO USE	
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
Mathematics	School/district	The elementary school has distributed to students the district's selection of	К	Х		Х	
Instructional	provides	standards-aligned mathematics textbooks or instructional materials.	1	Х		Х	
Materials	standards- aligned core	SBE-adopted Basic Grade-Level Mathematics Programs include:	2	Х		Х	
	instructional	Agile Mind, Common Core Middle School Mathematics, 2014, Gr. 6–8 Big Ideas Learning, Big Ideas Math, 2014, Gr. 6–8	3	Х		Х	
	materials in	Center for Mathematics and Teaching, <i>Math Links</i> , 2014, Gr. 8	4	Х		Х	
	mathematics	CPM Educational Programs, Core Connections, Courses 1-3, 2014, Gr. 6–8	5	Х		Х	
	for each pupil to use in	Edgenuity, Inc., <i>Edgenuity California Common Core Mathematics,</i> 2014, Gr. 6–8	6				
	class and to take home.	<ul> <li>Houghton Mifflin Harcourt, <i>Go Math!</i>, 2014, Gr. K–6</li> <li>Houghton Mifflin Harcourt, <i>Go Math!</i>, 2014, Gr. 6–8</li> <li>Houghton Mifflin Harcourt, <i>Math Expressions</i>, 2014, Gr. K–6</li> <li>Houghton Mifflin Harcourt, <i>Math in Focus</i>, 2014, Gr. K–8</li> <li>McGraw-Hill, <i>California Math</i>, <i>Courses</i> 1-3, 2014, Gr. 6–8</li> <li>McGraw-Hill, <i>Glencoe Math Accelerated</i>, 2014, Gr. 7</li> <li>McGraw-Hill, <i>Glencoe Math Accelerated</i>, 2014, Gr. K–5</li> <li>Pearson, <i>Common Core System of Courses</i>, 2014, Gr. K–8</li> <li>Pearson, <i>CA Digits</i>, 2014, Gr. 6–8</li> <li>Pearson Scott Foresman, <i>enVision Math</i>, 2014, Gr. K–6</li> <li>Perfection Learning, <i>Kinetic Pre-Algebra</i>, 2014, Gr. 8</li> <li>Reasoning Mind, <i>Reasoning Mind Algebra Readiness Program</i>, 2014, Gr. 2–6</li> <li>The College Board, <i>SpringBoard Mathematics</i>, 2014, Gr. 6–8</li> <li>TPS Publishing, Inc., <i>Creative Core Curriculum for Mathematics with STEM</i>, <i>Literacy and Arts</i>, 2014, Gr. K–8</li> <li>Triumph Learning., <i>Common Core Math Curriculum</i>, 2014, Gr. 6–8</li> <li>Alternative Current Materials</li> <li>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to <i>Education Code</i> Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</li> </ul>	Commen Note: Th Specializ at http:// provides accessib with disa Note: Ple Educatic 60119 at	e Cleari zed Med instruct le forma abilities. ease see on Code	ia and T <u>e.ca.gov</u> ional ma its for st e Califor sections	echno <u>v/re/pn/</u> aterials udents nia s 1240	/ <u>sm</u> s in s

ESSENTIAL			PURCHASED		точ	USE
COMPONENT OBJECTIV	E Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
Mathematics School/dis		К		Х		
Instructional provides	standards-aligned mathematics textbooks or instructional materials.	1		Х		<u> </u>
Materials standards- (cont.) aligned con		2		Х		<b> </b>
instruction		3		X X		
materials in	Aleks Corporation, CA Algebra 1, 2014, Gr. Algebra 1	4 5		X		
mathemati		6		~		
for each pu to use in class and t take home	Houghton Mifflin Harcourt, Algebra 1: Analyze, Connect, Explore California,	6 Comment Note: Th Specializ at <u>http://v</u> provides accessib with disa Note: Ple Educatio 60119 at	e Clear zed Mec <u>www.cd</u> instruct le forma ibilities. ease se on Code	lia and e.ca.go tional m ats for s e Califo section	Techno v/re/pn aterials tudents rnia s 1240	/ <u>sm</u> s in s

ESSENTIAL				PURCH	IASED	τοι	JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
History–	School/district	The elementary school has distributed to students the district's selection of	К	Х		Х	
Social	provides	standards-aligned history-social science textbooks or instructional materials.	1	Х		Х	
Science Instructional	standards- aligned core	SBE-adopted history-social science programs include:	2	Х		Х	
Materials	instructional	Glencoe/McGraw-Hill, <i>Glencoe Discovering Our Past*</i> , 2006,	3	Х		Х	
materiale	materials in	Gr. 6–8	4	Х		Х	
	history-social	Holt, Rinehart and Winston, <i>Holt California Social Studies</i> *, 2006, Gr. 6–8	5	Х		Х	
	science for each pupil to	Houghton Mifflin, <i>Houghton Mifflin Social Science*,</i> 2007, Gr. K–6	6 Commer				
	use in class and to take home.	<ul> <li>Macmillan/McGraw-Hill, <i>California Vistas*</i>, 2007, Gr. K–6</li> <li>McDougal Littell, <i>McDougal Littell California Middle School Social Studies Series*</i>, 2006, Gr. 6–8</li> <li>Oxford University Press, <i>Oxford History-Social Science Program for California</i>, 2005, Gr. 5–8</li> <li>Pearson Prentice Hall, <i>Prentice Hall Social Studies</i>, 2006, Gr. 6–8</li> <li>⊠ Pearson Scott Foresman, <i>Scott Foresman History-Social Science for California*</i>, 2006, Gr. K–5</li> <li>Teachers' Curriculum Institute, <i>History Alive! California Middle Schools Program*</i>, 2005, Gr. 6–8</li> <li>*Available in Spanish as alternate format.</li> <li>Alternative Current Materials</li> <li>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to <i>Education Code</i> Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</li> </ul>	Note: Th Specializ at http:// provides accessib with disa Note: Plo Educatio 60119 a	zed Med www.cde instruct ble forma abilities. ease see on Code	ia and T e.ca.gov ional ma ats for si e Califor section	Fechno <u>//re/pn/</u> aterials tudents rnia s 1240	/ <u>sm</u> ; in

ESSENTIAL				PURCH	IASED	τοι	JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
Science	School/district	The elementary school has distributed to students the district's selection	К	Х		Х	
Instructional	provides	of standards-aligned science textbooks or instructional materials.	1	Х		Х	
Materials	standards-	SBE-adopted science programs include:	2	Х		Х	
	aligned core instructional	CPO Science, Focus on Earth, Life, and Physical Science*, 2007,	3	Х		Х	
	materials in	Gr. 6–8	4	Х		Х	
	science for each	Delta Education, <i>Full Option Science System,</i> 2007, Gr. K–5	5	Х		Х	
	pupil to use in class and to take	Gr. 6-8	6				
	class and to take home.	<ul> <li>☐ Harcourt School Publishers, <i>California Science*</i>, 2008, Gr. K–6</li> <li>☐ Holt, Rinehart and Winston, <i>Holt California Science: Earth, Life, and Physical Science*</i>, 2007, Gr. 6–8</li> <li>☐ Houghton Mifflin, <i>Houghton Mifflin California Science*</i>, 2007, Gr. K–6</li> <li>☐ It's About Time, <i>Investigating Earth Systems, InterActions in Physical Science</i>, 2007, Gr. 6, 8</li> <li>☑ Macmillan/McGraw-Hill, <i>Macmillan/McGraw-Hill California Science*</i>, 2008, Gr. K–6</li> <li>☐ McDougal Littell, <i>McDougal Littell California Middle School Science Series*</i>, 2007, Gr. 6–8</li> <li>☐ Pearson Prentice Hall, <i>Prentice Hall California Science Explorer, Focus on Earth, Life, and Physical Science*</i>, 2008, Gr. 6–8</li> <li>☐ Pearson Scott Foresman, <i>Scott Foresman California Science*</i>, 2008, Gr. K–6</li> <li>*Available in Spanish as alternate format.</li> <li>☐ Alternative Current Materials</li> <li>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to <i>Education Code</i> Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</li> </ul>	Commen Note: Th Specializ at <u>http://v</u> provides accessib with disa Note: Ple Educatio 60119 au	e Cleari zed Med <u>www.cde</u> instruct le forma bilities. ease see on Code	ia and T e.ca.gov ional ma ats for st e Califor section	echno <u>v/re/pn/</u> aterials udents nia s 1240	/ <u>sm</u> s in s

This CDE template lists for schools/districts all the SBE-adopted instructional materials. This form is to assist county superintendents of schools to evaluate the sufficiency of instructional materials.

ESSENTIAL				PURCH	IASED	TO U	ISE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
English	School/district	The middle school has distributed to students the district's selection of standards-aligned	6	Х		Х	
Language	provides	textbooks or instructional materials.	7		Х		
Arts/English	standards-	SBE-adopted Basic Programs (Program 1) for RLA/ELD include:	8		Х		
Language Development (ELA/ELD) Instructional Materials	aligned core instructional materials, and/or accelerated interventions, in ELA/ELD for each pupil to use in class and to take home.	<ul> <li>Amplify Education, Inc., <i>Amplify ELA: California Edition</i>, 2015, Gr. 6–8</li> <li>EMC Publishing, LLC, <i>Mirrors &amp; Windows: Connecting with Literature</i>, 2015, Gr. 6–8</li> <li>McGraw-Hill School Education, <i>Reading Wonders</i>, 2015, K–6</li> <li>McGraw-Hill School Education, <i>StudySync</i>, 2015, 6–8</li> <li>Pearson Scott Foresman and Prentice Hall, <i>CA Pearson System of Courses</i>, 2015, Gr. K–8</li> <li>The College Board – SpringBoard, <i>SpringBoard</i>, <i>English Language Arts</i>, 2015, Gr. 7–8</li> <li>SBE-adopted Basic Programs with English Language Development (Program 2) for RLA/ELD include:</li> <li>Amplify Education, Inc., <i>Amplify ELA: California Edition and Amplify ELD: California Edition</i>, 2015, Gr. 6–8</li> <li>Benchmark Education Company, <i>Benchmark Advance</i>, 2015, K–6</li> <li>Houghton Mifflin Harcourt, <i>Houghton Mifflin Harcourt California Journeys ©2017</i>, 2015, Gr. K–6</li> <li>Houghton Mifflin Harcourt, <i>Houghton Mifflin Harcourt California Collections ©2017</i>, 2015, Gr. 6–8</li> <li>McGraw-Hill School Education, <i>Reading Wonders</i>, 2015, Gr. K–6</li> <li>McGraw-Hill School Education, <i>Reading Wonders</i>, 2015, Gr. K–6</li> <li>McGraw-Hill School Education, <i>StudySync</i>, 2015, Gr. 6–8</li> <li>National Geographic Learning/Cengage Learning, <i>Reach for Reading</i>, 2015, Gr. K–6</li> <li>McGraw-Hill School Education, <i>StudySync</i>, 2015, Gr. 6–8</li> <li>SBE-adopted Primary Language Programs with English Language Development (Program 3) for RLA/ELD include:</li> <li>Benchmark Education Company, <i>Benchmark Adelante</i>, 2015, K–6</li> <li>McGraw-Hill School Education, <i>Lectura Maravillas</i>, 2015, K–6</li> </ul>	Comment We are st 2002 ado Attached Note: The Media and http://www instruction formats fo Note: Ple Educatio 60119 ar	Clearing d Technol v.cde.ca.g nal materia r students	house fo ogy at <u>ov/re/pr</u> als in act s with dis Californ	r Special / <u>sm</u> prov cessible sabilities.	t lized <i>r</i> ides

ESSENTIAL				PURCH	IASED	TO U	ISE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
ELA/ELD	School/district	The middle school has distributed to students the district's selection of standards-	6	х		Х	
Instructional Materials	provides standards-	aligned adopted RLA/ELD textbooks or instructional materials.	7	х		Х	
(cont.)	aligned core instructional materials, and/or accelerated interventions, in ELA/ELD for each pupil to use in class and to take home.	SBE-adopted Intervention Programs (Program 4) for RLA/ELD include:         ☐ McGraw-Hill School Education, <i>FLEX Literacy</i> , 2015, Gr. 4–8         ☐ National Geographic Learning/Cengage Learning, <i>Inside</i> , 2015, Gr. 4–8         ☐ Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, <i>CA Pearson ILit</i> , 2015, Gr. 4–8         ☐ HMH Intervention Solutions (formerly Scholastic, Inc.), <i>California Read 180 Universal System</i> , 2015, Gr. 4–8         ☐ Voyager Sopris Learning, Inc., <i>LANGUAGE! Live California</i> , 2015, Gr. 4–8         SBE-adopted Intervention Programs for English Learners (Program 5) for RLA/ELD include:         ☐ Houghton Mifflin Harcourt, <i>Houghton Mifflin Harcourt California Escalate English ©2017</i> , 2015, Gr. 4–8         ☐ Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, <i>CA Pearson ILit ELL</i> , 2015, Gr. 4–8         ☐ Houghton Mifflin Harcourt, Houghton Mifflin Harcourt California Escalate English ©2017, 2015, Gr. 4–8         ☐ Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, <i>CA Pearson ILit ELL</i> , 2015, Gr. 4–8         ☐ MHH Intervention Solutions (formerly Scholastic, Inc.), <i>California English 3D Course A and Course B System</i> , 2015, Gr. 4–8         ☐ Alternative Current Materials         The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to <i>Education Code</i> Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled	8 Comment Note: The Media and http://www instruction formats fo Note: Ple Educatio 60119 ar	Clearing Technol <u>v.cde.ca.c</u> al materia r students ease see n Code s	ogy at gov/re/pr als in acc s with dis Californ sections	n <u>/sm</u> prov cessible sabilities. nia 1240,	vides

ESSENTIAL				PURCH	IASED	τοι	JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
Mathematics	School/district	The middle school has distributed to students the district's selection of standards-aligned	6	Х		Х	
Instructional	provides	adopted mathematics textbooks or instructional materials.	7	х		Х	
Materials	standards-	SBE-adopted Basic Grade-Level Mathematics Programs include:	8	х		Х	
	aligned core instructional materials in mathematics, for each pupil to use in class and to take home.	☐ Agile Mind, Common Core Middle School Mathematics, 2014, Gr. 6–8         ☐ Big Ideas Learning, Big Ideas Math, 2014, Gr. 6–8         ☐ Center for Mathematics and Teaching, Math Links, 2014, Gr. 8         ☐ CPM Educational Programs, Core Connections, Courses 1-3, 2014, Gr. 6–8         ☐ Edgenuity, Inc., Edgenuity California Common Core Mathematics, 2014,         Gr. 6–8         ☐ Houghton Mifflin Harcourt, Go Math!, 2014, Gr. K–6         ☐ Houghton Mifflin Harcourt, Math Expressions, 2014, Gr. K–6         ☐ Houghton Mifflin Harcourt, Math Expressions, 2014, Gr. K–6         ☐ Houghton Mifflin Harcourt, Math Expressions, 2014, Gr. K–6         ☐ McGraw-Hill, California Math, Courses 1-3, 2014, Gr. K–8         ☐ McGraw-Hill, Glencoe Math Accelerated, 2014, Gr. K–6         ☐ Pearson, Common Core System of Courses, 2014, Gr. K–8         ☐ Pearson Scott Foresman, enVision Math, 2014, Gr. K–6         ☐ Perfection Learning, Kinetic Pre-Algebra, 2014, Gr. 8         ☐ Reasoning Mind, Reasoning Mind Algebra Readiness Program, 2014, Gr. 2–6         ☐ The College Board, SpringBoard Mathematics, 2014, Gr. 6–8         ☐ Triumph Learning, Common Core Math Curriculum, 2014, Gr. 6–8         ☐ Atternative Current Materials         The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to Education Code Section 60210(c), this program underwent a local review that inclu	Note: The Specialize http://ww provides accessibl disabilitie Note: Ple Educatic 60119 at	e Clearing ed Media <u>w.cde.c</u> instructio e formats s. ease see on Code	and Teo a.gov/re nal mate for stud e Califor section	chnolog e/pn/sn rials in lents wit rnia s 1240	n th

ESSENTIAL				PURCH	HASED	τοι	JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
Mathematics	School/district	The middle school has distributed to students the district's selection of standards-	6		Х		Х
Instructional	provides	aligned adopted mathematics textbooks or instructional materials.	7	Х		х	
Materials (cont.)	standards- aligned core	SBE-adopted Algebra 1 Programs include:	8	х		Х	
	instructional materials in mathematics, for each pupil to use in class and to take home.	<ul> <li>Agile Mind, Common Core Algebra 1 Mathematics, 2014</li> <li>Aleks Corporation, CA Algebra 1, 2014</li> <li>Big Ideas Learning, Big Ideas Algebra 1, 2014</li> <li>CPM Educational Programs, Core Connections Algebra 1, 2014</li> <li>Houghton Mifflin Harcourt, Algebra 1: Analyze, Connect, Explore California, 2015</li> <li>JRL Enterprises, I CAN Learn Algebra 1, 2014</li> <li>McGraw-Hill, Glencoe Algebra 1, 2014</li> <li>Pearson, CA Common Core Algebra 1, 2014</li> <li>Perfection Learning, Kinetic Algebra 1, 2014</li> <li>SBE-adopted Mathematics 1 Programs include:</li> <li>Pearson, Common Core Integrated Math 1, 2014</li> <li>SBE-adopted Mathematics 1 Programs include:</li> <li>Pearson, Common Core Integrated Math 1, 2014</li> <li>Alternative Current Materials</li> <li>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to Education Code Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</li> </ul>	Note: The Specializ http://ww provides accessibl disabilitie Note: Ple Educatic 60119 a	e Clearing ed Media <u>w.cde.c</u> instructio e formats s. ease sec on Code	a and Tec ca.gov/re onal mate s for stuc e Califor section	chnolog e/pn/sn erials in lents wi rnia s 1240	n th

ESSENTIAL			PURCHASED				JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
History–	School/district	The middle school has distributed to students the district's selection of	6	Х		Х	
Social	provides	standards-aligned history-social science textbooks or instructional materials.	7	х		Х	
Science	standards-	SBE-adopted history-social science programs include:	8	х		Х	
Instructional Materials	aligned core instructional materials in history-social science for each pupil to use in class and to take home.	<ul> <li>Glencoe/McGraw-Hill, <i>Glencoe Discovering Our Past*</i>, 2006, Gr. 6–8</li> <li>Harcourt School Publishers, <i>Reflections: California Series*</i>, 2007, Gr. K–6</li> <li>Holt, Rinehart and Winston, <i>Holt California Social Studies*</i>, 2006, Gr. 6–8</li> <li>Houghton Mifflin, <i>Houghton Mifflin Social Science*</i>, 2007, Gr. K–6</li> <li>Macmillan/McGraw-Hill, <i>California Vistas*</i>, 2007, Gr. K–6</li> <li>McDougal Littell, <i>McDougal Littell California Middle School Social Studies Series*</i>, 2006, Gr. 6–8</li> <li>Oxford University Press, <i>Oxford History-Social Science Program for California</i>, 2005, Gr. 5-8</li> <li>Pearson Prentice Hall, <i>Prentice Hall Social Studies*</i>, 2006, Gr. 6–8</li> <li>Teachers' Curriculum Institute, <i>History Alive! California Middle Schools Program*</i>, 2005, Gr. 6–8</li> <li>*Available in Spanish as alternate format.</li> <li>Alternative Current Materials</li> <li>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to <i>Education Code</i> Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</li> </ul>	Commen Note: The Specialize http://www provides i accessible disabilities Note: Plea Code sec for referen	Clearing ed Media w.cde.ca. instructio e formats s. ase see ( tions 124	and Tec gov/re/p nal mate for stud	chnolog n <u>/sm</u> rials in ents wi <sup>-</sup> a Educa	th

ESSENTIAL				PURCH	IASED	τοι	JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	GRADE	YES	NO	YES	NO
Science	School/district	The middle school has distributed to students the district's selection of	6	Х		Х	
Instructional	provides	standards-aligned science textbooks or instructional materials.	7	Х		Х	
Materials	standards- aligned core instructional materials in science for each pupil to use in class and to take home.	SBE-adopted science programs include:         □ CPO Science, Focus on Earth, Life, and Physical Science*, 2007, Gr. 6–8         □ Glencoe/McGraw-Hill, Glencoe Science Focus On Series*, 2007, Gr. 6–8         □ Harcourt School Publishers, California Science*, 2008, Gr. K–6         □ Holt, Rinehart and Winston, Holt California Science: Earth, Life, and Physical Science*, 2007, Gr. 6–8         □ Houghton Mifflin, Houghton Mifflin California Science*, 2007, Gr. K–6         □ It's About Time, Investigating Earth Systems, InterActions in Physical Science, 2007, Gr. 6, 8         □ Macmillan/McGraw-Hill, Macmillan/McGraw-Hill California Science*, 2008, Gr. K–6         □ McDougal Littell, McDougal Littell California Middle School Science         Series*, 2007, Gr. 6–8         □ Pearson Prentice Hall, Prentice Hall California Science Explorer, Focus on Earth, Life, and Physical Science*, 2008, Gr. 6–8         □ Pearson Scott Foresman, Scott Foresman California Science*, 2008, Gr. K–6         *Available in Spanish as alternate format.         □ Alternative Current Materials         The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. Pursuant to Education Code Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.	8 Commen Note: The Specialize http://ww provides i accessibil disabilitie Note: Ple Code sec for referen	e Clearing ed Media w.cde.co instructio e formats s. ase see ( tions 124	and Teo a.gov/re nal mate for stud	chnolog <u>e/pn/sn</u> rials in lents wit	<u>n</u> th ition

ESSENTIAL				PURC	HASED	то	JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	Program	YES	NO	YES	NO
Foreign	School/district	The middle school has distributed to students foreign language textbooks	Spanish	x		х	
Language	provides	or instructional in all classrooms for all students enrolled in foreign	French		Х		х
Instructional	foreign	language course(s).	German		Х		х
Materials	language instructional	SBE-adopted foreign language programs include:	Japanese		Х		х
	materials in all		Latin		Х		х
	classrooms for	EMC/Paradigm Publishing, <i>Navegando 1A and 1B,</i> 2005*	Chinese		Х		Х
	all students enrolled in	Glencoe/McGraw-Hill, Glencoe Middle School Spanish Como te va?	Other:				
	language courses.	<ul> <li>McDougal, Littell &amp; Company, <i>Tu mundo/Nuestro mundo</i></li> <li>McDougal, Littell &amp; Company, <i>En espanol!</i></li> <li>Prentice Hall, Inc., <i>Realidades</i></li> <li>Wright Group, <i>¡Viva el español!*</i></li> <li>French</li> <li>Glencoe/McGraw-Hill, <i>Glencoe French 1 Bon voyage!</i></li> <li>Holt, Rinehart and Winston, <i>Allez, viens! Holt French</i></li> <li>McDougal, Littell &amp; Company, <i>Discovering French, Nouveau!</i></li> <li>German</li> <li>McDougal, Littell &amp; Company, <i>Auf Deutsch!</i></li> <li>Japanese</li> <li>Cheng and Tsui, <i>Mirai</i></li> <li>Latin</li> <li>Cambridge University Press, <i>Cambridge Latin Course</i></li> <li>Glencoe/McGraw-Hill, <i>Glencoe Latin1: Latin for Americans</i></li> <li>Prentice-Hall, Inc., <i>Ecce Romani</i></li> <li>*Program added by 2005 Follow-Up Adoption.</li> </ul>	Note: The C Media and T <u>http://www.</u> provides ins accessible for disabilities.	echnolog cde.ca.c tructional	iy at <mark>jov/re/p</mark> i material	n <mark>/sm</mark> s in	zed

ESSENTIAL				PURCH	IASED	τοι	JSE
COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119	Program	YES	NO	YES	NO
Health	School/district	The middle school has distributed to students health textbooks or	Health		Х		
Instructional Materials	provides health instructional	instructional materials in all classrooms for all students enrolled in health	Other:				
Materials	materials in all	course(s).	Other:				
	classrooms for all students enrolled in health courses.	SBE-adopted health programs include: Macmillan/McGraw-Hill, Macmillan/McGraw-Hill Health & Wellness Glencoe/McGraw-Hill, Glencoe Teen Health* Holt, Rinehart and Winston, Holt Decisions for Health* *Available in Spanish as alternate format.	Comments: Note: The C Media and T http://www. provides inst accessible fo disabilities.	learingho echnolog cde.ca.c	iy at <mark>jov/re/pr</mark> material:	n <u>/sm</u> s in	zed

This CDE template lists for schools/districts all the SBE-adopted instructional materials. This form is to assist county superintendents of schools to evaluate the sufficiency of textbooks or instructional materials. California Department of Education: August 2016

FOOFNITIAL		Osmulianas With Education Osda Osations		PURCH	ASED	τοι	JSE
ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	GRADE	YES	NO	YES	NO
English– Language Arts		The high school has distributed to students locally adopted standards-aligned English/Language arts textbooks or	9	х		х	
Instructional	adopted standards-	instructional materials in all classrooms for all students enrolled in	10	Х		х	
Materials	aligned English/	grades 9–12 English courses, including SBE-adopted intervention programs for appropriate students.	11	Х		х	
	language arts	SBE-adopted Intervention Programs (Program 4) for	12	Х		Х	
	in all classrooms for all students enrolled in grades 9-12 English courses, which may include SBE-adopted intervention program textbooks for appropriate students.	<ul> <li>ELA/ELD include:</li> <li>HMH Intervention Solution (formerly Scholastic, Inc.), <i>California Read 180 Universal System</i>, 2015, Gr. 4–8</li> <li>McGraw-Hill School Education, <i>FLEX Literacy</i>, 2015, Gr. 4–8</li> <li>Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, <i>CA Pearon iLit</i>, 2015, Gr. 4–8</li> <li>Voyager Sopris Learning, Inc., <i>LANGUAGE! Live California</i>, 2015, Gr. 4–8</li> <li>SBE-adopted Program 5 Specialized ELD:</li> <li>HMH Intervention Solutions (formerly Scholastic, Inc.), <i>California English 3D Course A and Course B System</i>, 2015, Gr. 4–8</li> <li>Houghton Mifflin Harcourt, <i>Houghton Mifflin Harcourt California Escalate English</i> ©2017, 2015, Gr. 4–8</li> <li>Pearson Education, Inc., p.a. Scott Foresman and Prentice Hall, <i>CA Pearson iLit ELL</i>, 2015, Gr. 4–8</li> </ul>	Comments: We are still usi Adoption list. If Note: The Clear and Technology http://www.cde. instructional ma students with di Note: Please se sections 1240, 6	Please se ringhouse r at <u>ca.gov/re/</u> terials in a sabilities. e Californ	for Spec pn/sm pr accessib ia Educa	ached. ialized M rovides le forma ation Coo	Леdia ts for de

FOOFNITIAL				PURCH	IASED	то	JSE
ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	YES	NO	YES	NO
Mathematics	School/district provides	The high school has distributed to students	Algebra I (or Math I)	x		х	
	standards-aligned	textbooks or instructional materials in all	Geometry (or Math II)	x		х	
			x		х		
	classrooms for all students enrolled in	Probability and Statistics	x		x		
	grades 9-12 mathematics		Calculus	х		Х	
	courses.		Other:				
			Other:				

				PURCH	IASED	то	JSE
ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	YES	NO	YES	NO
	School/district provides	The high school has distributed to students locally	Geography (where appropriate)		Х		Х
Science Instructional	locally adopted standards-aligned	adopted standards-aligned history-social science textbooks in all classrooms for all students enrolled in	World History	Х		Х	
Materials	history-social science		US History	Х		Х	
	instructional materials in		Economics	Х		Х	
	all classrooms for all		Government	Х		Х	
	students enrolled in grades 10–12 history- social science courses.		Comments:				

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ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	YES	NO	YES	NO
Science Instructional	School/district provides locally adopted		Earth/Physical Science	x		х	
Materials		instructional materials in all classrooms for all	Biology	Х		Х	
	science instructional		Chemistry	Х		Х	
	materials in all		Physics	Х		Х	
	classrooms for all	equipment is made available to all students enrolled in these 9–12 science courses.	Physiology	Х		Х	
	students enrolled in grades 9–12 science		Environmental Science	x		х	
	courses.	Equipment*					
			Other:				

FOOFNELAL				PURCH	IASED	то	JSE
ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	YES	NO	YES	NO
Foreign	School/district provides curriculum framework-	The high school has distributed to students locally	Spanish	Х		Х	
		adopted state curriculum framework-aligned for foreign language textbooks or instructional	French	Х		Х	
Instructional	textbooks or instructional	materials in all classrooms for all students	German	Х		Х	
	classrooms for all	enrolled in foreign language courses.	Japanese	Х		Х	
	students enrolled in		Chinese	X		Х	
	courses.	Latin Other: SIGN LANGUAGE		Х		X	
				x		Х	
			Comments:				

				PURCH	IASED	то	JSE			
ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	YES	NO	YES	NO			
Health Textbooks or	School/district provides	The high school has distributed to students locally	Health	Х		Х				
	curriculum framework- aligned health textbooks		Other:							
Materials	or instructional materials	classrooms for all students enrolled in health	Other:							
	in all classrooms for all students enrolled in	courses.								
	health courses.		Comments:							

This form is to assist county superintendents of schools to evaluate the sufficiency of textbooks or instructional materials. © California Department of Education: August 2016 EXHIBIT 21

GRADE	ADOPTED	COURSE	TITLE	PUBLISHER/COPYRIGHT
			READING LANGUAGE ARTS	
1	4/19/2017	LANG ARTS 1	LITERATURE ANTHOLOGY	MCGRAW HILL/2017
2	4/19/2017	LANG ARTS 2	LITERATURE ANTHOLOGY	MCGRAW HILL/2017
3	4/19/2017	LANG ARTS 3	LITERATURE ANTHOLOGY	MCGRAW HILL/2017
4	4/19/2017	LANG ARTS 4	TEXTS FOR CLOSE READING	BENCHMARK ADVANCE/2017
5	4/19/2017	LANG ARTS 5	TEXTS FOR CLOSE READING	BENCHMARK ADVANCE/2017
			MATHEMATICS	
K	5/13/2015	MATH K	MATHEMATICS MATH EXPRESSIONS CA	HOUGHTON MIFFLIN HARCOURT/2015
<u> </u>	5/13/2015	MATH K MATH 1	MATH EXPRESSIONS CA	HOUGHTON MIFFLIN HARCOURT/2015
-	5/13/2015	MATH 1 MATH 2	MATH EXPRESSIONS CA	HOUGHTON MIFFLIN HARCOURT/2015
2				
3	5/13/2015	MATH 3	MATH EXPRESSIONS CA	HOUGHTON MIFFLIN HARCOURT/2015
4	5/13/2015	MATH 4	MATH EXPRESSIONS CA	HOUGHTON MIFFLIN HARCOURT/2015
5	5/13/2015	MATH 5	MATH EXPRESSIONS CA	HOUGHTON MIFFLIN HARCOURT/2015
			HISTORY/SOCIAL SCIENCE	
K	4/2/2007	SOC SCI K	LEARN AND WORK (CALIFORNIA)	SCOTT FORESMAN/2006
1	4/2/2007	SOC SCI 1	TIME AND PLACE (CALIFORNIA)	SCOTT FORESMAN/2006
2	4/2/2007	SOC SCI 2	THEN AND NOW (CALIFORNIA)	SCOTT FORESMAN/2006
3	4/2/2007	SOC SCI 3	OUR COMMUNTIES (CALIFORNIA)	SCOTT FORESMAN/2006
4	4/2/2007	SOC SCI 4	OUR CALIFORNIA (CALIFORNIA)	SCOTT FORESMAN/2006
5	4/2/2007	SOC SCI 5	OUR NATION (CALIFORNIA)	SCOTT FORESMAN/2006
			SCHENCE	
K	4/21/2008	SCIENCE K	SCIENCE CALIFORNIA SCIENCE	MACMILLAN/MCGRAW-HILL/2008
<u> </u>	4/21/2008	SCIENCE K SCIENCE 1	CALIFORNIA SCIENCE	MACMILLAN/MCGRAW-HILL/2008 MACMILLAN/MCGRAW-HILL/2008
	4/21/2008	SCIENCE 1 SCIENCE 2	CALIFORNIA SCIENCE	MACMILLAN/MCGRAW-HILL/2008 MACMILLAN/MCGRAW-HILL/2008
2		-		
3	4/21/2008	SCIENCE 3	CALIFORNIA SCIENCE	MACMILLAN/MCGRAW-HILL/2008
4	4/21/2008	SCIENCE 4	CALIFORNIA SCIENCE	MACMILLAN/MCGRAW-HILL/2008
5	4/21/2008	SCIENCE 5	CALIFORNIA SCIENCE	MACMILLAN/MCGRAW-HILL/2008

## CUSD TEXTBOOK COMPLIANCE SEPTEMBER 2017 ELEMENTARVITGRADE K-5

GRADE	ADOPTED	COURSE	TITLE	PUBLISHER/COPYRIGHT
		-	·	
			READING LANGUAGE ARTS	
<u>6</u>	5/12/2003	ENGLISH 6	TIMELESS VOICES, TIMELESS THEMES-COPPER	PRENTICE HALL/2002
<u>7</u>	5/12/2003	ENGLISH 7	TIMELESS VOICES, TIMELESS THEMES-BRONZE	PRENTICE HALL/2002
<u>8</u>	5/12/2003	ENGLISH 8	TIMELESS VOICES, TIMELESS THEMES-SILVER	PRENTICE HALL/2002
<u>6-8</u>	8/27/2014	ELD 1	INSIDE: FUNDAMENTALS, VOL 1 & 2	NATL. GEO./CENGAGE 2014
<u>6-8</u>	8/27/2014	ELD 2	INSIDE: LEVEL A - READING/LANG/WRITING	NATL. GEO./CENGAGE 2014
<u>6-8</u>	8/27/2014	ELD 3	INSIDE: LEVEL B - READING/LANG/WRITING	NATL. GEO./CENGAGE 2014
<u>6-8</u>	8/27/2014	ALD (ACADEMIC LANG. DEV.)	INSIDE: LEVEL C - READING/LANG/WRITING	NATL. GEO./CENGAGE 2014
			MATHEMATICS	
<u>6</u>	5/11/2016	MATH 6	CALIFORNIA GO MATH - GRADE 6	HOUGHTON MIFFLIN HARCOURT/2015
<u>7</u>	5/11/2016	MATH 7	CALIFORNIA GO MATH - GRADE 7	HOUGHTON MIFFLIN HARCOURT/2015
<u>6/7</u>	5/11/2016	MATH 7 ACCELERATED	CALIFORNIA GO MATH - GRADE 7 ACCELERATED	HOUGHTON MIFFLIN HARCOURT/2015
<u>8</u>	5/11/2016	MATH 8	CALIFORNIA GO MATH - GRADE 8	HOUGHTON MIFFLIN HARCOURT/2015
<u>7/8</u>	3/23/2016	ALGEBRA I	ALGEBRA 1 (CA) COMMON CORE	PEARSON/2015
<u>8</u>	3/23/2016	GEOMETRY	GEOMETRY COMMON CORE	PEARSON/2015
			HISTORY/SOCIAL SCIENCE	
<u>6</u>	4/2/2007	HISTORY/SOCIAL SCIENCE 6	ANCIENT CIVILIZATIONS, CA. ED.	PRENTICE HALL/2006
<u>7</u>	4/2/2007	HISTORY/SOCIAL SCIENCE 7	MEDIEVAL & EARLY MODERN TIMES, CA. ED.	PRENTICE HALL/2006
<u>8</u>	4/2/2007	HISTORY/SOCIAL SCIENCE 8	AMERICA: HISTORY OF OUR NATION, CA. ED.	PRENTICE HALL/2006
		r	SCIENCE	
<u>6</u>	4/21/2008	SCIENCE 6	FOCUS ON EARTH SCIENCE (CALIF.)	PRENTICE HALL/2008
<u>7</u>	4/21/2008	SCIENCE 7	FOCUS ON LIFE SCIENCE (CALIF.)	PRENTICE HALL/2008
<u>8</u>	4/21/2008	SCIENCE 8	FOCUS ON PHYSICAL SCIENCE (CALIF.)	PRENTICE HALL/2008
<b>.</b>		r	WORLD LANGUAGE	
<u>8</u>	6/28/2004	SPANISH I	REALIDADES 1	PRENTICE HALL/2004

## <u>CUSD TEXTBOOK COMPLIANCE</u> <u>SEPTEMBER 2017</u> <u>MIDDLE SEXIOQL 2 GRADE 6-8</u>

GRADE	ADOPTED	COURSE	TITLE	PUBLISHER/COPYRIGHT
			ENGLISH/LANGUAGE ARTS	·
<u>9</u>	1998	ENGLISH I	LANGUAGE OF LITERATURE 9	MCDOUGAL-LITTELL/1997
<u>10</u>	1998	ENGLISH II	LANGUAGE OF LITERATURE 10	MCDOUGAL-LITTELL/1997
<u>11</u>	4/23/2002	ENGLISH III	LANGUAGE OF LITERATURE: AMERICAN LITERATURE	MCDOUGAL-LITTELL/2002
<u>12</u>	6/16/2003	ENGLISH IV	LANGUAGE OF LITERATURE: WORLD LITERATURE	MCDOUGAL-LITTELL/2002
<u>12</u>	2004	AP LIT & COMP	LITERATURE: INTRO FICTION/POETRY/DRAMA	PRENTICE HALL/2002
<u>12</u>	1997	WORLD LIT/COMP	THEMES IN WORLD LITERATURE	MCDOUGAL-LITTELL/1989
<u>12</u>	8/13/2007	AP ENGLISH: LANGUAGE & COMP	LANGUAGE OF COMPOSITION	BEDFORD/ST. MARTIN/2008
<u>12</u>	8/13/2007	ENGLISH IV - IB	PERRINE'S SOUND & SENSE, 12/E	CENGAGE (THOMSON) 2008
<u>9-12</u>	8/27/2014	ELD 1	EDGE: FUNDAMENTALS	NATL. GEO./CENGAGE 2014
<u>9-12</u>	8/27/2014	ELD 2	EDGE: LEVEL A	NATL. GEO./CENGAGE 2014
<u>9-12</u>	8/27/2014	ELD 3	EDGE: LEVEL B	NATL. GEO./CENGAGE 2014
<u>9-12</u>	8/27/2014	ALD (ACADEMIC LANG. DEV.)	EDGE: LEVEL C	NATL. GEO./CENGAGE 2014
			<b>MATHEMATICS</b>	
<u>9-12</u>	3/23/2016	ALGEBRA I/IA/IB	ALGEBRA (CA) COMMON CORE	PEARSON/2015
<u>9-12</u>	3/23/2016	GEOMETRY	GEOMETRY COMMON CORE	PEARSON/2015
<u>9-12</u>	3/23/2016	ALGEBRA II	ALGEBRA 2 COMMON CORE	PEARSON/2015
<u>9-12</u>	6/16/2003	ALGEBRA II/TRIG - HONORS	ALGEBRA & TRIGONOMETRY	PRENTICE HALL/2005
<u>9-12</u>	1999	PRECALCULUS	PRECALCULUS, 4/E	MCDOUGAL-LITTELL/1997
<u>9-12</u>	4/13/2009	PRECALCULUS	PRECALCULUS W/LIMITS: A GRAPHING APPROACH	HOLT MCDOUGAL/2008
<u>9-12</u>	2006-07	PRECALCULUS - HONORS	PRECALCULUS W/UNIT CIRCLE TRIG	THOMSON LEARNING/2006
<u>9-12</u>	1999	INTRO STATISTICS	ELEMENTARY STATISTICS	PRENTICE HALL/1998
<u>9-12</u>	8/13/2001	AP STATISTICS	INTRO TO STATISTICS & DATA ANALYSIS	THOMSON LEARNING/2001
<u>9-12</u>	4/13/2009	AP STATISTICS	STATS: MODELING THE WORLD	PEARSON/ADDISON WESLEY 2010
<u>9-12</u>	6/30/2003	AP CALCULUS (A/B & B/C)	CALCULUS: EARLY TRANSCENDENTALS, 5/E	THOMSON LEARNING/2003
<u>9-12</u>	1996	AP CALCULUS	CALCULUS 7 OF A SINGLE VARIABLE	HARPER COLLINS/1996
<u>11-12</u>	4/13/2009	BEG. PERSONAL FINANCE	MATHEMATICS FOR BUSINESS & PERSONAL FINANCE	GLENCOE/MCGRAW/2010
			HISTORY/SOCIAL SCIENCE	
<u>10</u>	5/23/2005	WORLD HISTORY	MODERN WORLD HISTORY: PATTERNS INTERACTION	MCDOUGAL LITTELL/2006
<u>9</u>	5/23/2005	WORLD HISTORY - PRE IB/ACCL	WORLD HISTORY, 4/E (DUIKER/SPIELVOGEL)	THOMSON LEARNING/2004
<u>10-12</u>	5/23/2005	AP EUROPEAN HISTORY	WESTERN EXPERIENCE, 8/E (CHAMBERS)	MCGRAW-HILL/2003
<u>10-12</u>	8/11/2008	AP EUROPEAN HISTORY	WESTERN EXPERIENCE, 9/E (CHAMBERS)	MCGRAW-HILL/2007
<u>11</u>	5/15/2006	U. S. HISTORY	AMERICAN VISION: MODERN TIMES - CA. EDITION	GLENCOE/MCGRAW/2006
<u>11</u>	5/15/2006	AP U. S. HISTORY	AMERICAN HISTORY: A SURVEY (BRINKLEY)	MCGRAW-HILL/2007
<u>10-12</u>	6/26/2006	PSYCHOLOGY	INTRO TO PSYCHOLOGY, 7/E	THOMSON LEARNING/2005

## CUSD TEXTBOOK COMPLIANCE SEPTEMBER 2017 HIGH SCHOODBITGRADE 9-12

GRADE	ADOPTED	COURSE	TITLE	PUBLISHER/COPYRIGHT
<u>10-12</u>	6/26/2006	AP PSYCHOLOGY	PSYCHOLOGY, 8/E (MYERS)	WORTH/2007
<u>11-12</u>	5/23/2005	AP ART HISTORY	GARDNER'S ART THROUGH THE AGES, 12/E (KLEINER)	THOMSON LEARNING/2005
<u>12</u>	5/15/2006	AMERICAN GOVERNMENT	MAGRUDER'S AMERICAN GOVERNMENT - CA. EDITION	PRENTICE HALL/2006
<u>12</u>	5/15/2006	AP AMERICAN GOVERNMENT	AMERICAN GOVERNMENT: CONTINUITY & CHANGE	PEARSON/LONGMAN/2006
<u>12</u>	5/15/2006	ECONOMICS	ECONOMICS: PRINCIPLES IN ACTION	PRENTICE HALL/2007
<u>12</u>	11/14/2005	AP ECONOMICS	ECONOMICS (MCCONNELL)	MCGRAW-HILL/2005/09
<u>12</u>	11/15/2004	LATIN AMERICAN HISTORY IB	HISTORY OF LATIN AMERICA (HAYNES)	HOUGHTON MIFFLIN/2004
			<u>SCIENCE</u>	
<u>9-10</u>	6/25/2007	COORDINATED SCIENCE I	PHYSICAL SCIENCE WITH EARTH SCIENCE	GLENCOE/MCGRAW/2006
<u>10-12</u>	6/25/2007	COORDINATED SCIENCE II	GLENCOE LIFE SCIENCE	GLENCOE/MCGRAW 2008
<u>9-12</u>	6/16/2008	BIOLOGY	BIOLOGY, CALIF.	MCDOUGAL LITTELL 2008
<u>10-12</u>	6/16/2008	AP BIOLOGY	BIOLOGY, 8/E AP EDITION (CAMPBELL)	PEARSON/2008
<u>10-12</u>	6/16/2008	CHEMISTRY	CHEMISTRY: MATTER & CHANGE (CALIF. EDITION)	GLENCOE/MCGRAW 2007
<u>10-12</u>	6/25/2007	AP/IB CHEMISTRY	CHEMISTRY, 9/E (CHANG)	MCGRAW-HILL/2007
<u>10-12</u>	6/25/2007	PHYSICS	HOLT PHYSICS - CA. EDITION (SERWAY)	HOLT, RINEHART/2007
<u>10-12</u>	6/25/2007	CONCEPTUAL PHYSICS	CONCEPTUAL PHYSICS (HEWITT)	PEARSON/2009
<u>10-12</u>	6/16/2008	AP PHYSICS-B	COLLEGE PHYSICS: A STRATEGIC APPROACH (KNIGHT)	PEARSON/2007
<u>10-12</u>	6/16/2008	AP PHYSICS-C	PHYSICS FOR SCIENTISTS & ENGINEERS, 2/E (KNIGHT)	PEARSON/2008
<u>10-12</u>	6/16/2008	ANATOMY & PHYSIOLOGY	ESSENTIALS OF ANATOMY & PHYSIOLOGY (MARTINI)	PEARSON/2007
<u>10-12</u>	5/7/2007	HMO/IB ANATOMY & PHYSIOLOGY	HUMAN ANATOMY & PHYSIOLOGY (MARIEB)	PEARSON/2007
<u>9-10</u>	6/25/2001	EARTH SCIENCE	MODERN EARTH SCIENCE	HOLT/2002
<u>10-12</u>	6/25/2014	EARTH SCIENCE	EARTH: PORTRAIT OF A PLANET	W. W. NORTON/2012
<u>10-12</u>	5/7/2007	MARINE ECOLOGY	OCEANOGRAPHY (GARRISON)	CENGAGE (THOMSON)/2007
<u>10-12</u>	6/25/2007	MARINE ECOLOGY	MARINE BIOLOGY (CASTRO/HUBER)	MCGRAW-HILL/2007
<u>11-12</u>	5/7/2007	AP ENVIRONMENTAL SCIENCE	LIVING IN THE ENVIRONMENT (MILLER)	CENGAGE (THOMSON)/2007
			WORLD LANGUAGE	
<u>9-12</u>	6/28/2004	SPANISH I	REALIDADES 1	PRENTICE HALL/2004
<u>9-12</u>	6/28/2004	SPANISH II	REALIDADES 2	PRENTICE HALL/2004
<u>9-12</u>	6/28/2004	SPANISH III	REALIDADES 3	PRENTICE HALL/2004
<u>09-12</u>	6/25/2007	SPANISH FOR SPANISH SPEAKERS I	EL ESPANOL PARA NOSOTROS LEVEL 1	GLENCOE-MCGRAW/2006
<u>09-12</u>	6/25/2007	SPANISH FOR SPANISH SPEAKERS II	EL ESPANOL PARA NOSOTROS LEVEL 2	GLENCOE-MCGRAW/2006
<u>11-12</u>	8/28/2013	SPANISH IV, AP	TEMAS AP SPANISH LANGUAGE & CULTURE	VISTA HIGHER LEARNING/2014
<u>9-12</u>	8/16/2004	FRENCH I	DISCOVERING FRENCH NOUVEAU 1	MCDOUGAL LITTELL/2004
<u>9-12</u>	8/16/2004	FRENCH II	DISCOVERING FRENCH NOUVEAU 2	MCDOUGAL LITTELL/2004
	8/16/2004	FRENCH III	DISCOVERING FRENCH NOUVEAU 3	MCDOUGAL LITTELL/2004

## CUSD TEXTBOOK COMPLIANCE SEPTEMBER 2017 HIGH SCHOODELTGRADE 9-12

GRADE	ADOPTED	COURSE	TITLE	PUBLISHER/COPYRIGHT
<u>11-12</u>	8/8/2011	FRENCH LANG & CULTURE AP	ALLONS AU DELA	PEARSON/2012
<u>9-12</u>	6/16/2003	GERMAN I	DEUTSCH AKTUELL 1, 5/E	EMC/PARADIGM/2004
<u>9-12</u>	5/17/2004	GERMAN II	DEUTSCH AKTUELL 2, 5/E	EMC/PARADIGM/2004
<u>9-12</u>	5/17/2004	GERMAN III	DEUTSCH AKTUELL 3, 5/E	EMC/PARADIGM/2005
<u>9-12</u>	1/12/2010	JAPANESE I	OBENTO DELUXE	THOMSON/CENGAGE/2004
<u>9-12</u>	1999	JAPANESE I	ADVENTURES IN JAPANESE 1	CHENG & TSUI/1998
<u>9-12</u>	2000	JAPANESE II	ADVENTURES IN JAPANESE 2	CHENG & TSUI/1999
<u>9-12</u>	5/15/2006	JAPANESE II	GENKI 1 - INTEGRATED COURSE ELEM. JAPANESE	JAPAN TIMES/2004
<u>9-12</u>	5/15/2006	JAPANESE III & IV	GENKI 2 - INTEGRATED COURSE ELEM. JAPANESE	JAPAN TIMES/2004
<u>11-12</u>	5/15/2006	JAPANESE AP/IB	OBENTO SENIOR	CHENG & TSUI/2005
<u>11-12</u>	6/26/2006	JAPANESE AP/IB	YOOKOSO! CONTINUING W/CONTEMP. JAPANESE	MCGRAW-HILL/2004
<u>9-12</u>	11/14/2005	CHINESE I	CHINESE MADE EASY 1	CHENG & TSUI/2006
<u>9-12</u>	11/14/2005	CHINESE II	CHINESE MADE EASY 2	CHENG & TSUI/2006
<u>9-12</u>	11/14/2005	CHINESE III	CHINESE MADE EASY 3	CHENG & TSUI/2006
<u>12</u>	8/27/2014	CHINESE IV & V	CHINESE MADE EASY 4	CHENG & TSUI/2004
	8/27/2014	CHINESE V	CHINESE MADE EASY 5	CHENG & TSUI/2004
<u>10-12</u>	8/14/2006	CHINESE IV/AP	INTEGRATED CHINESE LEVEL 1 & 2	CHENG & TSUI/2005
<u>9-12</u>	8/13/2007	AMERICAN SIGN LANGUAGE I	SIGNING NATURALLY LEVEL 1	DAWN SIGN PRESS/1993
<u>10-12</u>	8/13/2007	AMERICAN SIGN LANGUAGE II	SIGNING NATURALLY LEVEL 2	DAWN SIGN PRESS/1993
<u>11-12</u>	8/13/2007	AMERICAN SIGN LANGUAGE III	SIGNING NATURALLY LEVEL 3	DAWN SIGN PRESS/2001
<u>12</u>	6/26/2006	AMERICAN SIGN LANGUAGE IV	READING BETWEEN THE SIGNS	INTERCULTURAL PRESS/2006
			<u>HEALTH</u>	
9	6/28/2004	HEALTH EDUCATION	LIFETIME HEALTH	HOLT, RINEHART/2004

## CUSD TEXTBOOK COMPLIANCE SEPTEMBER 2017 HIGH SCHOODELTGRADE 9-12

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To: Board of Trustees

From: Susan Holliday, Associate Superintendent, Education Services

Date: October 11, 2017

Board Item: First Reading – Board Policy 6145.5 Student Organizations and Equal Access

### **HISTORY**

The District, per Board Policy 6145.5 *Student Organizations and Equal Access*, maintains a limited open forum for non-academic clubs at the high school level. At the middle school level, the current Board policy maintains a closed forum related to access by individuals or groups which are not part of the District's approved curriculum. Board Policy 6145.5, *Student Organizations and Equal Access*, was last revised and approved in August of 2001.

### **BACKGROUND INFORMATION**

The District has determined in the past by its own Board Policy 6145.5 *Student Organizations and Equal Access* to maintain a closed forum at the middle schools; middle school practices regarding the authorization of non-curriculum related student clubs vary. Per the Equal Access Act, the District high school sites offer a limited open forum for clubs not tied to approved curriculum.

For a brief background, the Equal Access Act (20 U.S.C. §§ 4071-4074) mandates:

It shall be unlawful for any public secondary school which receives Federal financial assistance and which has a limited open forum to deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within the limited open forum on the basis of religious, political, philosophical, or other content of the speech at such meetings.  $(20 U.S.C. \ \$4071(a).)$ 

A middle school is not a "secondary school" within the meaning of the Equal Access Act. As yet there is no judicial guidance on this point, so an absolute distinction between middle and "secondary" schools is not possible.

For purposes of the Act, a "limited open forum" is created when a public secondary school allows one or more "noncurriculum related student groups to meet on school premises during non-instructional time." (20 U.S.C. § 4071(b).) Local school boards decide whether to create and maintain a limited open forum. Under the terms of the Act, if the Board allows any non-curriculum based groups' access to school property for meetings, it creates a limited open forum, and must provide a "fair opportunity" to non-curriculum-based student groups regardless of their

religious or political persuasion. A school is deemed to offer a fair opportunity to students who wish to conduct a meeting within its limited open forum if the school uniformly provides that:

- 1. The meeting is voluntary and student initiated;
- 2. There is no sponsorship of the meeting by the school, the government, or its agents or employees;
- 3. Employees or agents of the school or government are present at religious meetings only in a non-participatory capacity;
- 4. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- 5. Non-school persons may not direct, conduct, control, or regularly attend activities of student groups. (20 U.S.C. § 4071(c).)

Accordingly, if a secondary school allows any non-curriculum-related student clubs, students who wish to form a religious (or political or similar) club to meet on campus during non-instructional time must be permitted to do so.

### **CURRENT CONSIDERATIONS**

Proposed revisions to Board Policy 6145.5, *Student Organizations and Equal Access*, provides language to open a limited forum for non-academic clubs at the middle school level. If the Board decides to change its policy to allow a limited open forum at the middle schools, the following areas will need to be addressed through training and the administrative regulation:

- Students may request recognition of clubs that may be controversial in nature, such as a religiously based club or a racial identity based club.
- Middle school principals may raise concerns about the supervision of students during club meeting times (typically lunch). Teachers may not be willing to supervise students during lunch, or may not feel comfortable supervising a certain type of club due to its viewpoint. If the Board determines to open the forum at its middle schools, it is recommend training be provided to site principals and teacher advisors regarding the advisor's role, including do's and don'ts.
- Parents may raise concerns about the existence of certain clubs, and may request the site prevent students from attending the club meetings.

To address this last issue, language has been added to the policy to support parent notification of middle school clubs.

#### FINANCIAL IMPLICATIONS

The District will need to consider fiscal support to middle school sites for staff to act as a club advisor/monitor; the site's leadership teacher (typically the ASB advisor) may already fulfill this role.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve Board Policy 6145.5, *Student Organizations and Equal Access*.

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

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#### Instruction

#### STUDENT ORGANIZATIONS AND EQUAL ACCESS

#### **Equal Access Forums**

The Governing-Board of Trustees believes that student groups or clubs reinforce-curriculum related student organizations have an important place in students' lives by extending and reinforcing the instructional program, give students experience in civics and government, and provide social and recreational activities.<sup>2</sup> Student groupsorganizations also serve to honor outstanding student achievement and to-enhance school spirit and <u>students'students'</u> sense of belonging.

In Prior to meeting on school grounds, all student groups shall be authorized by accordance with the principal or provisions of the Federal Equal Access Act, the Governing Board maintains a limited open forum policy at the high school level. The Superintendent or his/her designee shall establish a process for school sponsorship and/or supervision of clubs at the high school level consistent with the Federal Equal Access Act and orderly operation of the schools. The Governing Board maintains a closed forum at the elementary and middle school levels related to access by individuals or groups which are not part of the District's approved curriculum. The only student clubs permitted at those levels will be clubs which are directly related to the curriculum, in accordance with Board policy. Federal Equal Access guidelines.

(cf. 1321 <u>-</u> Solicitation of Funds <u>from and by Students</u>)) (cf. <u>1325</u> Advertising and Promotion)

(cf. 1330 Use of School Facilities)

(cf.-3452 <u>-</u> Student Activity Funds) (cf.-3554 Other Food Sales)

(cf.-5145.2 Freedom of Speech/Expression)

#### Hazing

No-student shall conspire to engage in hazing, participate in hazing, or commit any act that causes or is likely to cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to any fellow student or other person. Persons violating this policy shall be subject to District discipline and penalties specified by law. (Education Codes 32051, 32052)

In accordance with law, the Superintendent or designee shall provide notice of this policy and related provisions of law.

(cf. 6142.3 - Civic Education) (cf. 6142.4 - Service Learning/Community Service Classes)

<u>In</u> order to maintain a closed forum on elementary school campuses, only student-initiated groups that relate directly to the curriculum shall be allowed to meet on school premises during noninstructional time.

All curriculum-related student clubs or groups at elementary schools shall have equal access to the school media to announce meetings, including, but not limited to, the public address system, the school newspaper, the school bulletin board, and school web site.

Noncurriculum-related student groups at elementary schools are subject to the requirements specified in Board policy and administrative regulation for community groups regarding the use of District facilities for meetings and the right to distribute materials to students.

(cf. 1325 - Advertising and Promotion) (cf. 1330 - Use of School Facilities) (cf. 3515.2 - Disruptions*5136 Gangs*)

The Board encourages middle school and high school students to pursue interests and clubs which may not directly relate to the District's curriculum and, to that end, has created a limited open forum at its middle schools and high schools.

All student-initiated groups at the middle school and high school levels shall be given equal access to meet on school premises during noninstructional time without regard to their religious, political, philosophical, or other speech content. The Board shall ensure that: (20 USC 4071, 4072)

- 1. The meeting shall be voluntary and student-initiated.
- 2. There shall be no sponsorship of the meeting by the school or staff. The term sponsorship means that school staff are promoting, leading, or participating in a meeting. The assignment of a teacher, administrator, or other school employee to a meeting for custodial purposes shall not constitute sponsorship of the meeting.
- 3. Employees of the school shall be present at religious meetings only in a nonparticipatory capacity.
- 1.4. The meeting shall not materially and substantially interfere with the orderly conduct of educational activities within the school.

- 2.5. Nonschool persons shall not direct, conduct, control, or regularly attend activities of student groups.
- 3.6. The school site principal shall publish a list of active middle school clubs on a semester basis.
- 7. The school site principal may notify parents of the middle school clubs their student is attending.

(cf. <u>1330</u> - Use of School Facilities<u>5144</u> Discipline) (cf. <u>3515.2</u> - Disruptions) (cf. <u>5145.2</u> - Freedom of Speech/Expression)

All student clubs or groups at the middle school and high school levels shall have equal access to the school media to announce meetings, including the public address system, the school newspaper, bulletin boards, and school web site. However, the principal or designee may issue a disclaimer that such activities are not school-sponsored.

All noncurriculum-related student groups at the middle school and high school levels shall be given equal access to meeting space, school equipment, and supplies.

<u>No</u> school shall deny equal access or a fair opportunity to meet, or otherwise discriminate against, any group officially affiliated with the Boy Scouts of America, or with any other youth group listed as a patriotic society in Title 36 of the United States Code, for reasons based on the membership or leadership criteria or oath of allegiance to God and country. (20 USC 7905)

Legal Reference: EDUCATION CODE 40 Equal opportunity without regard to sex

41 School sponsored athletic programs; prohibited sex discrimination

52 Designation of secondary schools
53 Designation of high schools
<u>200-262200262.3</u> Prohibition of discrimination on the basis of sex
<u>38130-38138 Civic Center Act</u>
<u>489003205032052</u> Hazing
<u>48907 Student exercise of free expression</u>
<u>48930-4893833352 Supervision of physical education by State Department of Education</u>

- 33353 California Interscholastic Foundation; governing board has power to select athletic league representatives
- 33353.5 California Interscholastic Foundation; direct participation in student athletic insurance program; limitation of receipt of funds

33354 Powers of State Department of Education over interscholastic athletics

35179 Powers and responsibilities of the board over interscholastic athletic programs, policies, and activities in its district; associations; nondiscrimination

4893048938Student organizations48950Freedom of speech49020-49023Athletic programs: Legislative intentPENAL CODE627-627.10627-627.10Access to school premises49021Equal opportunity for male and female students

49022 Apportionment of funds for male and female students

49023 Expenditure of public funds; prohibited sex discrimination

CODE OF REGULATIONS, TITLE 5 2 Definitions 5531 Supervision of extracurricular activities of <u>students</u> <u>PENAL-CODE</u> <u>UNITED STATES627627.10 Access to school facilities</u>

U.S. CODE, TITLE 20 4071-4074 The-Equal Access Act 7904 School prayer 7905 Boy Scouts equal access UNITED STATES CODE, TITLE 36 20101-240112 Patriotic organizations COURT DECISIONS Prince v. Jacoby, (2001) 303 F.3d 1074 Culbertson et al. v. Oakridge School District, (2002) 258 F.3d 1061 Good News Club et al. v. Milford Central School, (2001) 121 S.Ct. 2093 Ceniceros v. Board of Trustees of the San Diego Unified School District, (1997) 106 F.3d 878 Board of Education of Westside Community School District v. Mergens By and Through Mergens (1989, 8th Cir.) 867 F.2d 1076 Hartzell v. Connell (1984) 35 Cal. 3d 899

Perumal et al v. Saddleback Valley Unified School District, <u>(1988) 198 Cal. App. 3d</u> 6488 Daily Journal D.A.R. 1426

Board of Education of Westside Community Schools v. Mergens, 58 U.S. Law Week 4720 (June 4, 1990)

Student Coalition for Peace v. Lower Merion School <u>District Board of Directors, (</u>1985) 776 F.2d<u>. 431</u> Hartzell v. <u>Connell, (1984) 35 Cal. 3d 899</u>

<u>Management Resources:</u> <u>WEB SITES</u> <u>U.S. Department of Education: http://www.ed.gov</u>

Policy adopted: February 8, 1999 revised: December 6, 1999 revised: August 13, 2001 revised: October \_\_\_\_, 2017

### **CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent Education Services Mike Beekman, Executive Director, Safety and Student Services
Date:	October 11, 2017
Board Item:	Update on Dress Code Committee Work

## **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, 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 of 2017 staff began work on the dress code through the discipline handbooks for each level. In August of 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 thought out 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. Once completed the proposed revised board policy on dress and grooming was sent to legal counsel for review.

### 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:** Mike Beekman, Executive Director, Safety and Student Services

APPROVED BY: Susan Holliday, Associate Superintendent Education Services

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#### Students

#### **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

<u>a.</u> Each school site shall allow pupils the use of sunscreen during the school
 <u>day without a physician's note or prescription.</u>

- 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.

(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)

#### Students

### 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.

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.

<del>b.</del>	b	
e.	e.	Hairnets.
<del>d.</del>	<del>d</del> .	
e.	e.	Bandannas which signify gang membership.
<del>f.</del>		- Jewelry with gang symbols or which signify gang membersh
<del>g.</del> h.		Khakis worn with Pendleton-type shirts.
i.	 h	Overalls (gang-related).
j	i	Web, untied, or dangling belts (gang related).
<del>k.</del>	j	Combat-type boots, and flight jackets worn concurrently

## DRESS AND GROOMING (continued)

race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

Our values are:

• 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.

The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. 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

## DRESS AND GROOMING (continued)

- 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 clothing of their choice that is comfortable.
- Allow student to wear clothing that expresses their self-identified gender.
- Allow students to wear religious attire without fear or discipline or discrimination.
- Prevent students from wearing clothing or accessories with offensive images or language, including profanity, hate speech, and pornography.
- Prevent students from wearing clothing or accessories that denote, suggest, display or reference alcohol, drugs or related paraphernalia or other illegal conduct or activities.
- 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, defamatory speech, or threats to others.
- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, 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 community that is inclusive of a diverse range of identities. The primary responsibility

## DRESS AND GROOMING (continued)

for a student's attire resides with the student and their parent(s) or guardian(s). The District is responsible for seeing 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, 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 under the arms), AND
  - Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts), 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.

3. Students May Wear, as long as these items do not violate Section 1 above:

- Hats and hoods straight forward or straight backward are allowed outdoors. The student's face must be visible to staff, and not interfere with the line of sight of any student or staff.
- Religious headwear.
- Fitted pants, including opaque leggings, yoga pants and "skinny jeans".
- Ripped jeans, as long as underwear and buttocks are not exposed.
- Tank tops, including spaghetti straps; halter tops.
- Athletic attire, as necessary for athletic activities.

## DRESS AND GROOMING (continued)

## 4. Students Cannot Wear:

- Profanity, pornography, and violent language or images.
- 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.
- Any clothing that reveals visible undergarments (visible 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).

## 5. Dress Code Enforcement

To ensure effective and equitable 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:
  - Student will be asked to 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 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 limited to:
  - Kneeling or bending over to check attire fit;
  - o Measuring straps or skirt length;
  - <u>Asking students to account for their attire in the classroom or in hallways in front</u> of others;

- <u>Calling out students in spaces, in hallways, or in classrooms about perceived dress</u> 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;</u>
- o 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 school-related events and activities, such as graduation ceremonies, dances, and proms.

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 <u>CUSD-the District</u> 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 bBoard recognizes that there is ample evidence that school dress significantly influences pupil behavior. The adoption of a school wide 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.

## DRESS AND GROOMING (continued)

## 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.

If a school elects to institute a voluntary program of school uniforms, the specific wardrobe garments shall be determined by the principal, staff, <u>with reasonable input from the</u> 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. Reason for consideration of a school uniform requirement.
- 2. Projected implementation time lines.

## DRESS AND GROOMING (continued)

- 3. Compliance measures to be employed.
- 4. Types of sample standardized wardrobes under consideration.
- 5. Estimated clothing costs.

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 Ceommunications to parents vehicles may also be made and/or augmented by any of the following:

- 1. Mail, email or text broadcasts.
- 1.<u>2.</u><u>1.</u>School newsletters.
- 2.<u>3.</u> Parent <u>or Parent-Teacher Association or group meetings</u> and newsletters.
- 3.4. <u>3.</u> Television, radio, and/or newspaper announcement.
- 4.<u>5.</u> 4.—Posters displayed at school and in the community.
- 5.<u>6.</u> 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 <u>available located</u> on the school campus and/or the District Education Center, <u>and/-or made electronically on the internet</u> and supervised by objective persons selected by the Superintendent or <u>his</u>-designee. <u>Provisions for absentee and/or mail-in</u> <u>balloting may be considered</u>, <u>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</u>, 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.

## DRESS AND GROOMING (continued)

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.

## **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

## DRESS AND GROOMING (continued)

Girl Scouts on regular meeting days, or wears the uniform of a school-sponsored team or recognized school sponsored group<u>on days where such uniforms are appropriately worn</u>.

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 <u>CUSDistrict</u> 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 <u>CODE OF REGULATIONS, TITLE 5</u> 302 Pupils to be neat and clean on entering school <u>CASES</u> <u>Hartzell v. Connell</u> (1984) 35 Cal. 3d 899 <u>Arcadia Unified School District v. State Department of Education,</u> <u>Pinard v. Clatskanie Sch. Dist. 6J (9th Cir. 2006) 467 F.3d 755.</u>

## DRESS AND GROOMING (continued)

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



## GOALS 2017-2018 October 11, 2017

EXHIBIT 24 1 of 36

# District Vision and Mission



An unwavering commitment to student success



To prepare our students to meet the challenges of a rapidly changing world

# Wildly Important Goals

Teaching and Learning

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

Communications

Communicate with, and engage students, parents, employees, and community members in District wide and community-specific decisions.

Facilities

Optimize facilities and learning environments for all students.

## GOALS AND METRICS CLARK HAMPTON Deputy Superintendent

EXHIBIT 24 4 of 36

## **BUSINESS SERVICES**

## Departments

- Fiscal Services
- Purchasing and Contracts
- Insurance and Risk Management

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- Transportation
- Facilities
- **Technology and Information Services** A
- Food and Nutrition Services

## Goal Setting and Progress Monitoring **Business Services**

Business Services Goals fall into two categories:

- Performance Goals
- Metrics that illustrate department work effectiveness and efficiency. Examples are: 0
- Work order response time
- School lunch participation and satisfaction measurement
- Project Goals
- Specific projects that occur over a finite period of time 0
  - Improvement projects, for example
    - New Buildings
- Efficiency projects, for example
  - New business system
- Recurring efforts to implement an improved process

that will improve a performance goal

## **Fiscal Services**

- Project Goals
- Continue Implementation and Refinement of County Business System
- Develop budget reporting system for all departments
- Develop training manuals and quick reference materials
- Implement online Employee Requisition (ER) form
- Refine OpenGov Transparency Portal and Collaboration Website 0
- Transfer new fiscal data from QSS to OpenGov
- Implement other public data reporting options
- Performance Goals
- Reserve levels appropriate for fiscal outlook (minimum of 2% for current and next two fiscal years)

# Purchasing and Contracts

- Project Goals
- Continue Implementation and Refinement of County Business System 0
- Increase speed/tracking of purchase order processing
  - Increase speed/tracking of employee processing
    - reduce workload for Year End Close
- Enhance capacity in Purchasing department
- Performance Goals
- Using new system, benchmark average purchase request/order processing time 0

# Insurance and Risk Management

- Project Goals
- Implement employee call in line for workers comp concerns
  - Evaluate Corvel as a service provider
- Evaluate additional medical plans at other Orange County districts with lower costs 0
- Performance Goals
- Using Injury Trends, Reduce Workplace Injuries and Time Lost from Work by Providing Training for Employees 0
  - Determine injury trends
- Meet with departments regarding workplace safety
  - Align training to trends
- Reduce Workers' Comp claims by 5 percent, from 263 claims to 250 claims 0
  - Reduce days lost per claim from 27.5 to 25 or fewer
- Provide Timely, Informational Open Enrollment Meetings for Employees 0
- Reduce error rate during Open Enrollment from 7 percent to 5 percent or less

## Transportation

- Project Goals
- Review and recommend bell times and Special Education Program Locations to streamline overall transportation services. 0
- **Evaluate Business Model to Market Transportation Services** 0
- Evaluate efficiencies to provide co-curricular (athletics and field trips) transportation 0
- Performance Goals
- Reduce incidents of speed of >65 miles per hour from 22 to 15
  - Increase on-time delivery by 5% from 92% to 97%
- Reduce idling time of 44 hours and 48 minutes per year by 5% 0

## Facilities

- Project Goals
- Create and Schedule Preventative Maintenance Work Orders in PM Direct
  - Complete Tesoro HS two story classroom building (start of school 2018) 0
    - Design and submit ANHS and Newhart MS STEM buildings to DSA 0
- Performance Goals
- Reduce Energy Kilowatt Usage Districtwide per year by 5 percent in Phase 1 and Phase 2 of the Proposition 39 0
  - Reduce Work Order Response time from 35 days to 25 days or less (2016-2017 45 to 35) 0

# Technology and Information Systems

## Project Goals

- Provide training at all elementary sites in digital literacy teaching and assessment
- Continue Implementation and Refinement of County Business System 0
- Implement full "mesh" network (from "hub and spoke") Ο
- Update data center processors
- Add redundant internet connection at north Transportation Facility Ο
- Transition all staff to AERIES Web based user interface
- Clean and migrate all QSS data to District servers for archive access

## Performance Goals

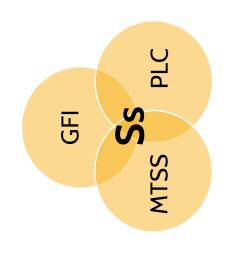
- Increase existing Chromebook integration and use in curriculum 0
  - Maintain 99.6%+ Network uptime (2016-2017 99.4%)
- Decrease average time to close support requests by 5% to 3.3 hours (2016-2017 3.5 hours) 0
- Increase the percentage of tickets closed in less than 24 hours from 46% to 50% 0

# Food and Nutrition Services

- Project Goals
- Develop revised Wellness Policy
- Implement new packaging and branding strategy
- Performance Goals
- Increase Student Participation Rate in Food and Nutrition Programs
- increase participation in breakfast from 7 percent to 9 percent increase participation in lunch from 24 percent to 26 percent
  - Increase Student Satisfaction Rate ("like a lot" and "kinda like") 0
- increase breakfast satisfaction from 88 percent to 90 percent
- increase lunch satisfaction from 88 percent to 90 percent
  - Lead Goal: Perform taste tests and menu item development 0
    - Lead Goal: Complete satisfaction surveys

## SUSAN HOLLIDAY Associate Superintendent, Educational Services

## **GOALS AND METRICS**



4

EXHIBIT 24 14 of 36

# Education Services Focus

> Great First Instruction (GFI)

 Are strategies that focus instruction so that all students can achieve disciplinary literacy at a Depth of Knowledge level three (DOK3+) or higher (Content/Language Objective, Strategies, Interaction and Assessment)

Professional Learning Communities (PLC) EXHIBIT 24

Cultivating collaborative cultures through:

15 of 36

- Site Walks focused on instruction and GFI
- Reflective Learning Walks focused on student interaction (one area of GFI)
- Use of Assessments to differentiate instruction to provide meaningful and timely intervention

Intervention and Enrichment (MTSS)

framework to create tiered system of academic support to intervene  $\circ$  Building a continuum of services tied to S3 in implementing a MTSS early as well as extend learning

## Ed. Division's Focus

Р С E MTSS

"Effective districts identify a few key priorities and then pursue them relentlessly." - Michael Fullan

## **Mathematics**

## × LAG:

Increase students' scale score by 3% per year, as measured by CAASPP, until meeting or exceeding standards.

2016-2017: 70.31% met their growth expectations

## Lead Measures:

EXHIBIT 24 16 of 36

- Quarterly site walks focused on Math and GFI (Student Interaction)
- Common Formative Assessments (CFA) Secondary data provide data on the number of students that need additional support to PLC team 0

PLC

MTSS

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- Reinstitute Elementary curriculum & assessment committee to create assessment(s) tied to District Dashboard 0
  - Develop grade 5 math assessment (tied to Dashboard)
- Increase number of students in higher level math in high school 0
- Monitor attendance tied to performance (reduced truancy = increased performance) 0
  - Implement middle school pilot math intervention sections 0
- Continue Cognitive Guided Instruction (CGI) support and coaching at elementary level 0

# English Language Arts/Literacy

## × LAG:

Increase students' scale score by 3% per year, as measured by CAASPP, until meeting or exceeding standards.

▶ 2016-2017: 78.98% met their growth expectations

## Lead Measures:

EXHIBIT 24 17 of 36

- Quarterly site walks focused on Literacy/GFI (Student Interaction)
- CIA Secondary data continue implementation of CIAs and record and monitor progress (Document Based Questions - DBQs). 0
- Reinstitute Elementary curriculum and assessment committee to create theory of action of assessment for reading/literacy: 0

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- A plan will be developed for ES sites to implement Tiers 1 and 2 general education interventions in 2018/19
  - Implement and monitor elementary Reading Intervention program (Passport/Voyager)
    - Implement universal screening at the beginning and end of year with DIBELS
- Re-examine placement criteria for Accelerated class in middle school 0
- Monitor attendance tied to performance (reduced truancy = increased performance) 0
- Utilize data to intentionally schedule at-risk high school students into appropriate English classes 0

# English Learners (EL)

## × LAG:

Increase EL student group CAASPP progress towards proficiency by 3% by June 2018.

2016-2017: 14% EL students reclassified (up 3% from 2015-2016)

## Lead Measures:

KHIBIT 24 18 of 36

- Quarterly site walks focused on ELD instruction/GFI
- Monitor and verify implementation of ELD instructional minutes/schedules 0

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GFI

- Monitor EL student performance as tied to DIBELS assessment data 0
  - Fargeted instructional coach professional learning for teachers 0
- Site by site actions and/or strategies tied to closing achievement gap 0
  - Implement ELPAC establish baseline data in 2018 school year (CELDT is being replaced by ELPAC) 0

# **College and Career Readiness**

LAG (new for 2017-2018):

Based on current College and Career Indicators, increase the percentage of student<mark>s</mark> "Prepared" from 61% to 66% by June 2019. **Based on College and Career Indicators, increase students prepared from 52% to 62% by June 2019** (this goal was nearly met and therefore revised for 2017-18) 0

## 2016-2017: 61% of students are prepared\*; an additional 20% are approaching prepared based on state indicator

EXHIBIT 24 19 of 36

High School Diploma plus a combination of the following: Completion of CTE pathway + SBA Met, or 2 semester Dual enrollment w/passing grade, passing score on 2 AP Exams, completion of UC a-g criteria

## Lead Measures:

- Increase students participating in articulated pathways 0
- Increase number of CTE course sections
- Increase student engagement through monitoring participation with 5 Star  $\cap$
- Increase PSAT participation in grades 9-11; use Khan Academy to target intervention
  - Increase students in higher level math in high school
- Increase students in Advanced Placement classes
- Define College Promise
- Student learning focus at monthly Saddleback Partnership meetings 0

GFI

SS

PLC

MTSS

## GREGORY MERWIN Associate Superintendent, Student Support Services

**GOALS AND METRICS** 

## Rationale

- Student Support Services' (S<sup>3</sup>) three goals have been aligned with the key priorities of the CUSD Strategic Plan A
- department's goals was based upon input from site administrators, Selection of the three key priorities that will be addressed in the parents, and S<sup>3</sup> support providers A

- social-emotional and behavioral needs of all students, and establish a system for Implement a multi-tiered system of supports that addresses the academic, monitoring service delivery and student progress. A
- By June 2018, develop a four to six year implementation guide to ensure that critical elements of Strategic Plan are implemented A
- By June 2018, middle schools will pilot the Student Success Team (SST) Develop systems for focused PLCs based on essential standards, common assessments, systematic interventions, and extended learning 0 A
- process and plan for full implementation in 18/19
- By June 2018, high schools will revise SST process and develop SST pilot for 18/19 Ο
  - Define a theory of action of early intervention in reading in grades K-3 A
- By June 2018, a plan will be developed for elementary schools to implement Tiers 1 and 2 general education interventions with full implementation in 18/19 0

- Ensure organizational leadership, clearly defined roles and responsibilities, fiscal esponsibility, and provide staffing models that align to California staffing ratios A
- By June 2018, develop a position control system for paraeducators A
- By June 2018, complete an analysis regarding the need for, and feasibility of, a day treatment program as an additional support service A

- respect, and collaboration between and among parents, teachers, and all District Ensure our school community is well informed by fostering high levels of trust, staff. A
- increase of CAC attendance from an average of 30 to 50 members each month. By June 2018, establish a structure to build family and school partnerships to promote solid relationships between school and family as measured by an A
- interventions, parental information workshops, trainings, support, and increase By June 2018, establish a central resource center for families to access parent involvement A

## GOALS AND METRICS GORDON AMERSON Associate Superintendent, Human Resource Services

EXHIBIT 24 25 of 36

# Human Resource Services

- 2016 2017 Goal #1 Employee Evaluation
- Increase the percentage of completed yearly evaluations
- Create and maintain an evaluation tracking system 0

Results
17
-20
)16
20

Employee Group	2016 - 2017 Goal	2015 - 2016 Baseline	2016 - 2017 Results
Classified	25% increase	51%	86%
Certificated	100% completion	71%	96%
Management	100% completion	46%	97%

26

EXHIBIT 24 26 of 36

- 2017- 2018 Goal #1 Employee Evaluation
- $\circ$  Strengthen the employee evaluation system for classified, certificated and management employees

**Outcomes and Strategies** 

- Stabilize the percentage of on time and completed classified employee evaluations at 85% 0
- Maintain a goal of 100% completion of certificated and management employee performance evaluations 0
- Establish a site by site and department by department baseline percentage of completed evaluations equal to or greater than the District wide average 0
- Build system capacity through training and support of HRS Executive Director leading this strategy 0

27

- 2016 2017 Goal #2 School Site Staffing
- Maintain a school staffing process ensuring continuity of instruction for all District students. 0
- CUSD HRS will ensure schools are staffed at a minimum of 95% by June 30, 2017 for the 17-18 school year. 0

## 2016 -2017 Results - <u>99.71%</u> as of 6/23/17

- > 2017 2018 Goal #3 School Site Staffing
- 2 years to deepen the work related to staffing schools and departments Maintain the staffing systems that have been incorporated over the last

Outcomes and Strategies

- Maintain goal of ensuring schools are staffed at a minimum of 95% by June 30, 2018 0
- Establish new relationships with local universities to widen the District's access to top tier candidates in anticipation of spring 2018 recruitment needs. 0
- Maintain the strategic use of 5.0 FTE allocation to strategically position HRS and staffing team to respond to critical needs of sites 0
- Build system capacity through training and support of HRS Executive Director leading this strategy 0

29

## 2016 - 2017 Goal #2 - Substitute Teachers

- Ensure a daily certificated substitute fill rate of 98.5%
- Grow the substitute teacher pool in CUSD by 20% to support the PL needs of CUSD employees. 0

## 2016-2017 Results

2015 - 2016 FIII Rate (Baseline)	# of Active Sub Teachers	2016 -2017 Fill Rate (Results)	# of Active Sub Teachers
98%	520	98.65%	702 (26% increase)

- 2017 2018 Goal #2 Substitute Teachers
- Maintain high quality educational environment by maintaining strong workforce of substitute teachers

**Outcomes and Strategies** 

- Maintain daily certificated substitute fill rate of 98.5%
- Grow the substitute teacher pool in CUSD by 10% during the 2017-2018 school year
- Design and implement a comprehensive marketing plan to recruit and retain high quality substitute teachers
- Build system capacity through training and support of HRS Executive Directors leading this strategy 0

## GOALS AND METRICS RYAN BURRIS Chief Communications Officer

EXHIBIT 24 32 of 36 32

## Communications

- community in an effort to build relational trust and provide a forum for Build a visibility plan for the Superintendent and the external CUSD two-way dialogue on how our District facilities support learning. A
- Identify community groups and organizations that provide opportunities for leaders to present to their members.
- Schedule the Superintendent and Executive Cabinet, when necessary, to attend and present at community events and meetings. 0
- Schedule four Mayors Roundtables

33

## Communications

- organizational theory of action for improving how, why, what and when we Execute a communications and public relations plan that supports a clear communicate as an organization focused on students. A
- Continue to identify resources to support our positive messaging and relationship building activities 0
- Provide weekly updates to the Superintendent and Cabinet about progress of completing the communications activities in the plan and progress against success measures. 0
- Build into the monthly board updates the "percentage of work completed" of each task and success measures. 0

# **Communications** Measurements

2016-17 Goals:

- Hold four Mayor's Roundtables: Three were held
- Increase Open Rates of Capo Talk from 30-35 percent: Increased open rates approximately 31%
  - Increase subscriptions to Capo Talk from 66,400 to 69,700: Currently, 71,613 subscribers
    - Increase Facebook "likes" from 983 to 2,500: Currently, 2,709 "likes"
- Increase new advisories and press releases: On average, one press release distributed per week
- accountability: Nearly 30 individuals applied for the committee with a new recruitment opened this fall Recruit members of the public to the Facilities and Finance Advisory Committee and promote public

2017-18 Goals:

- 30 presentations will be conducted by Superintendent Vital and/or members of the Executive Cabinet, including Community Forums, Coffee Chats and participation in volunteer philanthropic organizations
  - Four Mayors Roundtables will be held
- Eight stories will be packaged and pitched to local and national media to share the success of our students and the understanding of our work as a school District in the community
  - The District will partner with local officials and experts to plan and organize two Education/Awareness Townhalls to inform and engage our community on current challenges, issues and trends

## CLOSING STATEMENTS KIRSTEN VITAL Superintendent

36

EXHIBIT 24 36 of 36

### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Clark Hampton, Deputy Superintendent, Business and Support Services
Date:	October 11, 2017
Board Item:	Financing 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.

### **CURRENT CONSIDERATIONS**

Government Financial Strategies, the District's financial advisor, will present information on CREBs, including an overview of the type of financing, the process and proposed timeline for completing the financing, and estimates of the solar project savings and cash flow.

### FINANCIAL IMPLICATIONS

There are no financial implications at this time. 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**

District staff recommends 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



Review of Solar Projects



Financing Process and Estimates

EXHIBIT 25 Page 2 of 14 S of 15





Capistrano Unified School District - Page 2

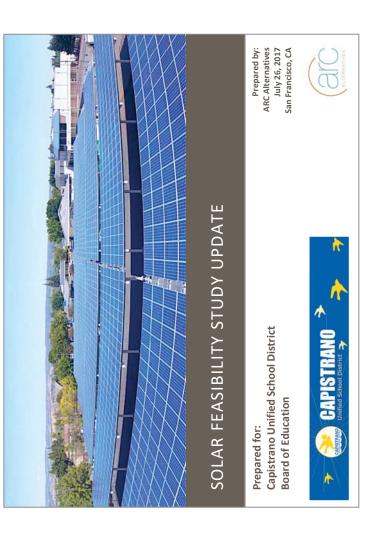
## **Project Background**

 Board received an information presentation from ARC Alternatives on the feasibility of solar projects on July 26, 2017.

- 7 project sites reviewed:
- Aliso Niguel HS
- Capistrano Valley HS
- Dana Hills HS

EXHIBIT 25 Page 3 of 14 4 of 15

- San Clemente HS
- San Juan Hills HS
- Tesoro HS
- District Office



Recommendation: proceed with issuing RFP to select solar vendor and applying for CREB financing.

	Project Updates
	Trees – solar vendor responsible for a new tree planted for each tree removed, with replacement trees of similar type and planted in a location of the District's choosing, at vendor's expense.
EXHIBIT 25 Page 4 of 14 S of 15	EMF – review of published studies indicate EMF readings from utility scale solar sites, even at a few feet away, are well below the recommended guidelines established by the International Commission on Non-Ionizing Radiation Protection.
•	<ul> <li>Students – students are continuing to be involved in the solar project process to learn about the industry and provide input.</li> </ul>
<b>7</b> 87 of 935	<ul> <li>Tariffs – the U.S. International Trade Commission voted in September to recommend tariffs to President Trump.</li> </ul>
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## **Overview of CREBs**

## Applying for CREBs

Department of Treasury following the information Application was submitted to the United States presentation to the Board.



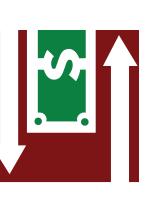
Capistrano USD was successfully awarded \$23.87 million of CREBs for the 7 solar project sites.

> EXHIBIT 25 Page 5 of 14

- District receives subsidy in advance of every payment. Interest rate is subsidized by the Federal Government.
- CREBs are a designation enhancing a traditional financing. Enhancement Feature
- We would plan to issue COPs with the CREB designation.

## **Interest Rate Subsidy**

- Go out to market at *taxable* interest rates.
- More expensive than typical.
  - Estimate of approx. 5.0%.
- Subject to market volatility.





The subsidy, called the tax credit rate, can change daily. Currently approx. 3.0%.

- Results in net interest rate of approx. 2.0%.
- Plan calls for 26 years (1 year construction + 25 year savings). • The maximum term of the subsidy can change monthly. Maximum term for September is 33 years.
- All terms get locked on the day we accept bids.

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## Across-the-board budget cuts of nearly 10% in 2013 due to a lack of agreement on deficit reduction and a budget.

President Barack Obama waves and House Speaker John Boehner of Ohio applauds after the president gave his State of the Union address during a joint session of Congress on Capitol Hill in Washington, Feb. 12, 2013.



Sequestration

:

Lifestyle

International Politics

U.S.

obe NEWS

**Sequestration Rates** 

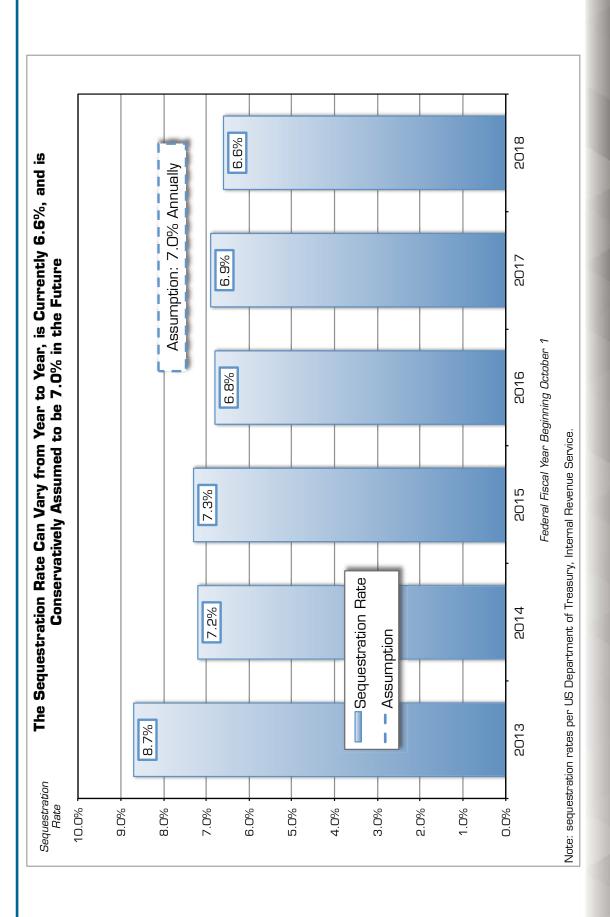


EXHIBIT 25 Page 8 of 14 9 of 15 © 2017 Government Financial Strategies

**Estimated Financing Plan** 

Preliminarily Estimated CREB Financing 26 Year Term with No Payments Until 18 months	l Financing ents Until 18 mo	inths	
<b>Estimated COP Summary:</b>	CREBs	Supplemental	Combined
Issuance	\$23,870,000	\$970,000	\$24,840,000
Underwriter's Discount	(\$476,622)	(\$19,400)	(\$496,022)
Bond Insurance	0\$	(\$266,748)	(\$266,748)
Surety Bond	0\$	(\$72,274)	(\$72,274)
Reserve	0\$	0\$	<b>B</b>
Other Costs	0\$	(\$150,000)	(\$150,000)
Capitalized Interest	0\$	(\$454,188)	(\$454,188)
Contingency	0\$	(\$7,390)	(\$7,390)
Proceeds	Proceeds \$23,393,378	0\$	\$23,393,378

Notes:

Duderwriter's discount conservatively assumed to be 2% of principal. Underwriter's discount conservatively assumed to be 2% of principal. Bond insurance conservatively assumed to be 0.6% of debt service. Surety bond conservatively assumed to be 4% of reserve requirement. Other costs include financial advisor, bond counsel, trustee, rating agency, etc. Capitalized interest to make payments during first 12 months. Project cost of \$23,393,378 estimated per ARC Alternatives.

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Review of Estimated Savings	Annual Average:       \$147,906         Annual Average:       \$147,906         Assessed       Colar System Cast - 10 be bid         Assessed       Solar System Cost - 10 be bid         Assessed       Solar System Cost - 10 be bid         Annual Escalation in Rates - assumed 3.00%       Financing Cost - 10 be bid         Assessed       Financing Cost - 10 be bid         Annual Escalation in Rates - assumed 3.00%       Financing Cost - 10 be bid         Assessed       CREB Subsidy - 10 be locked on day of bid         Assessed on of solar finalize if savings achieved.       Max.         Assessed on interest rates as of July 12, 2017.       Annual Escalation interest rates as of July 12, 2017.	
Re	Annual Savings \$711,5 \$711,5 \$884,0 \$886,4 \$884,0 \$884,0 \$884,0 \$884,0 \$8111,5 \$8111,5 \$8111,5 \$817,0 \$817,	-

# **COP Requirements Still Apply**

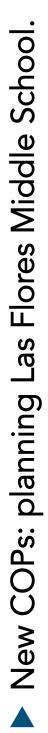












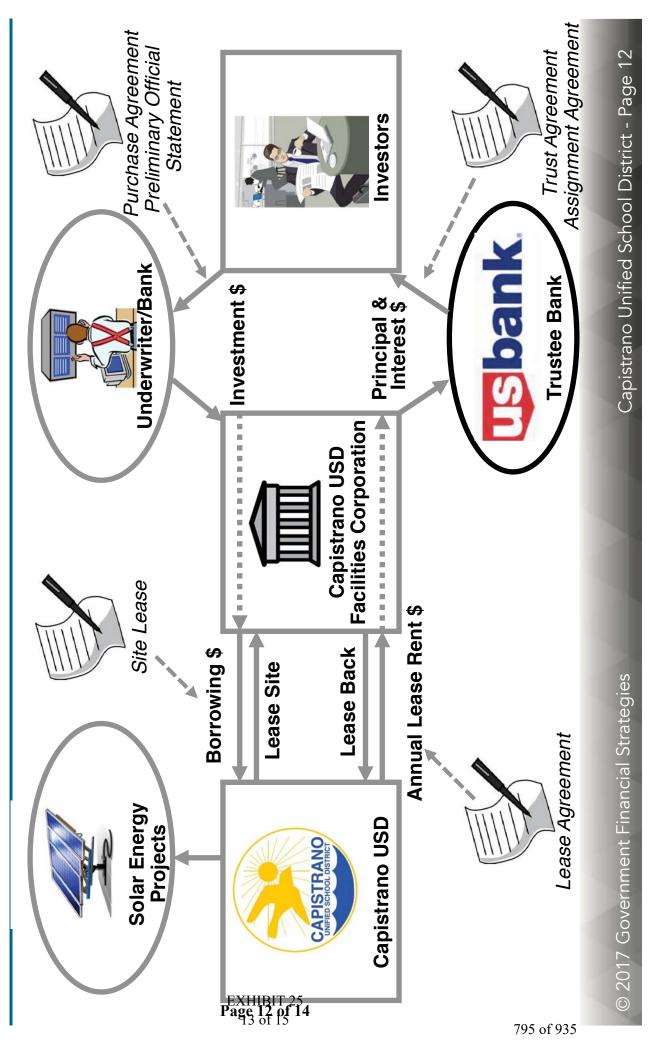




County Auditor will receive notification at least 30 days prior to when the Board considers approval. Both the County Superintendent of Schools and







Primary Legal Documents	<ul> <li><u>Board Resolution</u>: authorizes financing within parameters and signing of documents in substantially the same form.</li> <li><u>Site Lease</u>: District leases the site to CUSD Facilities</li> </ul>	Corporation in exchange for funds. <i>Lease Agreement</i> : CUSD Facilities Corporation leases the site back to District in exchange for principal and interest payments over 25 years.	<ul> <li>Purchase Agreement: underwriter purchases the COPs from the Corporation and resells them to investors.</li> </ul>	<ul> <li><u>Preliminary Official Statement</u>: discloses important information about the District and financing to investors.</li> </ul>	<ul> <li><u>Trust &amp; Assignment Agreements</u>: the trustee bank is assigned responsibility for payments to investors.</li> </ul>	© 2017 Government Financial Strategies Capistrano Unified School District - Page 13
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## **Next Steps**

Tonight: first reading of debt policy.

- November 8<sup>th</sup> Board Meeting:
- Board information presentation on solar vendor RFP evaluation and results, and project savings update.
  - Board considers adoption of:
    - Debt policy

EXHIBIT 25 Page 14 of 14

- Resolution authorizing CREBs
- Corporation Board also considers Resolution.
- December 6<sup>th</sup>: Board considers adoption of Resolution approving solar vendor contract.

January 24<sup>th</sup>: report back to Board on CREB financing results.





### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Stacy Yogi, Executive Director, State and Federal Programs
Date:	October 11, 2017
Board Item:	Smarter Balanced Assessment Results

## **HISTORY**

On January 1, 2014, California Education Code § 60640 established the California Assessment of Student Performance and Progress (CAASPP) System of assessments. The Smarter Balanced Assessment (SBA) is a part of the CAASPP System, which replaced the California Standards Test. The 2016-2017 school year is the third year of SBA administration.

## **BACKGROUND INFORMATION**

SBA is based on California State Standards and tests English language arts and mathematics. This performance assessment measures college and career readiness. Students in grades 3-8 and 11 are assessed. The assessment consists of a computer-adapted test and performance task.

## **CURRENT CONSIDERATIONS**

During the Spring of 2017, over 25,000 District students participated in the SBA computerized test as part of the CAASPP. The presentation will provide an overview of:

- The assessment
- 3-year comparison of achievement results for English language arts and math for the District and student groups
- District, County, and State comparisons
- Orange County district comparisons
- District grade level cohort analysis

## FINANCIAL IMPLICATIONS

None

## **STAFF RECOMMENDATION**

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

PREPARED BY: Stacy Yogi, Executive Director, State and Federal Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services



## Smarter Balanced Assessment (SBA)

## 2016-2017 Results

Board Update October 11, 2017





## Vision:

- An unwavering commitment to student success.
   <u>Mission</u>:
- To prepare our students to meet the challenges of a rapidly changing world.

## **Teaching and Learning**

 Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students

An unwavering Commitment to Student Success



## Agenda

- SBA Refresher
- SBA Achievement Results (ELA/Literacy & Math)
- CUSD-Orange County-California Comparison
- District-to-District Comparison
- Cohort Analysis
- Next Steps



## SBA Refresher

- 2016-2017 is the third year of administration
- Based on California State Standards and tests ELA/Literacy and Math
- Measures College and Career Readiness
- Tests students in grade 3-8 and 11
- Consists of Computer-Adaptive Test (CAT) and Performance Task (PT)

An unwavering Commitment to Student Success



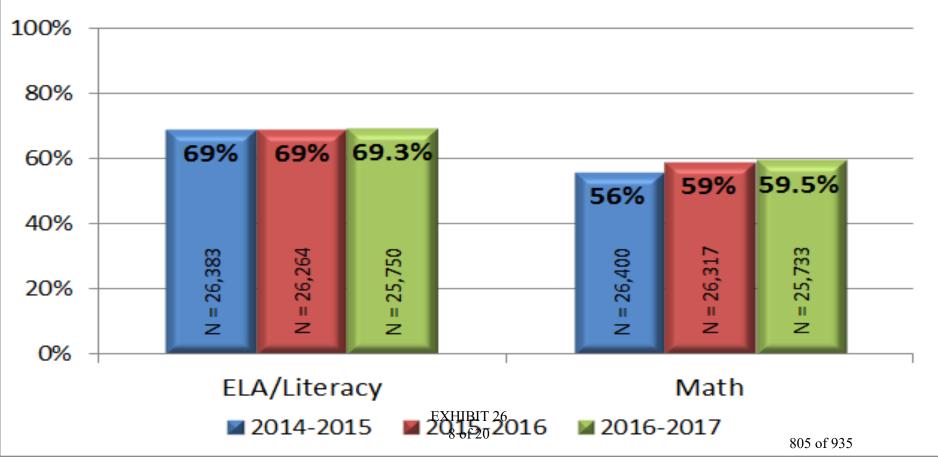
## SBA Achievement Results

- Achievement Level is equivalent to overall score
- Four Achievement Levels
  - Standard Exceeded (4)
  - Standard Met (3)
  - Standard Nearly Met (2)
  - Standard Not Met (1)



## SBA Achievement Results – District Overview

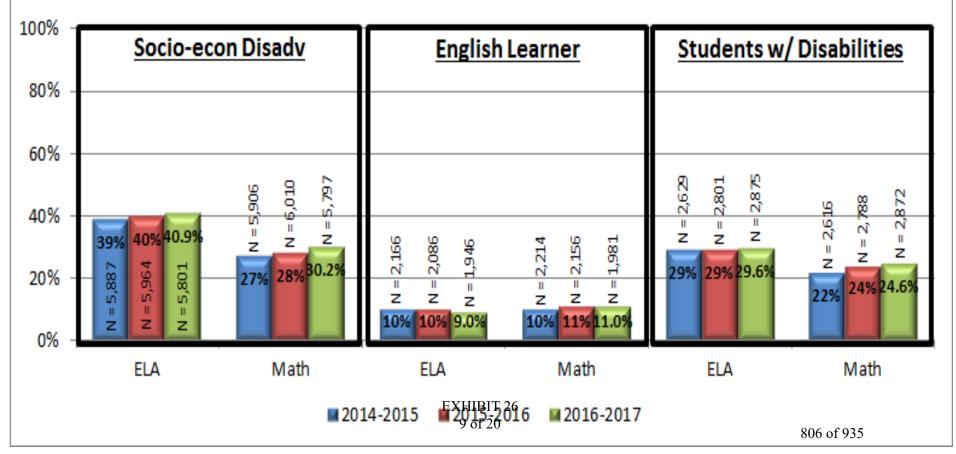
## **CUSD SBA Percent Met or Exceeded the Standard**





## SBA Achievement Results – Student Groups

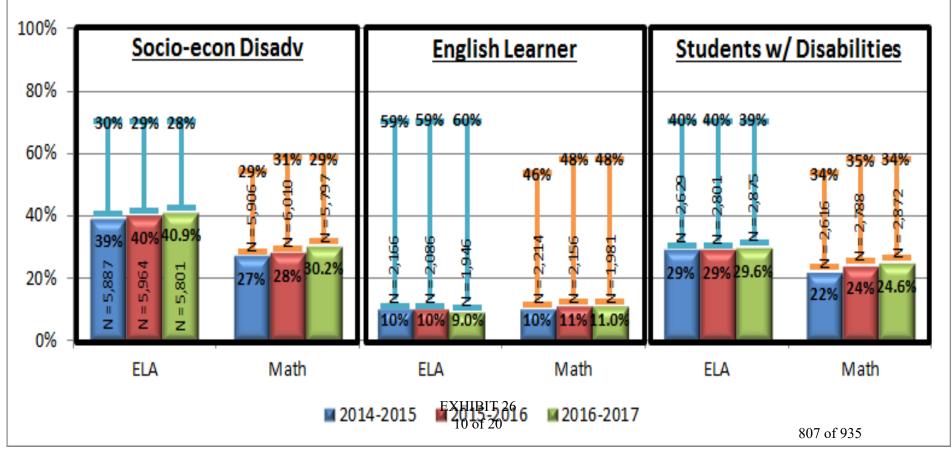
## **CUSD Student Groups Met or Exceeded the Standard**





## SBA Achievement Results – Gap Analysis

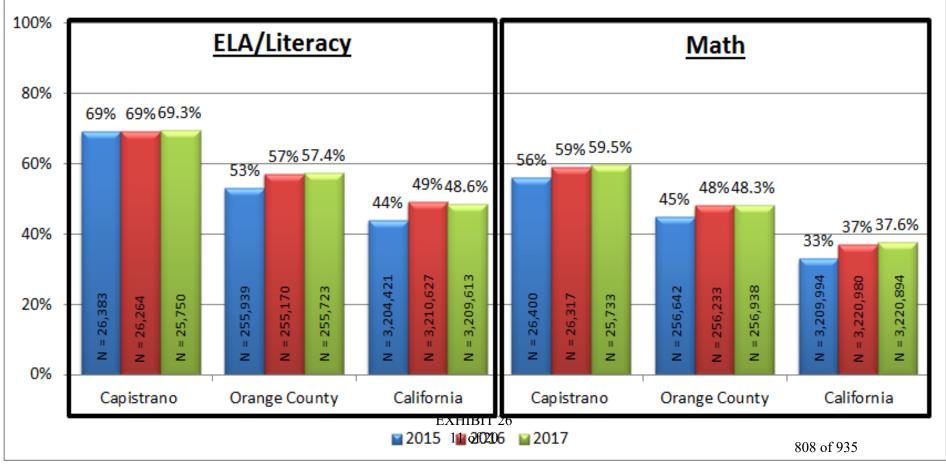
## **CUSD Student Groups Gap Analysis**





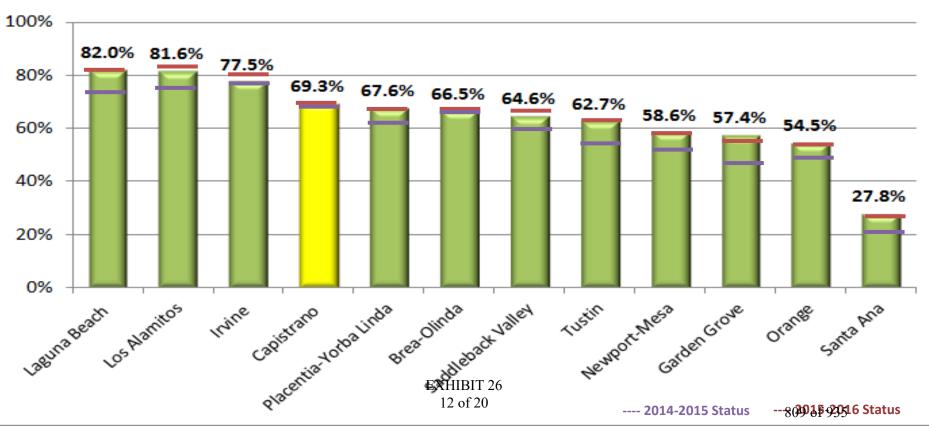
## **CUSD-County-State Comparison**

## **CUSD-County-State SBA Comparison**



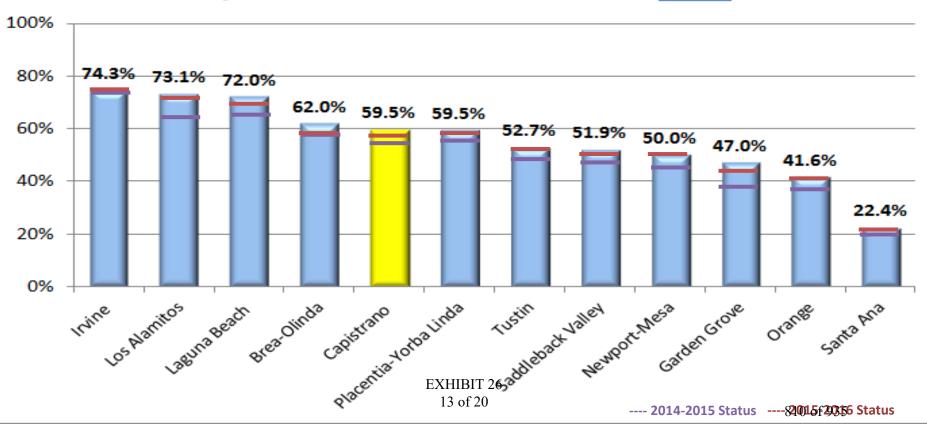


### Orange County K-12 Districts % Met/Exceed Standard on 2016-2017 <u>ELA</u> SBA



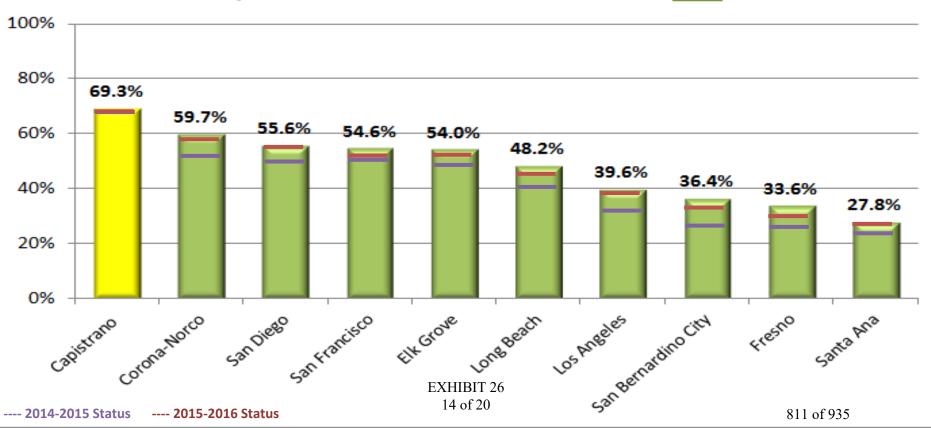


### Orange County K-12 Districts % Met/Exceed Standard on 2016-2017 <u>Math</u> SBA



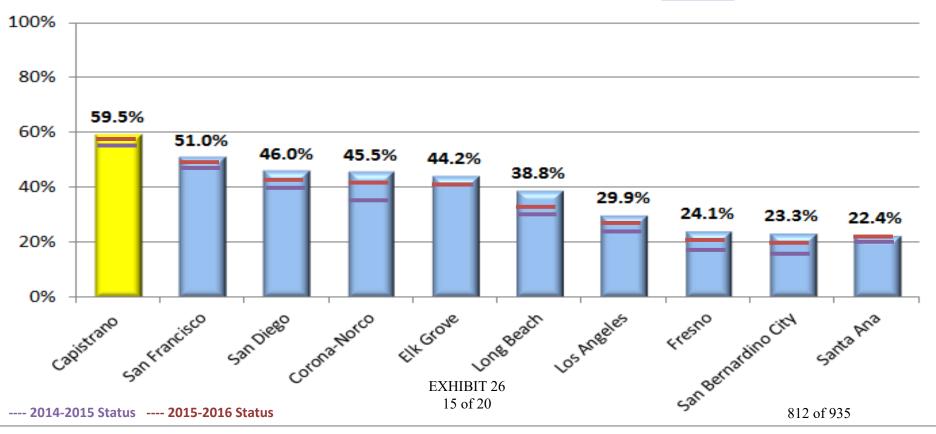


#### Ten Largest Districts in CA % Met/Exceed Standard on 2016-2017 <u>ELA</u> SBA





Ten Largest Districts in CA % Met/Exceed Standard on 2016-2017 <u>Math</u> SBA





# SBA Cohort Analysis

- Follows students through multiple years as they progress through CUSD
  - For example: follow 2014-2015 3<sup>rd</sup> grade students into 2015-2016 as they become 4<sup>th</sup> graders and 2016-2017 as they become 5<sup>th</sup> graders
- Allows us to observe growth on academic standards for one group of students across multiple grade levels

An unwavering Commitment to Student Success



### SBA Cohort Analysis - ELA

	Grade	ELA-All Students						
	Grade	2014-2015	2015-2016	2016-2017				
	3	60%	<mark>60%</mark>	59.9%				
	4	<mark>62%</mark>	65%	63.8%				
	5	66%	70%	64.8 <mark>%</mark>				
Q	6	70%	68%	70.8%				
cusd	7	72%	71%	73.3%				
<b>`</b>	8	74%	74%	74.6%				
	11	75%	73%	75.9%				
	All	<b>69%</b> EXHIBIT 17 of 20		<mark>6,9,,3%</mark>				



### SBA Cohort Analysis - Math

	Crada	Math-All Students						
	Grade	2014-2015	2015-2016	2016-2017				
	3	60%	<mark>62%</mark>	62.4%				
	4	<b>55%</b>	62%	61.4%				
	5	4 <mark>6</mark> %	55%	53.8%				
0	6	57 <mark>%</mark>	58%	61.9%				
cusd	7	61%	61%	<b>59.4</b> %				
<u> </u>	8	60%	64%	65.4%				
	11	50%	51%	52.5%				
		EXHIBIT	26					
	All	56% <sup>18 of 20</sup>	<b>59%</b>	<b>5,9,,</b> 5%				



## Next Steps

- Send home Student Score Reports
  - End of September
- Share results with stakeholders





## **Questions & Comments**





#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Joshua Hill, Assistant Superintendent, Secondary Education
Date:	October 11, 2017
Board Item:	Board Presentation – College Promise

#### **HISTORY**

Beginning with the Ventura College Promise in 2006, 23 College Promise programs are either currently in operation or have been announced for implementation throughout California with additional programs in planning stages. Over the last 15 years, the number of College Promise programs across the country has steadily risen. This momentum appears to have been fueled, in part, by the visibility of statewide initiatives in Tennessee, Oregon, and Minnesota, and in part by the proposal put forth in President Obama's 2015 State of the Union speech to make community college free through a federal-state partnership (White House, 2015). Also in 2015, the College Promise Campaign, a national nonpartisan initiative of Civic Nation, a 501(c)(3) nonprofit organization, was established to develop a network of cross-sector leaders from the local, state, and national levels to develop and expand College Promise efforts.

In California, whose community college system is the largest higher education system in the country, with 2.1 million students attending 113 colleges, College Promise programs are being developed at a rapid rate with 13 of them announced just within the first few months of 2016.

#### **BACKGROUND INFORMATION**

College Promise programs are institutional or place-based initiatives that address the challenge of higher education affordability by offering funding for students who live in the program's geographic area. Many of these initiatives also attempt to develop a "college-going culture" and to increase higher education completion rates for the students they serve, and, as a result, to create stronger communities (Miller-Adams, 2015). Thus, many of the programs also provide non-financial support services for students who need them.

Moreover, the state is primed to develop significantly more College Promise programs because community colleges can leverage the existing California Community Colleges Board of Governors' Fee Waiver Program, which pays enrollment fees for low-income students. Additional private and public resources can be used to cover costs for such things as books and transportation, without which education access would continue to be limited for many students. The additional funds can also cover fees and expenses for middle income students.

#### **CURRENT CONSIDERATIONS**

Saddleback Community College and Irvine Valley College are currently developing a South Orange County Promise that would benefit District students. The initial goal for implementation for this program was the fall of 2018; however, college staff have accepted that this start date might be too optimistic and to ensure success it is more prudent to do it right rather than rush into a program. The District will work with both Saddleback College and Irvine Community College in developing this program. Anaheim Union High School District made public its Anaheim Pledge which provides another approach to the idea of expanding college opportunities by focusing more on the college readiness components of a promise rather than the financial aspects creating a way to increase the number of students attending four year universities from Anaheim Union. These considerations will factor into the development of the South Orange County Promise program.

Additional efforts are underway with Saddleback College including the reimagining of the High School Principal Partnership between Saddleback College, Saddleback Valley Unified School District and the District, and the presence of Saddleback College counselors on District high school campuses for up to 10 hours per week. In addition, District students currently benefit from the California Community Colleges Board of Governors' Fee Waiver Program where students who are financially eligible are able to have their Saddleback College tuition costs waived. District students are able to take Counseling 100 courses on our high school campuses taught by Saddleback College staff where District students learn how to be successful in college. Coupled with the efforts of Pati Romo, Executive Director Career Technical Education and her staff at articulating dozens of District and College and Career Advantage courses for Saddleback College credit and the Freshman Advantage program where District students are able to have several options available to them to acquire strong college transcripts and prepare more completely for college entrance while enrolled in District schools.

The following presentation will provide Trustees with an update on the efforts of South Orange County to provide a Promise for K-12 students including those who attend District schools as well as outlines the next steps toward the development of such a program. Staff anticipates a proposed draft for Trustee review within the next six to eight months.

#### FINANCIAL IMPLICATIONS

None

#### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees 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: Joshua Hill, Assistant Superintendent, Secondary Education

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services



# South Orange County College Promise

## Board Update October 11, 2017

EXHIBIT 27 An unwavering Commit o Student Success





### Vision:

- An unwavering commitment to student success.
   <u>Mission</u>:
- To prepare our students to meet the challenges of a rapidly changing world.

### **Teaching and Learning**

 Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students

> EXHIBIT 27 An unwavering Commitment to Student Success



# Agenda

- History of College Promise
- Overview of current Promise programs
- South Orange County Promise
- Next Steps



# History of College Promise in CA

- Ventura College Promise in 2006
- Seven additional Promise/Commitment programs added between 2007 and 2015
- Obama State of the Union speech in 2015
- Development of The College Promise Campaign in 2015
  - 15 Programs implemented or announced since 2016

An unwavering Commit ment to Student Success



## Current CA Promise Programs

- Tied to specific education institutions or institutions within a specific region.
- Offer funding for students who live in the geographic area to enable them to attend.
- Provide (non-financial) supports for students in K-12 institutions to improve college-going culture.



## South Orange County Promise

- Joint effort with Saddleback and Irvine Valley colleges.
- California Community College's Chancellor's Office has called for implementation by Fall of 2019.
- Internal work groups are currently researching statewide promise program models and identifying potential components of promise.

EXHIBIT 27 An unwavering Commit ment to Student Success



## Next Steps

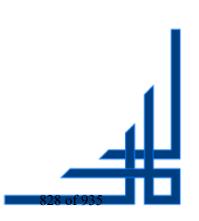
- External work groups will be formed this fall with K-12 partners (Saddleback Valley USD and Capistrano USD) and local business and city leaders.
- Program launch planned for Fall or Spring of 2018-19 school year.
- Board presentation March 2018 to update Trustees on progress and key program components.

EXHIBIT 27 An unwavering Commitment to Student Success



## Areas to Consider

- Development of Pathways from Middle School through employment
- Clear commitment to both articulated and dual enrollment courses
- Ability for students to earn certificates while still in High Schools
- Offering K-12 Enrichment opportunities
- Increase parent education and communication
- Priority enrollment after meeting specific criteria





## THANK YOU

EXHIBIT 27 12 of 12



#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From:	Susan Holliday, Associate Superintendent, Education Services Prepared by Debra Carrillo, Director of Student Support Programs
Date:	October 11, 2017
Board Item:	Board Update on Progress of English Learners and Services Provided

#### **HISTORY**

The Supreme Court of the United States determined that in order for public schools to comply with their legal obligations under Title VI of the Civil Rights Act of 1964 (Title VI), they must take affirmative steps to ensure that students with limited English proficiency (LEP) can meaningfully participate in their educational programs and services. That same year, Congress enacted the Equal Educational Opportunities Act (EEOA), which confirmed that public schools and State educational agencies (SEAs) must act to overcome language barriers that impede equal participation by students in their instructional programs.

The U.S. Department of Education's Office for Civil Rights (OCR) and U.S. Department of Justice (DOJ) released joint guidance on January 7, 2015, reminding states, school districts and schools of their obligations under federal law to ensure that English learners (ELs) have equal access to a high-quality education and the opportunity to achieve their full academic potential. Each Local Education Agency (LEA) is accountable for meeting their legal obligations to ELs and providing all ELs with the support needed to attain English language proficiency while meeting college-and career-readiness standards.

The US Department of Education has provided an English Learner Tool Kit for State and LEAs with information and resources to support this work. Listed below are the legal obligations for districts who serve English Learners.

- Identifying all English learner students
- Providing English learners with a language assistance program
- Staffing and supporting an English learner program
- Providing English learners meaningful access to core curricular and extracurricular programs
- Creating an inclusive environment for and avoiding the unnecessary segregation of English learners
- Addressing English learners with disabilities
- Serving English learners who opt out of EL programs
- Monitoring and exiting English learners from EL programs and services
- Evaluating the effectiveness of a district's EL program
- Ensuring meaningful communication with limited English proficient parents

#### **BACKGROUND INFORMATION**

Presently there are 9,187 Ever-EL students in the District. Of the total Ever-EL students, 4,111 Reclassified English Proficient Students (RFEP) and 5,076 ELs. Over 50 languages are represented by families in the District with a total number of 11,481 students from homes with a primary language other than English.

With the adoption of the California State Standards for English Language Arts (ELA) in 2010 and the California English Language Development (ELD) Standards in 2012, the District's ELA and ELD instructional materials became outdated due to their alignment with the previous ELA and ELD standards. In 2014 California published an ELA/ELD Framework and within this publication identified two modes by which ELD is taught; instruction must include Integrated and Designated ELD. The District's recent textbook adoption of the elementary ELA/ELD curriculum provides for both. In 2014-2015 a secondary ELD curriculum was adopted for use in Designated ELD sections. In 2017-2018 a secondary ELA/ELD curriculum is being piloted, with the intent to adopt in the 2018-2019 school year. ELD is considered core instruction for all English learners.

The state provides a standardized assessment by which students are initially identified as English learners and with which language proficiency is annually measured. The California English Language Development Test (CELDT) will be replaced in 2017-2018 by the English Language Proficiency Assessments for California (ELPAC). The ELPAC is aligned to current California State Standards and ELD standards.

The chart below details the services provided by the Service for English Learners Department toward meeting the needs of English learners and ensuring compliance with legal obligations.

English Learner Department Services	Legal Obligation	Description of Services Provided
Translation and Interpretation	<ul> <li>Staffing and supporting an English learner program</li> <li>Addressing English learners with disabilities</li> </ul>	<ul> <li>Written IEPs</li> <li>In-Person IEPs</li> <li>Parent conferences</li> <li>Parent meetings</li> </ul>
Language Proficiency Assessment and Reclassification	<ul> <li>Staffing and supporting an English learner program</li> <li>Identifying all English learner students</li> <li>Monitoring and exiting English learners from EL programs and services</li> <li>Creating an inclusive environment for and avoiding the unnecessary segregation of English learners</li> </ul>	<ul> <li>CELDT- Initial and Annual</li> <li>Summer program</li> <li>Reclassification</li> </ul>

English Learner Department Services	Legal Obligation	Description of Services Provided
Parent and Community	<ul> <li>Staffing and supporting an English learner program</li> <li>Ensuring meaningful communication with limited English proficient parents</li> <li>Creating an inclusive environment for and avoiding the unnecessary segregation of English learners</li> </ul>	<ul> <li>Written IEPs</li> <li>In-Person IEPs</li> <li>Parent conferences</li> <li>Parent meetings</li> <li>Bilingual Community Service Liaisons (BCSLs)</li> <li>Translation 15% Law</li> </ul>
Instruction	<ul> <li>Providing English learners with a language assistance program</li> <li>Staffing and supporting an English learner program</li> <li>Providing English learners meaningful access to core curricular and extracurricular programs</li> <li>Creating an inclusive environment for and avoiding the unnecessary segregation of English learners</li> <li>Addressing English learners with disabilities</li> <li>Serving English learners who opt out of EL programs</li> </ul>	<ul> <li>ELD curriculum and instruction</li> <li>Professional learning and support for EL advisors, principals, instructional coaches and curriculum specialists</li> <li>EL data and support with analysis</li> <li>Dual language specific support for teachers, principals and support staff</li> </ul>

#### **CURRENT CONSIDERATIONS**

As measured by the Smarter Balanced Assessment (SBA), a significant achievement gap of approximately 60 percent exists between all students and EL students in the area of ELA, and has persisted for each of the three years of the SBA implementation. Each elementary and secondary school site in the District has made a commitment to taking specific actions toward addressing this achievement gap. These commitments are included with school site specific data outlined in this report.

It takes most English learners 4-7 years to develop academic English proficiency. Once students have attained the level of proficiency that qualifies them for reclassification, their increased access to grade level academic content leads to greater overall academic performance. While there is a gap between RFEP students and all students, the gap in 2016-2017 was 8.21 percent, significantly less than the 60.26 percent gap between ELs and native English speakers.

The charts below details the 2016-2017 Smarter Balanced Assessment ELA results for all students, RFEP students and EL students.

<b>Overall Achievement ELA – All Students</b>										
	3rd	4th	5th	6th	7th	8th	11th	All		
# of Students Tested	3,283	3,509	3,574	3,897	3,714	3,890	3,883	25,750		
Standard Exceeded	34.83 %	37.29 %	32.08 %	33.02 %	33.79 %	34.07 %	45.16 %	35.80 %		
Standard Met	25.05 %	26.48 %	32.70 %	37.77 %	39.50 %	40.50 %	30.69 %	33.50 %		
Standard Nearly Met	20.51 %	16.53 %	17.47 %	17.33 %	15.17 %	16.07 %	14.32 %	16.69 %		
Stanuaru Nearly Met	20.31 %	10.35 %	17.47 %	17.33 %	13.17 %	10.07 %	14.32 %	10.09 %		
Standard Not Met	19.62 %	19.70 %	17.75 %	11.89 %	11.53 %	9.36 %	9.83 %	14.01 %		

<b>Overall Achievement ELA – RFEP Students</b>										
	3rd	4th	5th	6th	7th	8th	11th	All		
# of Students Tested	175	223	304	473	484	559	519	2,737		
Standard Exceeded	32.00 %	34.23 %	19.41 %	15.47 %	20.04 %	21.65 %	23.51 %	22.08 %		
Standard Met	30.29 %	31.98 %	38.82 %	44.07 %	42.15 %	41.50 %	34.87 %	39.01 %		
Standard Nearly Met	31.43 %	21.17 %	26.97 %	29.87 %	26.45 %	25.58 %	25.24 %	26.58 %		
Standard Not Met	6.29 %	12.61 %	14.80 %	10.59 %	11.36 %	11.27 %	16.38 %	12.32 %		

d 4th						
	5th	бth	7th	8th	11th	All
1 428	313	284	232	171	100	1,949
3 % 1.64 %	0.32 %	1.06 %	0.43 %	2.34 %	2.00 %	1.44 %
% 10.51 %	% 7.69 %	5.28 %	8.62 %	7.60 %	4.00 %	7.60 %
4 % 21 26 9	% <u>19</u> 87 %	25.00 %	25.00 %	28 65 %	24 00 %	24.02 %
						66.94 %
3	3 %     1.64 %       1 %     10.51 %       4 %     21.26 %	3 %       1.64 %       0.32 %         1 %       10.51 %       7.69 %         4 %       21.26 %       19.87 %	8 %       1.64 %       0.32 %       1.06 %         1 %       10.51 %       7.69 %       5.28 %         4 %       21.26 %       19.87 %       25.00 %	3 %       1.64 %       0.32 %       1.06 %       0.43 %         1 %       10.51 %       7.69 %       5.28 %       8.62 %         4 %       21.26 %       19.87 %       25.00 %       25.00 %	3 %         1.64 %         0.32 %         1.06 %         0.43 %         2.34 %           1 %         10.51 %         7.69 %         5.28 %         8.62 %         7.60 %           4 %         21.26 %         19.87 %         25.00 %         25.00 %         28.65 %	3 %         1.64 %         0.32 %         1.06 %         0.43 %         2.34 %         2.00 %           1 %         10.51 %         7.69 %         5.28 %         8.62 %         7.60 %         4.00 %           4 %         21.26 %         19.87 %         25.00 %         25.00 %         28.65 %         24.00 %

The data below represents the 2016-2017 SBA ELA scores for each school site in the District and includes the specific number of English learner students, RFEP students and all students who took the assessment at each grade level. Each school site has been provided data to ensure teachers are aware of their English learners, and has committed to specific actions intended to close the achievement gap.

Ambuehl ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested
# of Students	14	11	*	34	13	222
% Exceeded	0.00	9.09	*	2.94	15.38	23.87
% Met	14.29	9.09	*	11.76	23.08	23.42
% Nearly Met	7.14	27.27	*	11.76	46.15	19.37
% Standard Not Met	78.57	54.55	*	73.53	15.38	33.33
Commitment	ELD, PLC d SBA, Monito	ata discussion	boms 3 number disaggregatin ards for ELA as necessary.	ng EL student	scores – CEL	DT and/or

Arroyo Vista ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested			
# of Students	*	*	*	11	18	315			
% Exceeded	*	*	*	9.09	72.22	38.85			
% Met	*	*	*	9.09	22.22	32.17			
% Nearly Met	*	*	*	18.18	0.0	16.24			
% Standard Not Met	*	*	*	63.64	5.56	12.74			
Commitment	Monitor EL	PLC data discussion disaggregating EL student scores – CELDT and/or SBA, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

<b>Bathgate ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	21	22	321		
% Exceeded	*	*	*	4.76	27.27	39.56		
% Met	*	*	*	4.76	36.36	28.35		
% Nearly Met	*	*	*	28.57	31.82	18.38		
% Standard Not Met	*	*	*	61.90	4.55	13.71		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 2 days a week during Designated ELD, PLC data discussion disaggregating EL student scores – CELDT and/or SBA, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

<b>Canyon Vista ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	*	22	355		
% Exceeded	*	*	*	*	31.82	40.28		
% Met	*	*	*	*	50.0	29.30		
% Nearly Met	*	*	*	*	4.55	17.46		
% Standard Not Met	*	*	*	*	13.64	12.96		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 2 days a week during Designated ELD, PLC data discussion disaggregating EL student scores – CELDT and/or SBA.							

Capistrano Home & Virtual School	3rd GR ELs	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested		
# of Students	*	*	*	*	*	81		
% Exceeded	*	*	*	*	*	27.16		
% Met	*	*	*	*	*	44.44		
% Nearly Met	*	*	*	*	*	18.52		
% Standard Not Met	*	*	*	*	*	9.88		
Commitment	Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

Carl Hankey ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested
# of Students	*	13	*	29	21	203
% Exceeded	*	7.69	*	3.45	19.05	26.60
% Met	*	0.00	*	3.45	19.05	23.15
% Nearly Met	*	7.69	*	13.79	42.86	18.72
% Standard Not Met	*	84.62	*	79.31	19.05	31.53
Commitment	Commit to v	valking classro	ooms during D	esignated EL	D.	

<b>Castille ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	12	*	312		
% Exceeded	*	*	*	0.00	*	41.67		
% Met	*	*	*	33.33	*	27.56		
% Nearly Met	*	*	*	8.33	*	16.99		
% Standard Not Met	*	*	*	58.33	*	13.78		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 2 days a week during Designated ELD, PLC data discussion disaggregating EL student scores – CELDT and/or SBA, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

<b>Chaparral ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	*	13	421		
% Exceeded	*	*	*	*	53.85	47.03		
% Met	*	*	*	*	23.08	28.50		
% Nearly Met	*	*	*	*	7.69	15.20		
% Standard Not Met	*	*	*	*	15.38	9.26		
Commitment	Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

Clarence Lobo ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	11	*	24	14	185		
% Exceeded	*	18.18	*	8.33	28.57	26.49		
% Met	*	9.09	*	4.17	35.71	28.11		
% Nearly Met	*	9.09	*	4.17	14.29	15.68		
% Standard Not Met	*	63.64	*	83.33	21.43	29.73		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms during Designated ELD, Professional learning focused on ELD/support for EL students, PLC data discussion disaggregating EL student scores – CELDT and/or SBA.							

Concordia ES	3rd GR ELs	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	23	*	337		
% Exceeded	*	*	*	4.35	*	40.95		
% Met	*	*	*	21.74	*	26.71		
% Nearly Met	*	*	*	17.39	*	16.02		
% Standard Not Met	*	*	*	56.52	*	16.32		
Commitment	Collect all Designated ELD instructional schedules. Professional learning focused on ELD/support for EL students.							

Del Obispo ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	25	22	12	59	*	183		
% Exceeded	12.00	4.55	0.00	6.78	*	24.04		
% Met	8.00	9.09	16.67	10.17	*	22.95		
% Nearly Met	32.00	27.27	25.00	28.81	*	19.67		
% Standard Not Met	48.00	59.09	58.33	54.24	*	33.33		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 2 days a week during Designated ELD, Professional learning focused on ELD/support for EL students, PLC data discussion disaggregating EL student scores – CELDT and/or SBA, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

Don Juan Avila ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	15	32	392		
% Exceeded	*	*	*	0.00	50.00	43.11		
% Met	*	*	*	20.00	34.38	27.30		
% Nearly Met	*	*	*	53.33	12.50	17.60		
% Standard Not Met	*	*	*	26.67	3.13	11.99		
Commitment	Collect all Designated ELD instructional schedules, Professional learning focused on ELD/support for EL students, PLC data discussion disaggregating EL student scores – CELDT and/or SBA.							

George White ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested	
# of Students	*	*	*	18	16	305	
% Exceeded	*	*	*	0.00	18.75	27.87	
% Met	*	*	*	0.00	25.00	30.49	
% Nearly Met	*	*	*	11.11	37.50	21.64	
% Standard Not Met	*	*	*	88.89	18.75	20.00	
Commitment	Commit to walking classrooms x number of days a week during Designated ELD, PLC data discussion disaggregating EL student scores – CELDT and/or SBA, 1 number of group coaching with ELD as focus.						

<b>Hidden Hills ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested		
# of Students	16	14	19	49	38	181		
% Exceeded	0.00	0.00	0.00	0.00	26.32	23.76		
% Met	18.75	7.14	10.53	12.24	44.74	26.52		
% Nearly Met	37.50	28.57	42.11	36.73	18.42	24.86		
% Standard Not Met	43.75	64.29	47.37	51.02	10.53	24.86		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 2 days a week during Designated ELD, Professional learning focused on ELD/support for EL students, PLC data discussion disaggregating EL student scores – CELDT and/or SBA.							

John Malcom ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested		
# of Students	*	*	*	*	*	373		
% Exceeded	*	*	*	*	*	39.95		
% Met	*	*	*	*	*	31.10		
% Nearly Met	*	*	*	*	*	15.82		
% Standard Not Met	*	*	*	*	*	13.14		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 1 number of days a week during Designated ELD.							

Kinoshita ES	3rd GR ELs	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested		
# of Students	55	65	40	160	109	300		
% Exceeded	0.00	0.00	0.00	0.00	22.22	10.07		
% Met	10.91	6.15	10.00	8.75	37.96	21.81		
% Nearly Met	30.91	27.69	22.50	27.50	28.70	27.52		
% Standard Not Met	58.18	66.15	67.50	63.75	11.11	40.60		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 2 days a week during Designated ELD.							

Ladera Ranch ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested	
# of Students	*	*	*	*	14	434	
% Exceeded	*	*	*	*	42.86	42.40	
% Met	*	*	*	*	21.43	32.49	
% Nearly Met	*	*	*	*	28.57	14.52	
% Standard Not Met	*	*	*	*	7.14	10.60	
Commitment	PLC data discussion disaggregating EL student scores – CELDT and/or SBA						

Laguna Niguel ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	26	16	287		
% Exceeded	*	*	*	0.00	37.50	41.46		
% Met	*	*	*	11.54	18.75	27.18		
% Nearly Met	*	*	*	30.77	37.50	16.72		
% Standard Not Met	*	*	*	57.69	6.25	14.63		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 3 days a week during Designated ELD, PLC data discussion disaggregating EL student scores – CELDT and/or SBA.							

Las Flores ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	*	16	14	295
% Exceeded	*	*	*	0.00	28.57	37.29
% Met	*	*	*	0.00	42.86	29.15
% Nearly Met	*	*	*	6.25	21.43	15.59
% Standard Not Met	*	*	*	93.75	7.14	17.97
Commitment	Commit to w	alking classro	ooms 2 days a	week during I	Designated EI	JD.

Las Palmas ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	42	54	39	135	34	393		
% Exceeded	0	0	2.56	0.74	25.53	23.66		
% Met	2.38	9.26	7.69	6.67	32.35	23.66		
% Nearly Met	30.95	16.67	20.51	22.22	35.29	21.12		
% Standard Not Met	66.67	74.07	69.23	70.37	8.82	31.55		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms during Designated ELD, Professional learning focused on ELD/support for EL students, PLC data discussion disaggregating EL student scores – CELDT and/or SBA, implement group coaching with ELD as focus, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

Marblehead ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested	
# of Students	15	21	11	47	22	188	
% Exceeded	0.00	0.00	0.00	0.00	4.55	14.89	
% Met	0.00	0.00	9.09	2.13	22.73	25.00	
% Nearly Met	26.67	14.29	0.00	14.89	54.55	23.40	
% Standard Not Met	73.33	85.71	90.91	82.98	18.18	36.70	
Commitment	PLC data discussion disaggregating EL student scores – CELDT and/or SBA.						

M. Bergeson ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested	
# of Students	*	*	*	15	16	333	
% Exceeded	*	*	*	0.00	37.50	36.64	
% Met	*	*	*	13.33	18.75	27.03	
% Nearly Met	*	*	*	13.33	12.50	17.42	
% Standard Not Met	*	*	*	73.33	31.25	18.92	
Commitment	PLC data discussion disaggregating EL student scores – CELDT and/or SBA, group coaching with ELD as focus.						

Moulton ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested	
# of Students	*	*	*	20	26	331	
% Exceeded	*	*	*	5.00	26.92	40.18	
% Met	*	*	*	10.00	38.46	28.40	
% Nearly Met	*	*	*	25.00	26.92	17.22	
% Standard Not Met	*	*	*	60.00	7.69	14.20	
Commitment	Professional	learning focus	sed on ELD/su	upport for EL	students, PLC	data	
	discussion disaggregating EL student scores – CELDT and/or SBA.						

<b>Oak Grove ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested	
# of Students	*	*	*	12	40	343	
% Exceeded	*	*	*	0.00	32.50	43.73	
% Met	*	*	*	25.00	40.00	28.57	
% Nearly Met	*	*	*	58.33	20.00	18.08	
% Standard Not Met	*	*	*	16.67	7.50	9.62	
Commitment	PLC data discussion disaggregating EL student scores – CELDT and/or SBA.						

Oso Grande ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	*	*	596		
% Exceeded	*	*	*	*	*	42.11		
% Met	*	*	*	*	*	33.89		
% Nearly Met	*	*	*	*	*	15.27		
% Standard Not Met	*	*	*	*	*	8.72		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 2-3 days a week during Designated ELD.							

Palisades ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested
# of Students	*	*	*	25	12	236
% Exceeded	*	*	*	0.00	8.33	18.22
% Met	*	*	*	0.00	41.67	28.81
% Nearly Met	*	*	*	16.00	25.00	24.15
% Standard Not Met	*	*	*	84.00	25.00	28.81
Commitment	PLC data dis	scussion disag	gregating EL	student scores	– CELDT and	d/or SBA.

Philip Reilly ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested
# of Students	*	*	*	*	*	221
% Exceeded	*	*	*	*	*	44.34
% Met	*	*	*	*	*	26.70
% Nearly Met	*	*	*	*	*	16.29
% Standard Not Met	*	*	*	*	*	12.67
Commitment	PLC data dis	cussion disag	gregating EL	student scores	– CELDT and	d/or SBA.

<b>RH Dana ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested
# of Students	21	18	18	57	41	134
% Exceeded	0.00	0.00	0.00	0.00	19.51	6.77
% Met	0.00	0.00	5.88	1.79	24.39	12.03
% Nearly Met	19.05	16.67	23.53	19.64	29.27	28.57
% Standard Not Met	80.95	83.33	70.59	78.57	26.83	52.63
	Collect all D	esignated ELI	D instructional	l schedules, C	ommit to wall	king.
	Classrooms 2	2-3 days a wee	ek during Desi	ignated ELD,	Professional 1	earning
Commitment	focused on E	ELD/support for	or EL students	s, PLC data dis	scussion disag	gregating
	EL student scores – CELDT and/or SBA.					

<b>RH Dana ENF</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested		
# of Students	*	*	*	*	*	*		
% Exceeded	*	*	*	*	*	*		
% Met	*	*	*	*	*	*		
% Nearly Met	*	*	*	*	*	*		
% Standard Not Met	*	*	*	*	*	*		
Commitment	Professional	Professional learning focused on ELD/support for EL students.						

San Juan ES	3rd GR ELs	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested		
# of Students	80	68	52	200	45	368		
% Exceeded	1.25	0.00	0.00	0.50	13.33	13.32		
% Met	1.25	16.18	7.69	8.00	44.44	20.38		
% Nearly Met	17.50	20.59	19.23	19.00	33.33	20.92		
% Standard Not Met	80.00	63.24	73.08	72.50	8.89	45.38		
Commitment	Collect all Designated ELD instructional schedules, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

Tijeras Creek ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested		
# of Students	*	*	*	*	*	184		
% Exceeded	*	*	*	*	*	31.52		
% Met	*	*	*	*	*	35.33		
% Nearly Met	*	*	*	*	*	16.85		
% Standard Not Met	*	*	*	*	*	16.30		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms during Designated ELD, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

<b>Truman Benedict ES</b>	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested	
# of Students	*	*	*	*	*	326	
% Exceeded	*	*	*	*	*	42.64	
% Met	*	*	*	*	*	32.52	
% Nearly Met	*	*	*	*	*	14.42	
% Standard Not Met	*	*	*	*	*	10.43	
Commitment	Collect all Designated ELD instructional schedules, PLC data discussion disaggregating EL student scores – CELDT and/or SBA.						

Viejo ES	3rd GR ELs	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested	
# of Students	35	27	18	80	23	184	
% Exceeded	0.00	0.00	0.00	0.00	17.39	15.22	
% Met	5.71	14.81	5.56	8.75	39.13	27.72	
% Nearly Met	31.43	18.52	22.22	25.00	26.09	19.57	
% Standard Not Met	62.86	66.67	72.22	66.25	17.39	37.50	
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 1 day a week during Designated ELD, Professional learning focused on ELD/support for EL students.						

Vista Del Mar ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	*	*	*	*	*	588		
% Exceeded	*	*	*	*	*	45.92		
% Met	*	*	*	*	*	31.63		
% Nearly Met	*	*	*	*	*	14.80		
% Standard Not Met	*	*	*	*	*	7.65		
Commitment	Collect all Designated ELD instructional schedules, Commit to walking classrooms 1 day a week during Designated ELD, PLC data discussion disaggregating EL student scores – CELDT and/or SBA, Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

Wagon Wheel ES	<b>3rd GR ELs</b>	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested			
# of Students	*	*	*	*	*	279			
% Exceeded	*	*	*	*	*	45.88			
% Met	*	*	*	*	*	32.97			
% Nearly Met	*	*	*	*	*	13.98			
% Standard Not Met	*	*	*	*	*	7.17			
Commitment		Monitor EL report cards for ELA overall grades of 2 or below - conference with teachers as necessary.							

Wood Canyon ES	3rd GR ELs	4 <sup>th</sup> GR ELs	5 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	*	22	20	209
% Exceeded	*	*	*	4.55	30.00	21.05
% Met	*	*	*	4.55	25.00	24.40
% Nearly Met	*	*	*	31.82	35.00	28.23
% Standard Not Met	*	*	*	59.09	10.00	26.32
Commitment	Commit to w	alking classro	ooms during D	Designated ELI	Э.	

Aliso Viejo MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8th GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	19	18	17	54	119	1,084		
% Exceeded	0.00	0.00	0.00	0.00	20.17	32.47		
% Met	15.79	11.11	11.76	12.96	45.38	42.71		
% Nearly Met	47.37	11.11	17.65	25.93	23.53	15.87		
% Standard Not Met	36.84	77.78	70.59	61.11	10.92	8.95		
Commitment	Monitoring	Monitoring of progress reports for EL students.						

Arroyo Vista MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested	
# of Students	*	*	*	*	23	387	
% Exceeded	*	*	*	*	47.83	44.19	
% Met	*	*	*	*	30.43	36.43	
% Nearly Met	*	*	*	*	17.39	11.63	
% Standard Not Met	*	*	*	*	4.35	7.75	
Commitment	Monitoring of progress reports for EL students.						

<b>Bernice Ayer MS</b>	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested		
# of Students	38	29	18	85	111	884		
% Exceeded	0.00	0.00	0.00	0.00	15.32	36.47		
% Met	0.00	0.00	0.00	0.00	48.65	38.96		
% Nearly Met	26.32	31.03	11.11	24.71	28.83	13.59		
% Standard Not Met	73.68	68.97	88.89	75.29	7.21	10.00		
Commitment	EL students will be given 6 CFAs this year in all subject matters. EL student achievement results will be analyzed and action plans for reteaching and re-assessing will be created by teacher teams.							

<b>Carl Hankey MS</b>	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested	
# of Students	*	14	*	25	40	236	
% Exceeded	*	0.00	*	0.00	12.50	32.20	
% Met	*	0.00	*	4.00	55.00	38.14	
% Nearly Met	*	50.00	*	44.00	27.50	18.64	
% Standard Not Met	*	50.00	*	52.00	5.00	11.02	
Commitment	Monitoring of progress reports for EL students.						

Don Juan Avila MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8th GR ELs	EL Tested	RFEP	All Tested
# of Students	*	12	*	24	143	1,195
% Exceeded	*	0.00	*	0.00	32.87	35.73
% Met	*	16.67	*	16.67	41.96	41.26
% Nearly Met	*	33.33	*	29.17	14.69	13.31
% Standard Not Met	*	50.00	*	54.17	10.49	9.71
Commitment	Monitoring of progress reports for EL students.					

Fred Newhart MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8th GR ELs	<b>EL Tested</b>	RFEP	All Tested
# of Students	32	27	16	75	124	1,150
% Exceeded	3.13	0.00	6.25	2.67	16.94	31.83
% Met	6.25	18.52	0.00	9.33	35.48	37.48
% Nearly Met	18.75	25.93	37.50	25.33	29.84	18.17
% Standard Not Met	71.88	55.56	56.25	62.67	17.74	12.52
Commitment	PLC data discussion disaggregating EL student scores – CELDT and/or SBA.					

Ladera Ranch MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8 <sup>th</sup> GR ELs	<b>EL Tested</b>	RFEP	All Tested
# of Students	*	*	*	15	90	1,527
% Exceeded	*	*	*	0.00	45.56	47.71
% Met	*	*	*	20.00	36.67	37.48
% Nearly Met	*	*	*	26.67	11.11	10.22
% Standard Not Met	*	*	*	53.33	6.67	4.59
Commitment	Monitoring of progress reports for EL students.					

Las Flores MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8th GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	*	11	51	981
% Exceeded	*	*	*	18.18	23.53	33.33
% Met	*	*	*	9.09	45.10	41.08
% Nearly Met	*	*	*	18.18	19.61	16.72
% Standard Not Met	*	*	*	54.55	11.76	8.87
Commitment	Monitoring of progress reports for EL students.					

Marco Forster MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	110	86	65	261	507	1,367
% Exceeded	0.00	0.00	3.08	0.77	15.58	22.97
% Met	2.73	6.98	12.31	6.51	43.59	34.75
% Nearly Met	24.55	25.58	35.38	27.59	32.15	22.90
% Standard Not Met	72.73	67.44	49.23	65.13	8.68	19.39
Commitment	by language class sizes to provided dur to inspire tha analyze data specific stud teachers, pro regular, on-g them to take the curriculu	level providin o an average of ing ACE time at All means A for all of their ent groups for vide all teach onig basis, ex an elective be m, provide pa	ontent areas to ag students with f 11:1, site foc e, Anthony Mu ALL, provide t r students and r re-teaching in ers with feedb tend the school eyond ELD (su rent education Reflective Lea	th EO models sus on student thammad to pre- eachers with H focus on type n a true PLC n ack on GFI im ol day by 1 ho uch as music on n to support pa	in every class interaction wi resent to all st PD to create C s of errors ma nodel, SIOP tr plementation ur for students r art,) to avoid rents at home	, lower ELD th PD aff members FA's and de by ain all new on a s to allow l narrowing

Niguel Hills MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8th GR ELs	EL Tested	RFEP	All Tested
# of Students	22	21	20	63	173	1,127
% Exceeded	4.55	0.00	0.00	1.59	9.83	23.78
% Met	0.00	4.76	5.00	3.17	39.31	41.08
% Nearly Met	22.73	28.57	30.00	26.98	35.26	20.50
% Standard Not Met	72.73	66.67	65.00	68.25	15.61	14.64
Commitment	Monitoring of	of progress rep	ports for EL st	udents.		

Shorecliffs MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	22	16	17	55	101	853
% Exceeded	0.00	0.00	0.00	0.00	8.00	26.00
% Met	0.00	6.25	5.88	3.64	41.00	40.94
% Nearly Met	13.64	0.00	17.65	10.91	30.00	18.82
% Standard Not Met	86.36	93.75	76.47	85.45	21.00	14.24
Commitment	PLC data dis	scussion disag	gregating EL	student scores	– CELDT and	d/or SBA.

Vista Del Mar MS	6 <sup>th</sup> GR ELs	7 <sup>th</sup> GR ELs	8th GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	*	12	32	649
% Exceeded	*	*	*	0.00	25.00	42.90
% Met	*	*	*	8.33	53.13	39.97
% Nearly Met	*	*	*	33.33	12.50	12.50
% Standard Not Met	*	*	*	58.33	9.38	4.63
Commitment	Monitoring	of progress rep	ports for EL st	udents.		

Aliso Niguel HS	9th GR ELs	10 <sup>th</sup> GR ELs	11 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	16	16	82	736
% Exceeded	*	*	6.25	6.25	29.27	46.99
% Met	*	*	6.25	6.25	39.02	32.79
% Nearly Met	*	*	25.00	25.00	19.51	11.34
% Standard Not Met	*	*	62.50	62.50	12.20	8.88
Commitment	Monitoring	of progress rep	oorts for EL st	udents.		

Capistrano Valley HS	9th GR ELs	10 <sup>th</sup> GR ELs	11 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	28	28	82	540
% Exceeded	*	*	3.57	3.57	25.61	43.60
% Met	*	*	3.57	3.57	40.24	28.94
% Nearly Met	*	*	28.57	28.57	21.95	16.33
% Standard Not Met	*	*	64.29	64.29	12.20	11.13
Commitment	Monitoring	of progress rep	oorts for EL st	udents.		

Dana Hills HS	9th GR ELs	10 <sup>th</sup> GR ELs	11 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	*	*	92	587
% Exceeded	*	*	*	*	17.39	39.59
% Met	*	*	*	*	43.48	32.76
% Nearly Met	*	*	*	*	21.74	17.58
% Standard Not Met	*	*	*	*	17.39	10.07
Commitment	Monitoring	of progress rep	oorts for EL st	udents.		

Junipero Serra HS	9th GR ELs	10 <sup>th</sup> GR ELs	11 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	15	15	28	77
% Exceeded	*	*	0.00	0.00	0.00	5.19
% Met	*	*	0.00	0.00	7.14	6.49
% Nearly Met	*	*	20.00	20.00	50.00	35.06
% Standard Not Met	*	*	80.00	80.00	42.86	53.25
Commitment	PLC data dis	scussion disag	gregating EL	student scores	- CELDT and	d/or SBA.

San Clemente HS	9th GR ELs	10 <sup>th</sup> GR ELs	11 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	13	13	104	666
% Exceeded	*	*	0.00	0.00	16.35	40.84
% Met	*	*	0.00	0.00	21.15	31.23
% Nearly Met	*	*	7.69	7.69	36.54	15.62
% Standard Not Met	*	*	92.31	92.31	25.96	12.31
Commitment				cifically design by language l		idents.

San Juan Hills HS	9th GR ELs	10 <sup>th</sup> GR ELs	11 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	17	17	103	609
% Exceeded	*	*	0.00	0.00	30.10	52.71
% Met	*	*	0.00	0.00	43.69	31.36
% Nearly Met	*	*	23.53	23.53	20.39	10.67
% Standard Not Met	*	*	76.47	76.47	5.83	5.25
Commitment	Monitoring	of progress rep	oorts for EL st	udents.		

Tesoro HS	9th GR ELS	10 <sup>th</sup> GR ELs	11 <sup>th</sup> GR ELs	EL Tested	RFEP	All Tested
# of Students	*	*	*	*	27	617
% Exceeded	*	*	*	*	48.15	52.84
% Met	*	*	*	*	25.93	29.01
% Nearly Met	*	*	*	*	14.81	13.29
% Standard Not Met	*	*	*	*	11.11	4.86
Commitment	Group coact	hing with ELI	as focus.			

#### DATA

California has added the following definitions in its reporting of data regarding English learners. The data below speaks to the importance of identifying those students at risk of not reclassifying within a reasonable time frame and therefore becoming Long Term English Learners (LTELS). This is 2016-2017 data as reported by Data Quest through the California Department of Education.

New State I	New State Definitions/Classification of English Learner Data					
EL 0-3 Years	An EL student in kindergarten through grade 12 who has been who has been enrolled in a U.S. school for 0-3 years					
EL 4-5 Years At-Risk	An EL student in kindergarten through grade 12 who has been who has been enrolled in a U.S. school for 4-5 years, has scored at the intermediate level or below on the prior year administration of the CELDT; and for students in grades 4 to 9, inclusive, has scored in the fourth or fifth year at the "Standard Not Met" level on the prior year administration of the CAASPP-ELA.					
EL 4+ Years Not At-Risk or LTEL	An EL student in kindergarten through grade 12 who has been enrolled in a U.S. school for 4+ years and who has been determined to not meet the criteria for being "At-Risk" or LTEL, either because they are not in the applicable grade levels or because they have made progress on the CELDT and CAASPP-ELA					

An EL student in kindergarten through grade 12 who has been enrolled in a U.S. school for 6+ years and
 has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the CELDT
 for students in grades 6 to 9, inclusive, has scored at the "Standard Not Met" level on the prior year administration of the CAASPP-ELA

		English				
School	EL 0-3 Years	At-Risk 4-5 Years	LTEL 6+ Years	EL 4+ Years Not At- Risk or LTEL	RFEP	Total (Ever-EL)
Aliso Niguel High	49	8	26	12	393	488
Aliso Viejo Middle	21	1	18	31	108	179
Arroyo Vista Elementary	24	4	0	6	15	49
Arroyo Vista Middle	2	0	4	1	22	29
Bathgate Elementary	47	12	0	9	14	82
Bernice Ayer Middle	2	1	48	45	102	198
Bridges Community Day	0	0	1	0	2	3
Canyon Vista Elementary	27	1	0	4	12	44
Capistrano Valley High	23	3	77	37	388	528
Carl Hankey Elementary	63	20	0	7	11	101
Carl Hankey Middle	8	0	13	9	31	61
Castille Elementary	29	8	0	3	5	45
Chaparral Elementary	29	1	0	6	6	42
Clarence Lobo Elementary	38	12	0	13	5	68

		English				
School	EL 0-3 Years	At-Risk 4-5 Years	LTEL 6+ Years	EL 4+ Years Not At- Risk or LTEL	RFEP	Total (Ever-EL)
Concordia Elementary	30	5	0	11	5	51
Dana Hills High	21	3	55	19	396	494
Del Obispo Elementary	75	22	0	18	1	116
Don Juan Avila Elementary	70	6	0	14	12	102
Don Juan Avila Middle	12	2	9	16	125	164
George White Elementary	52	10	0	10	9	81
Harold Ambuehl Elementary	45	14	0	10	7	76
Hidden Hills Elementary	79	21	0	33	18	151
John Malcom Elementary	16	2	0	3	8	29
Junipero Serra High	6	0	11	8	39	64
Kinoshita Elementary	341	77	0	59	59	536
Ladera Ranch Elementary	27	3	0	5	8	43
Ladera Ranch Middle	7	1	9	7	88	112
Laguna Niguel Elementary	60	9	0	11	13	93
Las Flores Elementary	32	10	0	4	8	54
Las Flores Middle	3	0	5	5	47	60
Las Palmas Elementary	216	76	0	44	11	347
Marblehead Elementary	79	30	0	24	8	141
Marco Forster Middle	17	2	161	176	435	791
Marian Bergeson Elementary	53	7	0	13	6	79

		English					
School	EL 0-3 Years	At-Risk 4-5 Years	LTEL 6+ Years	EL 4+ Years Not At- Risk or LTEL	RFEP	Total (Ever-EL)	
Moulton Elementary	46	8	0	16	14	84	
Newhart Middle	12	1	36	52	103	204	
Niguel Hills Middle	11	0	29	40	156	236	
Oak Grove Elementary	49	4	0	17	20	90	
Oso Grande Elementary	21	1	0	5	5	32	
Palisades Elementary	54	22	0	8	6	90	
Philip J. Reilly Elementary	33	2	0	4	2	41	
Richard Henry Dana Elementary	93	33	0	31	17	174	
RH Dana Exceptional Needs	13	9	0	0	2	24	
San Clemente High	26	3	53	39	389	510	
San Juan Elementary	307	96	0	50	13	466	
San Juan Hills High	15	0	61	32	440	548	
Shorecliffs Middle	6	0	33	55	74	168	
Tesoro High	13	1	5	3	136	158	
Tijeras Creek Elementary	19	2	0	2	5	28	
Truman Benedict Elementary	8	1	0	2	3	14	
Viejo Elementary	153	38	0	22	4	217	
Vista del Mar Elementary	26	4	0	6	4	40	

School		English				
	EL 0-3 Years	At-Risk 4-5 Years	LTEL 6+ Years	EL 4+ Years Not At- Risk or LTEL	RFEP	Total (Ever-EL)
Vista del Mar Middle	5	0	9	5	25	44
Wagon Wheel Elementary	9	0	0	1	4	14
Wood Canyon Elementary	61	12	0	14	11	98
Capistrano Unified	2,653	616	701	1,106	4,111	9,187

#### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees recognize Susan Holliday, Associate Superintendent, Education Services, to present the Board Update on Progress of English Learners and Services Provided and answer any questions Trustees may have.

**PREPARED BY:** Debra Carrillo, Director of Student Support Programs

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

# ENGLISH LEARNER DATA AND INSTRUCTIONAL SUPPORT

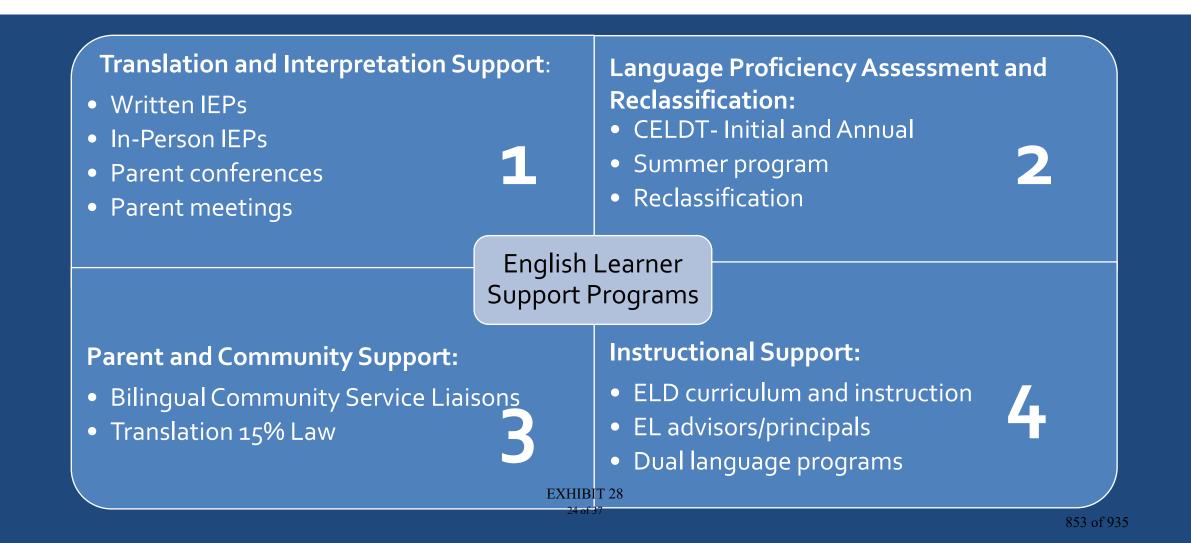
Capistrano Unified School District

October 11, 2017

\*Last slide of presentation defines all acronyms

EXHIBIT 28

## **SERVICES FOR ENGLISH LEARNERS**



## TRANSLATION AND INTERPRETATION SUPPORT

## TRANSLATION AND INTERPRETATION SUPPORT

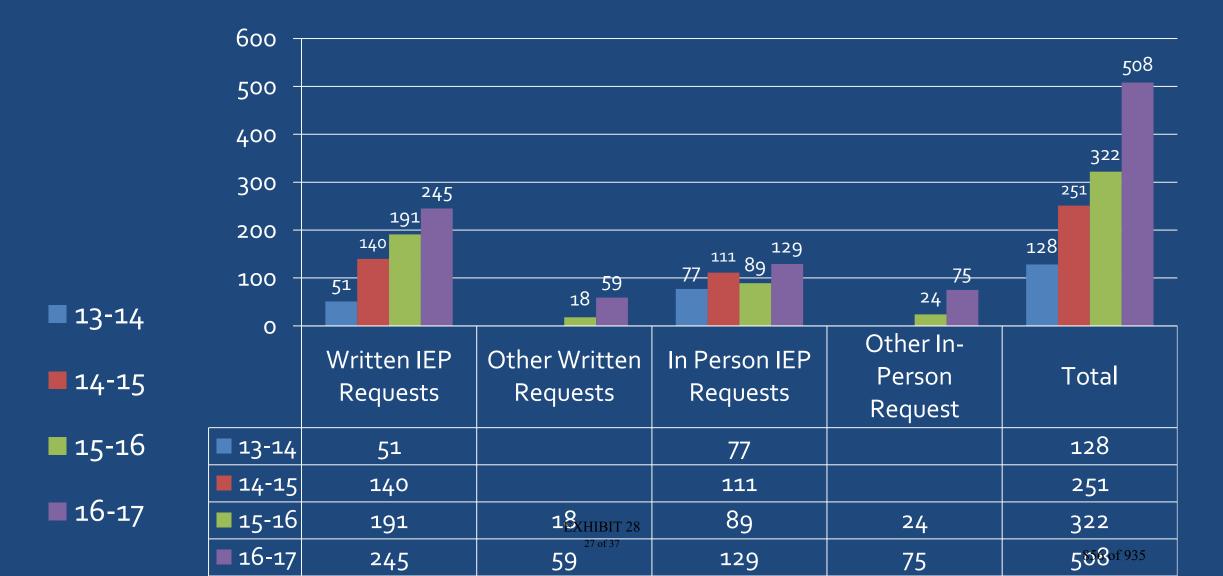
Previously:

- Lack of data IEP written requests not tracked or monitored
- Up to 6 months for written IEPs to be completed

#### Systems developed to address these issues

- IEP translations now completed within two weeks of requests
- All requests made in the final days of 2016-2017 school year fulfilled by June 30<sup>th</sup>
- New service provider with expertise in education contracted to provide translation of IEPs in languages other than Spanish

### TRANSLATION REQUESTS 2013-2014 to 2016-2017



## LANGUAGE PROFICIENCY ASSESSMENT AND RECLASSIFICATION

## 2 LANGUAGE PROFICIENCY ASSESSMENT AND RECLASSIFICATION

## Actions

**Reclassification Paperwork –** Procedures revised, accountability system implemented including training for EL Advisors

**Testing procedures** - Revised to ensure all students assessed within the required administration windows

**Summer Language Support** - Reallocation of EL budget to provide EL Summer Institute involving instruction and testing. Targeted LTEL students (1,087 students attended – Summer 2016)

ELPAC Pilot – Participation in order to develop understanding of both instructional and procedural needs (Spring 2017) EXHIBIT 28 29 of 37

### **Next Steps:**

- Change in testing procedures due to new instrument for initial and annual English learner assessments; ELPAC replaces CELDT in 2017-2018
- Professional learning around transition to new assessment and implications for reclassification rates
- Increased instructional support as elementary schools implement ELD with new curriculum
- Support to sites in developing action plans to address fifth graders not yet reclassified

## **RECLASSIFICATION RATES**

	11-12	12-13	13-14	14-15	15-16	16-17
CUSD	311	558	535	636	705	731
	(5.9%)	(10.3%)	(9.9%)	(11.8%)	(13.4%)	(14.0%)
County	16,675	18,553	16,601	12,393	15,949	15,449
	(12.3%)	(14.3%)	(12.4%)	(9.5%)	(12.3%)	<b>(12.6%)</b>
State	172,803 (12.0%)	168,960 (12.2%)	169,573 (1210%) <sup>30 of 37</sup>	154,959 (11.0%)	155,774 (11.2%)	183,272 (13.3%) <sup>859 of 935</sup>

## PARENT AND COMMUNITY SUPPORT

# 3

## PARENT AND COMMUNITY SUPPORT

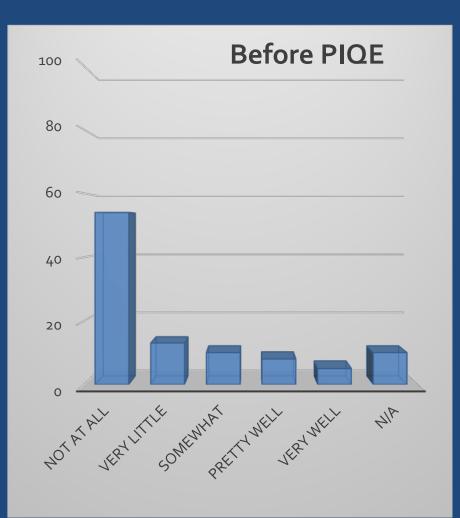
## Actions:

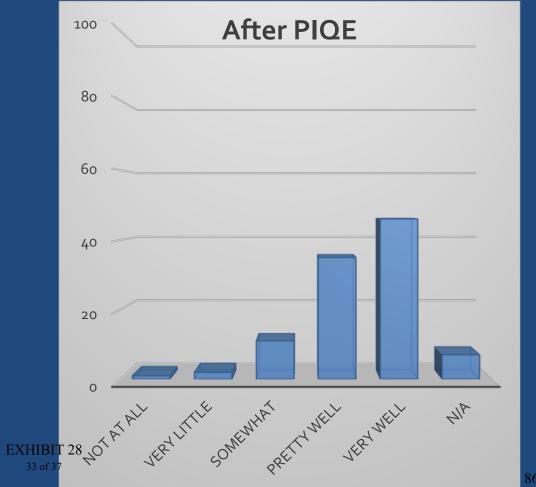
- ELAC requirement at sites meeting eligibility requirement (21+ EL students enrolled)
- Annual training of ELAC officers, Administrators, EL Advisors
- Bimonthly DELAC meetings
- Collaboration with CAC and PTA meeting attendance and translations
- Parent Workshops at multiple sites Parent Institute of Quality for Education (PIQE)
  330 parents participated in 2016-2017
- Bimonthly professional learning for 38 Bilingual Community Service Liaisons (BCSLS) BIL 28

## **Next Steps:**

- Greater interaction with other parent groups – ELAC officers and site BCSLs will attend PTA meetings
- Development of parent workshops and resources based on parent feedback
- PIQE 2 follow up workshops implemented across sites

#### HOW WELL DO YOU KNOW THE FOLLOWING CONCEPTS AND THEIR IMPORTANCE... A-G COLLEGE REQUIREMENT CLASSES?

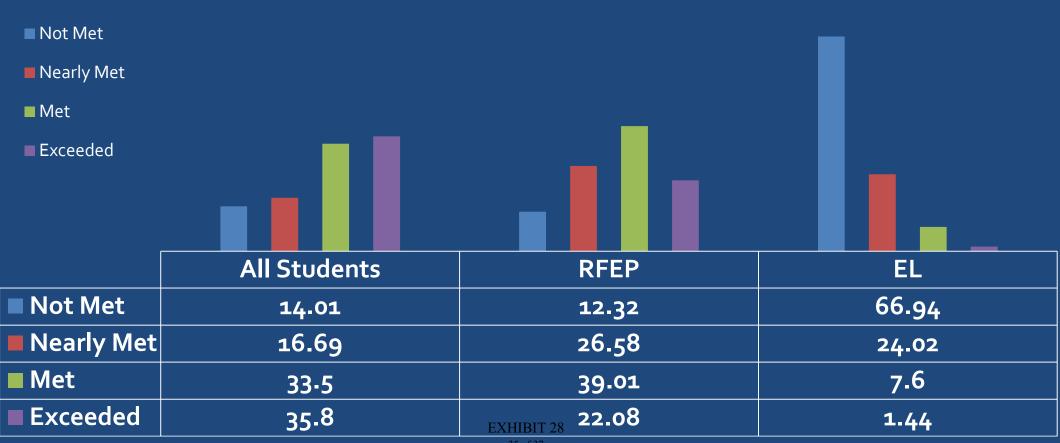




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## **INSTRUCTIONAL SUPPORT**

## PERCENT OF STUDENTS MET OR EXCEEDED THE STANDARD ON THE **ELA** SMARTER BALANCED ASSESSMENT (SBA)



# 4

## **INSTRUCTIONAL SUPPORT**

## Actions:

- One EL Advisor at each site
  - 5 days of professional learning annually
  - Targeted instructional support for EL students, and teachers
  - Monitoring of compliance items and data
- ELD training for administrators grouping options, scheduling, ELD levels, and EL student data
- Training of all elementary teachers with the ELA/ELD Framework and ELD standards
- Training of all elementary teachers in implementation of ELD component provided in new curriculum
- Sites were provided SBA ELA data for each EL students
- Sites were provided lists of EL students by teacher

## **Next Steps:**

- Support administrators in
  - analyzing site data
  - planning targeted PL for teachers
  - preparation for Initial Parent Meeting
  - implementation of Designated ELD
- Support commitments by site administrators to specific actions they will take to close the achievement gap
- Plan and facilitate optional professional learning opportunities for teachers
- Continued professional learning for EL Advisors as sitebased instructional coaches
- Professional learning to further develop the capacity of District instructional coaches in supporting differentiated instruction for all students (including ELs)

## ACRONYMS

- **BCSL** Bilingual Community Service Liaison
- CAC Community Advisory Committee (Special Education)
- CALPADS California Longitudinal Pupil Achievement Data System
- CELDT- California English Language Development Test
- DELAC District English Learner Advisory Committee

## • LTEL – Long Term English Learner (EL for 6 or more years)

- ELAC English Learner Advisory Committee
- ELD English Language Development
- ELPAC English Learner Proficiency Assessment for California
- IEP- Individualized Education Program
- **PIQE** Parent Involvement for Quality Education
- PL Professional Learning
- 6 **PTA** Parent Teacher Association

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

То:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Mike Beekman, Executive Director, Safety and Student Services
Date:	October 11, 2017
Board Item:	Board Update on San Onofre Nuclear Generating Station and District Safety Process

#### **HISTORY**

In August of 1964 construction began on the San Onofre Nuclear Generating Station (SONGS). On January 1, 1968 Unit 1 a first generation Westinghouse pressurized water reactor was commissioned. Unit 2 was commissioned on August 8, 1983 and Unit 3 on April 1, 1984. Both, Unit 2 and 3 are combustion engineering two loop pressurized water reactors.

#### **BACKGROUND INFORMATION**

The plant's first unit, Unit 1, operated from 1968 to 1994. Unit 2 and Unit 3 had upgrade designs to the reactor units in 2009 and 2010 that were to last 20 years; however, both reactors had to be shut down in January 2012 due to premature wear. In June 2013 Southern California Edison announced permanent retirement of Unit 2 and Unit 3.

Below are the 4 emergency classification levels utilized by SONGS while the plant was operational.

- Unusual Event Potential degradation of plant safety. No offsite action required.
- Alert- Actual or potential degradation of plant safety.
- Site Area Emergency Actual or probable major failure of plant functions.
- General Emergency- Actual or imminent substantial plant damage.

#### **CURRENT CONSIDERATIONS**

The plant is currently in the initial stages of preparation to be decommissioned after being closed in 2013. Decommissioning SONGS will take numerous years until the process is complete.

Since the Yucca Mountain nuclear waste repository plan was terminated in 2008, nuclear waste will have to be stored on site in SONGS until Congress finds another location for a nuclear waste repository. SONG's nuclear waste is in steel-lined concrete pools known as wet storage. According to the Nuclear Regulatory Commission (NRC) nuclear waste must sit in these pools for about 5 years in order to cool. The waste must then be transferred into a more permanent, dry storage, consisting of 80 underground steel lined concrete monoliths.

SONGS has constructed the storage units and will begin moving the spent fuel into the containers on November 6, 2017. The canisters are five-eighths of an inch think compared to most canisters in the United States being half of an inch thick. These steel-lined concrete monoliths are reported to exceed California's earthquake requirements and Edison says they are designed to withstand fire and tsunamis.

The SONGS Emergency Classification Levels have been reduced since the plant is no longer operational. Currently there are 2 levels of classification, Unusual Event and Alert. Although the radiation exposure has significantly been diminished, the District still maintains a high state of readiness. Upon notification of an Alert, area schools will prepare for a possible pro-active relocation with the support of the District. Specific operational procedures will include:

- Notify Essential Staff
- Activate Emergency Operations Center and Hotline Center
- Arrange for Transportation for Staff and Students
- Send Support Staff to Site
- Send Advance Team to a Potential Reunification Center
- Send Mobile Command Unit to the reunification site
- Prepare communication networks
- Develop and send initial statement to parents; parents should be directed to the Reunification Center
- Send Public Information Officer to media area or Joint Information Center (JIC)
- Establish a Crisis Center for counseling
- Systematically transport students to the Reunification Center
- Student-Parent/Guardian Reunification

#### FINANCIAL IMPLICATIONS

The District receives \$15,000 - \$16,000 in Nuclear Power Preparedness Funds from Southern California Edison.

#### **STAFF RECOMMENDATION**

This is an information item only and no Board action is necessary.

PREPARED BY: Mike Beekman, Executive Director, Safety and Student Services

APPROVED BY: Susan Holliday, Associate Superintendent, Education Services

### Board Update on San Onofre Nuclear Generating Station (SONGS) and the District's Safety Process October 11, 2017



WIG 2 - Communications

Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

EXHIBIT 29 3 of 19

#### **HISTORY OF SONGS**

- August of 1964 Construction began on the San Onofre Nuclear Generating Station (SONGS).
- January 1, 1968 Unit 1 was commissioned.
- August 8, 1983 Unit 2 was commissioned.
- April 1, 1984 Unit 3 was commissioned.

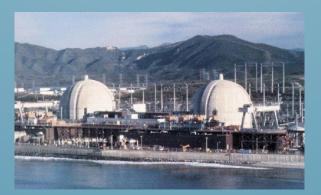


EXHIBIT 29 4 of 19

#### The San Onofre Nuclear Generating Station Emergency Planning Zone (EPZ)



**Original EPZ Plan** 

**EPZ Population- Approximately 185,000** 

CUSD Population- 17,129 5 of 19

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#### The San Onofre Nuclear Generating Station Emergency Planning Zone (EPZ)



Modified EPZ Plan

CUSD Population in Zone 4 - 9,117

CUSD Population in Zone 5 - 8,012

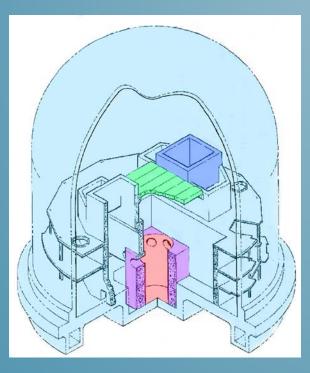
#### THE SAN ONOFRE NUCLEAR GENERATING STATION

#### Current Status:

- No Defined EPZ.
- Identified Exclusion Area Boundary



### SONGS EMERGENCY PLAN PRE-DECOMMISSIONING STAGES OF SONGS EMERGENCIES:

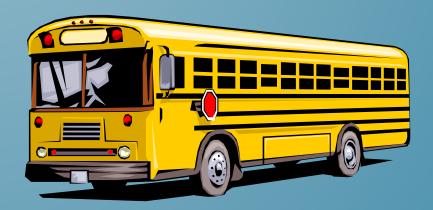


- Unusual Event -Potential degradation of plant safety. No offsite action required.
- Alert- Actual or potential degradation of plant safety.
- Site Area Emergency Actual or probable major failure of plant functions.
- General Emergency- Actual or imminent substantial plant damage.

EXHIBIT 29 8 of 19

### EMERGENCY RESPONSE PRIOR TO DECOMMISSIONING

- Evacuation of the EPZ
- Shelter in place
- Ingest Potassium Iodide
- \* Pro Active Relocation



### **BACKGROUND INFORMATION**

- Unit 1 was decommissioned in 1994.
- Unit 2 and Unit 3 had upgrade designs to the reactor units in 2009 and 2010.
- Both reactors are shut down in January 2012 due to the failure of the replacement steam generators.
- In June 2013, Southern California Edison announced permanent retirement of Unit 2 and Unit 3.

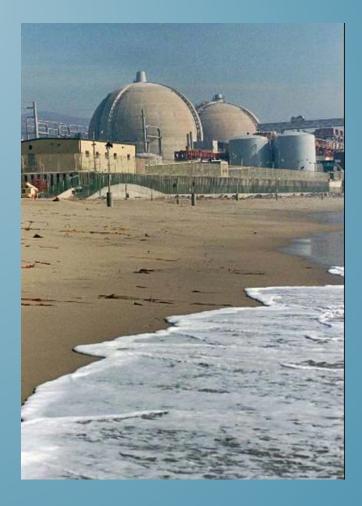


EXHIBIT 29 10 of 19

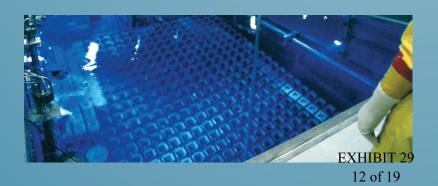
### **CURRENT CONSIDERATIONS**

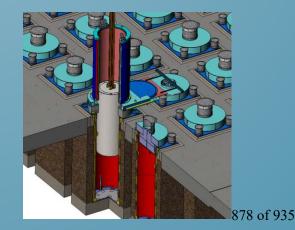
- The plant is currently in the initial stages of preparation to be decommissioned.
- Decommissioning SONGS will take numerous years until the process is complete.
- Since the Yucca Mountain nuclear waste repository plan was terminated in 2008, nuclear waste will have to be stored on site in San Onofre until Congress finds another location for a nuclear waste repository.



### WET STORAGE CONTAINMENT TO DRY STORAGE CONTAINERS

- SONGS nuclear waste is in steel-lined concrete pools known as wet storage.
- Used fuel storage pools are steel-lined concrete structures typically 40 feet deep, with the used fuel at least 20 feet below the surface.
- It then must be transferred into a more permanent, dry storage, consisting of 80 underground steel lined concrete monoliths.
- SONGS has constructed the storage units and will begin moving the spent fuel into the containers on November 6, 2017.





### COMPLETED PAD CONSTRUCTION



EXHIBIT 29 13 of 19

#### **Timeline for Storage**

**Used Fuel Readiness for Transportation** 

- Some fuel qualified for transport now
- Remaining fuel qualifies over time
- Per this chart, storage remains until 2030

	NOW	'18	'19	<b>'20</b>	'21	<b>'22</b>	'23	<b>'24</b>	'25	'26	<b>'2</b> 7	'28	'29	'30	TOTAL
Units 2/3 Dry	21	6	6												33
Unit 1 Dry		2					1					5		9	17
Units 2/3 Wet				67		2	2		1			1			73

Website: SONGS CorEXHIBITI29.com

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### SONGS EMERGENCY PLAN POST DECOMMISSIONING

Unusual Event -Potential degradation of plant safety. No offsite action required.

Alert-Actual or potential degradation of plant safety.

- Activation of Local Emergency Operation Centers (EOC's).
- There is no longer a Site Area Emergency Classification or General Emergency Classification.
- Elimination of the Potassium Iodine Program.



### **CUSD PROCEDURES AND TRAINING**

- Procedures and Drills-
  - Shelter-in Place
  - Evacuation
  - National Incident Management System
- EOC Exercises
- FEMA Graded Exercises and Dress Rehearsals





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### ACTIONS TO BE TAKEN BY THE SCHOOL DISTRICT

- Notify Essential Staff
- Activate EOC and Hotline Center
- Arrange for Transportation for Staff & Students
- Send Support Staff to Site
- Send Advance Team to a Potential Reunification Center



### ACTIONS TO BE TAKEN BY THE SCHOOL DISTRICT

- Send Mobile Command Unit to the reunification site
- Prepare communication networks
- Develop and send initial statement to parents; parents should be directed to the Reunification Center
- Send PIO to media area or Joint Information Center (JIC)
- Establish a Crisis Center for counseling
- Systematically transport students to the Reunification Center
- Student-Parent/Guardian reunification



EXHIBIT 29 18 of 19

### SONGS NUCLEAR POWER PREPARATION (NPP) FUNDING

- The District receives \$15,000 \$16,000 in Nuclear Power Preparedness Funds from Southern California Edison annually.
- Funding from SONGS NPP Funding has gone to equipping the District EOC and Mobile SOC.







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### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To: Board of Trustees

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

Date: October 11, 2017

Board Item: Establishing Esencia K-8 School Boundary and Associated Boundary Adjustments

### **HISTORY**

On November 6, 2013, the Board unanimously adopted Resolution No. 1314-25, which approved the following six agreements with RMV PA2:

- A school site funding agreement (which is commonly referred to as the "Mitigation Agreement");
- A joint-use agreement for the District and developer to share developer's multipurpose building, sports fields, community garden, and parking lots and the District's play fields and parking lots;
- A Deferral, Guaranty and Security Agreement to allow developer to postpone payments for high school facilities until certain conditions are met;
- A memorandum of the school site funding agreement;
- The Option Agreement to purchase the school site; and
- A joint-use option agreement to allow the District to purchase the developer's shared property upon certain conditions.

### **BACKGROUND INFORMATION**

The agreement, and having met the agreed upon triggers, called for the purchase of certain real property and the construction of a K-8 school now known as Esencia K-8 School.

### **CURRENT CONSIDERATIONS**

With construction of Esencia K-8 in progress and an expected opening date of August 2018, it is important to establish the official boundary for the new school and adjust any existing boundaries impacted by the new boundary prior to the opening of school in 2018. In addition, per Trustee direction, begin evaluating various high school projections for Esencia K-8 for the boundary to be determined at a future date.

Page 1 of 2 EXHIBIT 30 1 of 19

### FINANCIAL IMPLICATIONS

There are no financial impacts for this item

### **DATA**

The number of students who currently reside in the proposed Esencia Boundary as of September 2017 is:

### **Grade Student Count**

### **STAFF RECOMMENDATION**

It is recommended the Board approve the new Esencia boundary as depicted in the presentation to include the developments of Sendero, Esencia and Planning Area 3 of Rancho Mission Viejo and associated boundary adjustments to Las Flores Elementary School, Las Flores Middle School, Ambuehl Elementary School, Wagon Wheel Elementary School and Marco Forster Middle School as depicted in the presentation.

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







ESTABLISHING SCHOOL BOUNDARIES

October 11, 2017

# Esencia Boundary

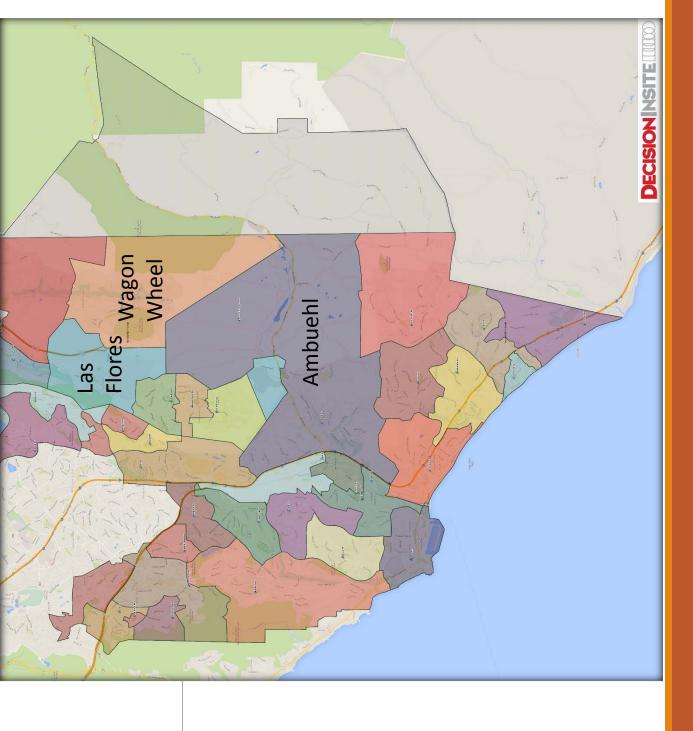
ESTABLISHING THE BOUNDARY AND ADJUSTING OTHER SCHOOL BOUNDARIES TO ACCOMMODATE NEW BOUNDARY

Establishing Esencia Boundary
<ul> <li>Esencia Boundary</li> <li>Refer to mitigation agreement</li> </ul>
Establish poundary based on students to be served from existing/planned development
Existing Schools
Adjust boundaries for existing schools to allow for new Esencia K-8 boundary
Schools include Ambuehl ES, Wagon Wheel ES, Las Flores ES, Las Flores MS and Marco Forster MS
Determine impacts on existing students, if any
<ul> <li>High School Attendance</li> </ul>
Review projections and determine next steps

EXHIBIT 30 Page 3 of 17

## Boundaries Elementary

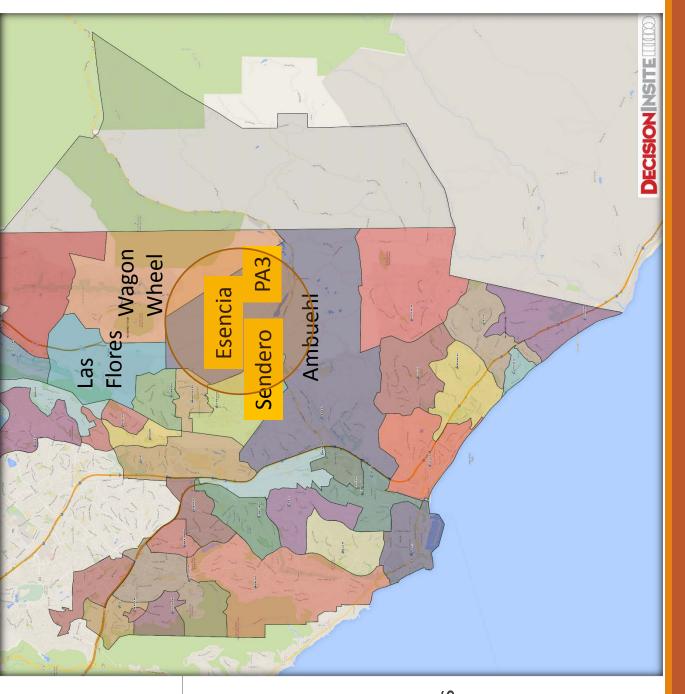
EXHIBIT 30 Page 4 of 17 6 of 19



Existing Elementary School Boundaries

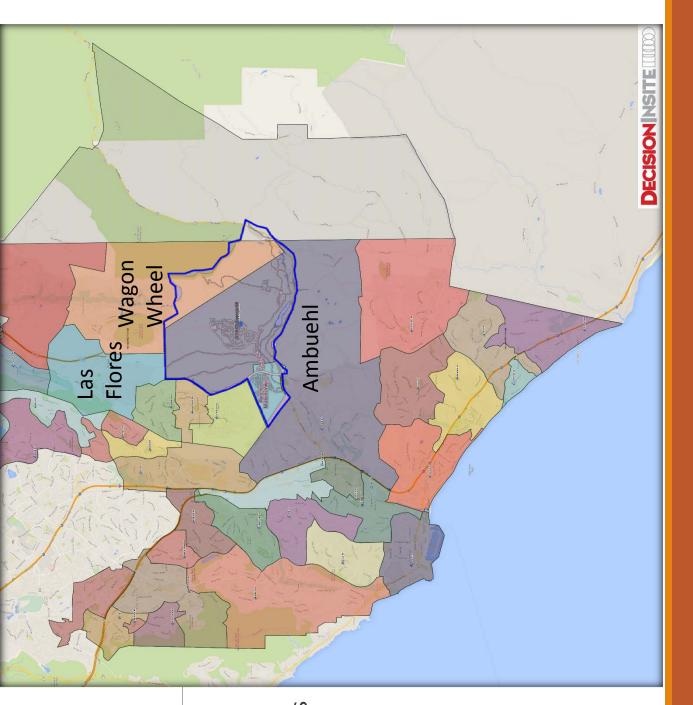
### Existing Elementary School Boundaries

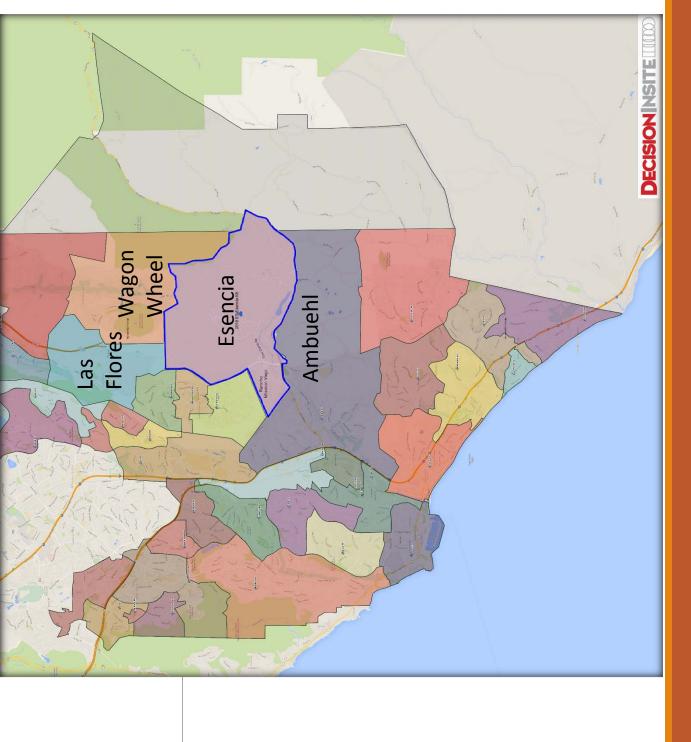
- Planning Area 1 (Sendero)
  - Planning Area 2 (Esencia)
- Planning Area 3 (Name TBD)
- These developments were established in portions of current boundaries for Ambuehl ES, Wagon Wheel ES, Las Flores ES, Las Flores MS and Marco Forster MS.
- Esencia is expected to accommodate students from development in PA3 on a temporary basis.



### Existing Elementary School Boundaries

- No students are in the area of Wagon Wheel boundary that would become Esencia boundary.
   It is currently open space known as Planning Area 3 of Rancho Mission Viejo
  - Students currently in the Ambuehl boundary or the temporary portion of Las Flores ES boundary that would become Esencia boundary are in households expecting to be in the Esencia boundary



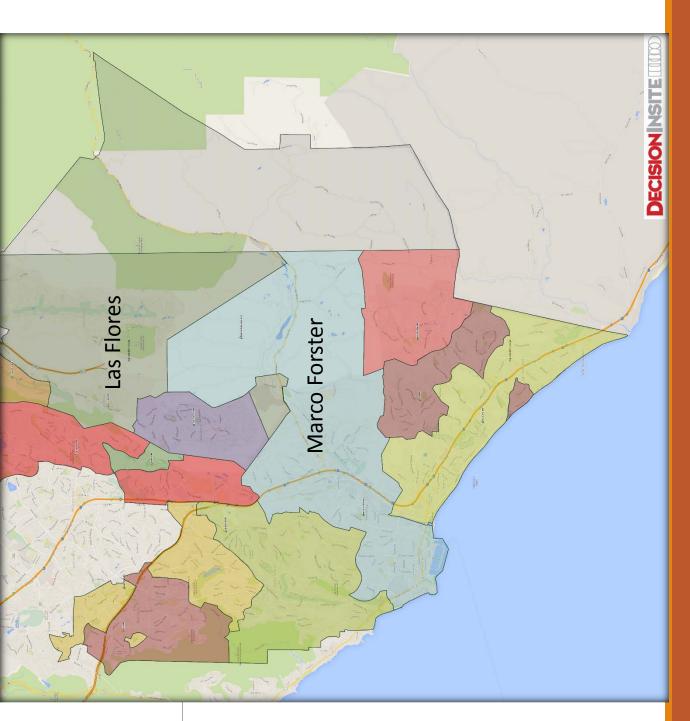


Proposed Elementary School Boundaries

## Middle Schoo Boundaries

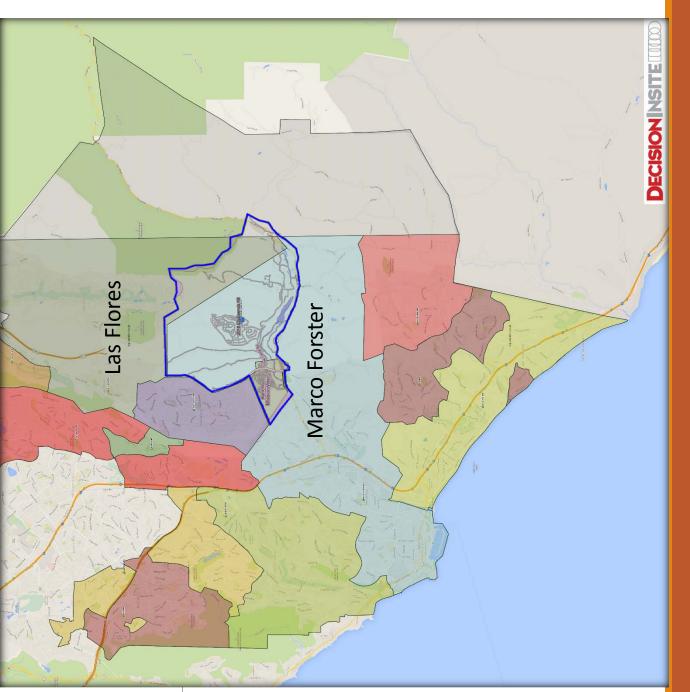
EXHIBIT 30 Page 9 of 17 FI of 19





## Existing Middle School Boundaries

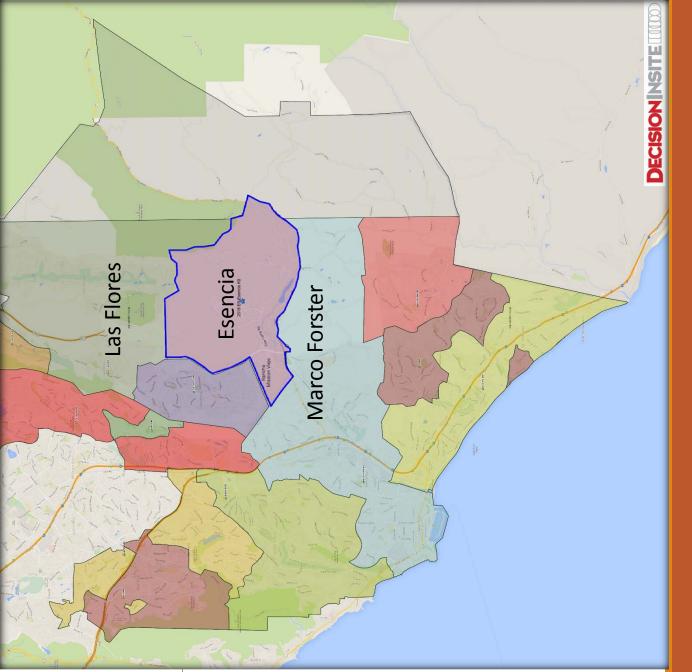
- No students are in the area of Las Flores MS boundary that would become Esencia boundary. It is currently open space known as Planning Area 3 of Rancho Mission Viejo
  - Students currently in the Marco Forster MS boundary or the temporary portion of Las Flores MS boundary that would become Esencia boundary are in households expecting to be in the Esencia boundary



## Proposed Middle School Boundaries



EXHIBIT 30 Page 12 of 17 14 of 19

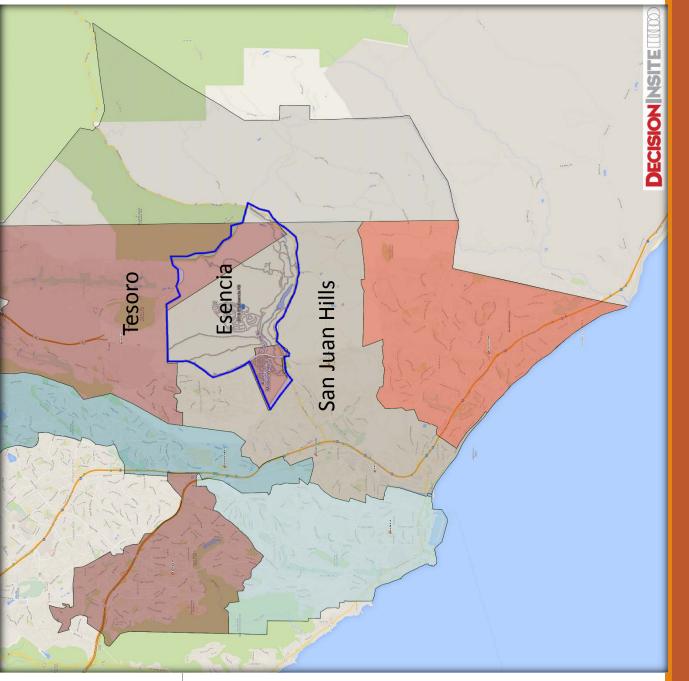


## Boundaries igh School

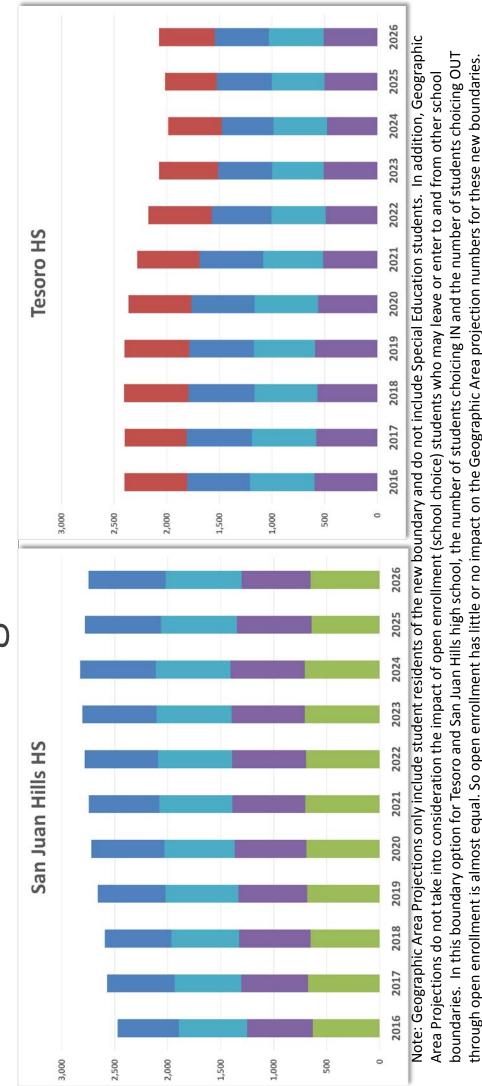
EXHIBIT 30 Page 13 of 17

### Current High School Boundary for Esencia

- Currently, Sendero is in the Tesoro HS boundary and the remainder is in San Juan Hills HS boundary
- This temporary boundary was established prior to the additional portables and the new 2-story classroom building that opened this year
- The Esencia neighborhood remained in the existing SJHHS boundary because no homes were being built in Esencia at that time







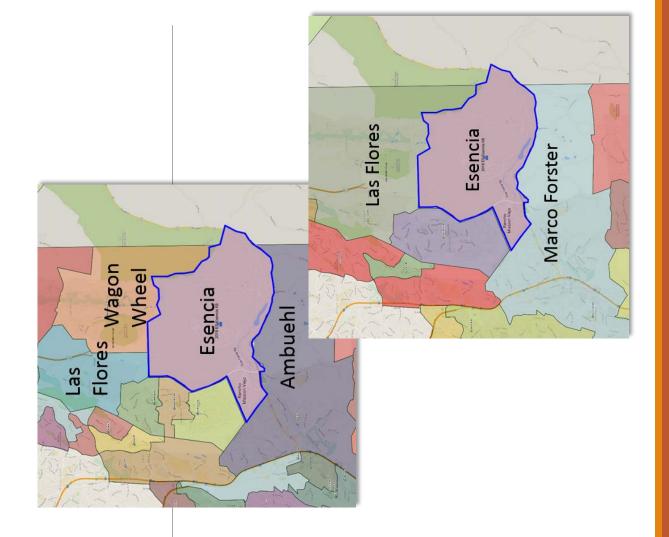
Fesoro shows about a net 60-80 student net choice in not reflected in this chart. Assumes all of Esencia K-8 attends Tesoro.

## Recommendation

Staff recommends approval:

Establish Esencia K-8 boundary as depicted

 Adjust Ambuehl ES, Wagon Wheel ES, Las Flores ES, Las Flores MS and Marco Forster MS boundaries as depicted to accommodate the new Esencia K-8 boundary.



## Questions?



### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services
Date:	October 11, 2017
Board Item:	Recommendation of Tentative Agreement with Teamsters, for July 1, 2016 – June 30, 2018

### **HISTORY**

This is a standing item that is presented to the Board of Trustees on an as needed basis.

### **BACKGROUND INFORMATION**

In 1975, the California Legislature enacted the Education Employment Relations Act (EERA). The EERA establishes a system of labor relations for employees employed by school districts.

The purpose of the EERA is to promote the improvement of personnel management and employer-employee relations within the public school systems of the State of California by providing a uniform basis for recognizing the right of public school employees to join organizations of their own choice, to be represented by such organizations in their professional and employment relationships with public school employees, to select one employee organization as the exclusive representative of the employees in an appropriate unit, and to afford certificated employees a voice in the formulation of educational policy.

The EERA provides that a public school employer or such representatives as it may designate shall meet and negotiate with and only with representatives of employee organizations selected as exclusive representatives of appropriate units upon request with regard to matters within the scope of representative.

### **CURRENT CONSIDERATIONS**

This agenda item presents for Board consideration the approval of the Tentative Agreement with Teamsters, Local 952, for July 1, 2016 – June 30, 2018.

### FINANCIAL IMPLICATIONS

The total fiscal impact of this agreement is approximately \$287,500 in 2017-2018, \$130,000 in 2018-2019 and \$102,000 ongoing thereafter.

### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees approve the Tentative Agreement with Teamsters, Local 952, for July 1, 2016 – June 30, 2018.

Page 1 of 2 EXHIBIT 31 1 of 19 **PREPARED BY:** Gordon Amerson, Ed.D., Associate Superintendent, Human Resource Services

Page 2 of 2 EXHIBIT 31 2 of 19

### Tentative Agreement Between Capistrano Unified School District and Teamsters Local 952

### Article 1 - <u>Agreement</u>

1.1 This agreement is made and entered into this tenththirty-first day of February 2016August 2017 by and between the Capistrano Unified School District, hereinafter referred to as "District", and General Truck Drivers, Office, Food & Warehouse Union, Teamsters Local 952, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union".

This concludes negotiations and closes the contract between Teamsters and Capistrano Unified School District for 2015-20162016-2017. The duration of the agreement shall be for three two years, expiring on June 30, 2018.

### Article 11 - Wages

11.1 The pay schedule as stipulated in the Appendix A shall be increased by  $\frac{4\%1.5\%}{1.5\%}$  retroactive to July 1,  $\frac{2015.2016}{2016}$ .

### Article 12 - Health and Welfare Benefits

12.1 As of January 1, 20162017, the District shall pay on behalf of unit members employed full time, payments for medical, dental, vision and life insurance benefits approved by the Board of Trustees up to a maximum as follows:

a. Medical Coverage

HMO Medical Plans

The District shall pay the actual cost of insurance for full-time employees and their dependents who participate in the HMO medical plans up to the following rates per tier:

Employee only\$Employee + One\$Employee + Two or more\$

\$5,220.00<u>\$5,544.00</u> \$10,716.00<u>\$11,352.00</u> \$15,204.00\$16,080.00

POS/PPO Medical Plans

The District shall pay the actual cost of insurance for full-time employees and their dependents who participate in the POS/PPO medical plans up to the following rates per tier:

Employee only	\$6,323.40
Employee + One	\$13,038.00

Employee + Two or more \$18,522.70

b. Dental Coverage

HMO Dental Plan

The District shall pay the premiums for employees and their dependents who participate in the Cigna HMO Dental Plan up to the following rates by tier:

Employee Only	\$218.00
Employee + One	\$442.10
Employee + Two or more	\$650.00

PPO/Traditional Dental Plan

The District shall pay the premiums for employees and their dependents who participate in the PPO Dental Plan up to the following rates by tier:

Employee Only	\$ 587.30
Employee + One	\$1,274.50
Employee + Two or more	\$1,732.70

The District contributions for the life, dental and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision or dental plan and tier of coverage (e.g. employee only, employee plus one dependent or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

c. Vision

The District shall contribute annually to the VSP (Vision) plan on behalf of its full-time employee as follows:

Employee Only	\$125.20
Employee + One	\$240.50
Employee + Two or More	\$362.50

12.1.1 Same maximum shall apply for Plan Year 2018. Thereafter, District contribution reverts to Plan Year 2016 levels.

<u>12.1.112.1.2</u> Life insurance benefits for benefit eligible employees will be \$30,000.00.

### Article 23 - Meet and Negotiate

- 23.2 Notwithstanding the provisions of section 23.1 above, each party to the agreement shall have the right to reopen Wages (Article 11) Health and Welfare Benefits (Article 12) and two additional articles for 2016-2017 and 2017-2018 by providing written notice to the other party. If the parties mutually agree, additional articles of the agreement may be opened at any time parties agree to not reopen any articles during the 2017-2018 school year.
- 23.3 This agreement shall be effective July 1, 20152016, and shall remain in full force and effect through June 30, 2018.

For 2017-2018 only:

Early retirement incentive for 2017-2018, for retirement effective June 30, 2018, subject to participation of sufficient number of unit members (as determined by District), District may work with Consultant to study and implement plan that results in a savings to District. Terms to be reduced to MOU post conclusion of negotiations and post results from Consultant.

If CSEA and CUEA receives an on-going salary schedule increase and/or a one time off schedule bonus the District will provide a comparable adjustment.

For The District:

Gordon Amerson, Ed.D. Associate Superintendent Human Resource Services

Date:

For the Association:

Grant Maertz Business Representative

Date: \_ 9-15-17

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

Memorandum of Understanding Between Capistrano Unified School District and the General Truck Drivers, Office, Food &Warehouse Union Teamsters Local 952

September 5, 2017

### **Shift Differential**

Article 3.5.1 has been updated to reflect the following language (new language italicized):

An employee in the bargaining unit whose assigned work shift begins at 3:00 P.M., or begins at 5:45 A.M. or earlier, shall be paid a shift differential premium of thirty-nine cents (.39) per hour in addition to the regular rate of pay for all hours worked. The regular rate of pay for all purposes of an employee assigned to a shift which provides differential compensation shall be the differential rate (base rate plus .39 cents per hour). including sick leave, vacation, holiday pay, workers compensation and overtime.

For Teamsters Local 952:

Grant Maertz Teamsters 952 Business Representative

9-15-1

Date

For the District:

Gordon Amerson, Ed.D. Associate Superintendent Human Resource Services

Date

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

Memorandum of Understanding Between Capistrano Unified School District and the General Truck Drivers, Office, Food &Warehouse Union Teamsters Local 952

June 27, 2017

### **Uniform Provision Cost**

Article 18.9.3 has been updated to reflect the following language:

The cost of the shirts that employees are required to wear shall be borne by the District, not to exceed \$150.00 per employee, per fiscal year. In the event an employee presents uniform shirts from the prior year determined by management to be in good condition and serviceable for the upcoming school year, the employee may utilize a portion of the \$150 allowance towards a uniform sweater or jacket.

For Teamsters Local 952:

In

Grant Maertz Teamsters 952 Business Representative

8-11-1

Date

Lima Omar Labor Representative

8-11-17

Date

For the District:

Gordon Amerson, Ed.D. Associate Superintendent Human Resource Services

Date

Robert Miller Executive Director Human Resource Services

Date

### TEAMSTERS LOCAL 952 CAPISTRANO UNIFIED SCHOOL DISTRICT 2017 - 2018

### Reflective of Tentative Agreement Reached August 31, 2017

SERIES	RANGE
School Bus Driver	28
Delegated Behind The Wheel Trainer* Lead School Bus Driver	30
School Bus Driver Route Specialist	<u>32</u>
School Bus Inspector/Serviceperson	32
Transportation Dispatcher	32
State Certified Instructor	34
Automotive Mechanic	36
Heavy Duty Mechanic	38
Vehicle Maintenance Lead	39

\* Delegated Behind the Wheel Trainers are School Bus Drivers who provide behind the wheel training for licensed drivers and are paid at this range during actual training time *and at Range 29 for driving time.* 

### Orange County Department of Education District Fiscal Services

### PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

School District - Bargaining Unit: Capistrano Unified School District - Teamsters Local 952								
Certificated, Classified, Other:	Classified							
The proposed agreement covers the pe	eriod beginning:	July 1, 2016	and ending:	June 30, 2018				
		(date)		(date)				
The Governing Board will act upon th	is agreement on:	October 11, 2017						
		(date)						

### A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to	Fiscal Impact of Proposed Agreement							
		Proposed Agreement 2017-18	Year 1 Increase/(Decrease) 2017-18	Year 2 Increase/(Decrease) 2018-19	Year 3 Increase/(Decrease) 2019-20					
1	Salary Schedule	\$ 5,331,086 above amt. includes other compensation	\$ 159,933	\$ (79,966)	\$-					
			3.00%	-1.50%	0.00%					
	<b>Step and Column</b> Increase (Decrease) Due to movement plus any changes due to settlement	\$ 106,622	\$ 3,199	\$ (1,599)	\$ -					
			3.00%	-1.50%	0.00%					
3	Other Compensation -	\$ -	\$ -	\$ -	\$ -					
	Description of other compensation:		0.00%	0.00%	0.00%					
4	<b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 1,400,264	\$ 42,008	\$ (21,004)	\$ -					
			3.00%	-1.50%	0.00%					
5	Health/Welfare Plans	\$ 1,177,092	\$ 82,416	\$ (54,944)	\$ (27,472)					
			0.70%	-0.47%	-0.23%					
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 8,015,064	\$ 287,555	\$ (157,514)	\$ (27,472)					
	<b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	102.00	0	0	0					
8	Total Compensation <u>Average</u> Cost per Employee	\$ 78,579	\$ -	\$ -	\$ -					

Public Disclosure of Proposed Collective Bargaining Agreement Page 2

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Effective July 1, 2016, increase salary schedule by 1.5% ongoing. Increase to the health and welfare cap equivalent to 0.67% for the 2017 and 2018 calendar years only.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits' Yes X No

If yes, please describe the cap amount.

HMO caps are Employee only \$5,220, Employee plus one \$10,716, Employee plus two or more \$15,204 PPO caps are \$6,323.00, Employee plus one \$13,038 and Employee plus two or more \$18,523

**B.** Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

**C.** What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.) Public Disclosure of Proposed Collective Bargaining Agreement Page 3

- **D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language. None.
- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

**G.** Source of Funding for Proposed Agreement 1. Current Year

General fund revenues.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Ongoing and one time general fund revenues support this cost.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

General fund revenues

### H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:	Column 1		Column 2		Column 3		Column 4	
	A Be	Latest Board- pproved Budget efore Settlement As of 9/13/17 )		adjustments as a sult of Settlement	0	ther Revisions		al Current Budget
REVENUES								
LCFF Sources (8010-8099)	\$	385,131,884	\$	-			\$	385,131,884
Remaining Revenues (8100-8799)	\$	85,453,455	\$	-			\$	85,453,455
TOTAL REVENUES	\$	470,585,339	\$	-	\$	-	\$	470,585,339
EXPENDITURES								
Certificated Salaries (1000-1999)	\$	214,498,795	\$	-	\$	-	\$	214,498,795
Classified Salaries (2000-2999)	\$	68,174,112	\$	163,131	\$	-	\$	68,337,243
Employee Benefits (3000-3999)	\$	114,889,402	\$	124,424	\$	-	\$	115,013,826
Books and Supplies (4000-4999)	\$	21,434,108	\$	-			\$	21,434,108
Services, Other Operating Expenses (5000-5999)	\$	45,037,030	\$	-			\$	45,037,030
Capital Outlay (6000-6599)	\$	8,769,495	\$	-			\$	8,769,495
Other Outgo (7100-7299) (7400-7499)	\$	14,243,233	\$	-			\$	14,243,233
Direct Support/Indirect Cost (7300-7399)	\$	(538,823)	\$	-			\$	(538,823)
Other Adjustments								
TOTAL EXPENDITURES	\$	486,507,352	\$	287,555	\$	-	\$	486,794,907
OPERATING SURPLUS (DEFICIT)	\$	(15,922,013)	\$	(287,555)	\$	-	\$	(16,209,568)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$	-	\$	-	\$		\$	-
TRANSFERS OUT & OTHER USES (7610-7699)	\$	-	\$	-	\$	-	\$	-
CONTRIBUTIONS (8980-8999)	\$	-	\$	-			\$	-
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$	(15,922,013)	\$	<b>*</b> (287,555)	\$	-	\$	(16,209,568)
BEGINNING BALANCE	\$	74,740,855					\$	74,740,855
Prior-Year Adjustments/Restatements (9793/9795)	\$	-					\$	-
CURRENT-YEAR ENDING BALANCE	\$	58,818,842	\$	(287,555)	\$	-	\$	58,531,287
COMPONENTS OF ENDING BALANCE:								
Nonspendable Reserves (9711-9719)	\$	325,000	\$	-	\$	-	\$	325,000
Restricted Reserves (9740)	\$	2,896,412	\$	-	\$	-	\$	2,896,412
Stabilization Arrangements (9750)	\$	-	\$	-	\$	-	\$	-
Other Commitments (9760)	\$	-	\$	-	\$	-	\$	-
Other Assignments (9780)	\$	9,432,133	\$	-	\$	-	\$	9,432,133
Reserve for Economic Uncertainties (9789)	\$	16,800,000	\$	-	<u> </u>		\$	16,800,000
Unassigned/Unappropriated (9790)	\$	29,365,297	\$	(287,555)	\$	-	\$	29,077,742

### **General Fund**

\* Please see question on page 7.

## I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Uni	t:	Combined General Fund Teamsters Local 952					
		2017-18	1	2018-19		2019-20	
		al Current Budget		t Subsequent Year After Settlement		nd Subsequent Year After Settlement	
REVENUES							
Revenue Limit Sources (8010-8099)	\$	385,131,884	\$	388,994,455	\$	392,028,020	
Remaining Revenues (8100-8799)	\$	85,453,455	\$	85,103,175	\$	79,056,164	
TOTAL REVENUES	\$	470,585,339	\$	474,097,630	\$	471,084,184	
EXPENDITURES							
Certificated Salaries (1000-1999)	\$	214,498,795	\$	213,600,834	\$	215,332,914	
Classified Salaries (2000-2999)	\$	68,337,243	\$	69,921,285	\$	71,328,115	
Employee Benefits (3000-3999)	\$	115,013,826	\$	121,142,964	\$	128,127,358	
Books and Supplies (4000-4999)	\$	21,434,108	\$	17,458,542	\$	10,414,985	
Services, Other Operating Expenses (5000-5999)	\$	45,037,030	\$	44,505,831	\$	41,479,935	
Capital Outlay (6000-6999)	\$	8,769,495	\$	2,889,479	\$	739,479	
Other Outgo (7100-7299) (7400-7499)	\$	14,243,233	\$	14,354,365	\$	13,204,444	
Direct Support/Indirect Cost (7300-7399)	\$	(538,823)	\$	(538,823)	\$	(538,823)	
Other Adjustments			\$	-	\$	-	
TOTAL EXPENDITURES	\$	486,794,907	\$	483,334,477	\$	480,088,407	
OPERATING SURPLUS (DEFICIT)	\$	(16,209,568)	\$	(9,236,847)	\$	(9,004,223)	
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$	-	\$	-	\$	-	
TRANSFERS OUT & OTHER USES (7610-7699)	\$	-	\$	-	\$	-	
CURRENT YEAR INCREASE (DECREASE) IN FUND							
BALANCE	\$	(16,209,568)	\$	(9,236,847)	\$	(9,004,223)	
BEGINNING BALANCE	\$	74,740,855	\$	58,531,287	\$	49,294,440	
CURRENT-YEAR ENDING BALANCE	\$	58,531,287	\$	49,294,440	\$	40,290,217	
COMPONENTS OF ENDING BALANCE:	+	,	·	,,	-	,_,,	
Nonspendable Reserves (9711-9719)	\$	325,000	\$	325,000	\$	325,000	
Restricted Reserves (9740)	\$	2,896,412	\$	-	\$	-	
Stabilization Arrangements (9750)	\$	_,0,0,11	\$	-	\$	_	
Other Commitments (9760)	\$	-	\$	-	\$	-	
Other Assignments (9780)	\$	9,432,133	\$	2,000,000	\$	2,000,000	
Reserve for Economic Uncertainties (9789)	\$	16,800,000	\$	18,100,000	\$	19,200,000	
Unassigned/Unappropriated (9790)	\$	29,077,742	\$	28,869,440	\$	18,765,217	
	Ψ	27,011,172	Ψ	20,007,++0	Ψ	10,703,217	

# J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

			2017-18		2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	486,794,907	\$	483,334,477	\$ 480,088,407
	State Standard Minimum Reserve Percentage for this District is 2%	Ŧ	2.00%	- <del>-</del>	2.00%	 2.00%
	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$	9,735,898	\$	9,666,690	\$ 9,601,768

## 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	General Fund Budgeted Unrestricted Reserve for			
a.	Economic Uncertainties (9789)	\$ 16,800,000	\$ 18,100,000	\$ 19,200,000
	General Fund Budgeted Unrestricted			
b.	Unassigned/Unappropriated Amount (9790)	\$ 29,077,742	\$ 28,869,440	\$ 18,765,217
	Special Reserve Fund (Fund 17) Budgeted Reserve			
c.	for Economic Uncertainties (9789)	\$	\$	\$
	Special Reserve Fund (Fund 17) Budgeted			
d.	Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 45,877,742	\$ 46,969,440	\$ 37,965,217
h.	Reserve for Economic Uncertainties Percentage	9.42%	9.72%	7.91%

## 3. Do unrestricted reserves meet the state minimum reserve amount?

2017-18	Yes	X	No	
2018-19	Yes	Χ	No	
2019-20	Yes	X	No	

4. If no, how do you plan to restore your reserves?

Public Disclosure of Proposed Collective Bargaining Agreement Page 7

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

# K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Teamsters Local 952 Bargaining Unit, during the term of the agreement from July 01, 2016 to June 30, 2018

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	287,556.00
Ending Balance Increase (Decrease)	(287,556.00)
(No budget revisions necessary - included in revised budget)	11-Oct-17
District Superintendent (Signature)	Date
	11-Oct-17

## L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee) (Signature) Date

President or Clerk of Governing Board (Signature) Date

Philippa Townsend, Assistant Superintendent, Fiscal Services Contact Person 949-234-9316

Phone



September 28, 2017

33122 Valle Road

Martha McNicholas, Board President Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

Kirsten M. Vital, District Superintendent

Capistrano Unified School District

San Juan Capistrano, CA 92675

#### 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

## Re: Disclosure of Collective Bargaining Agreement – Teamsters Local 952

Dear Ms. McNicholas and Ms. Vital:

AL MIJARES, Ph.D. County Superintendent of Schools

#### ORANGE COUNTY BOARD OF EDUCATION

JOHN W. BEDELL, PH.D. DAVID L. BOYD REBECCA "BECKIE" GOMEZ LINDA LINDHOLM KEN L. WILLIAMS. D.O.

Thank you for the submission of the disclosure of collective bargaining agreement for the Teamsters Local 952 bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2016 through June 30, 2018. The District and the Teamsters have agreed to a 1.5% increase on the salary schedule, effective July 1, 2016.

In addition, effective January 1, 2017, the District has agreed to the following Health and Welfare caps per benefit year, for full-time employees and their dependents:

	Employee	Employee plus	Employee plus
	only	one	two or more
HMO Medical Plans	\$5,544	\$11,352	\$16,080
POS/PPO Medical Plans	\$6,323	\$13,038	\$18,523

The new rates equate to a 0.67% increase. Article 12.1.1 states that the same maximum shall apply for Plan Year 2018. Thereafter, District contribution reverts to Plan Year 2016 levels.

The fiscal impact of the proposed agreement results in an expenditure increase of \$0.30 million in the 2017-18 school year, of which \$0.10 million is ongoing.

Ms. Martha McNicholas Ms. Kirsten M. Vital September 28, 2017 Page 2 of 2

For the 2017-18 school year, if CSEA and CUEA receive an on-going salary schedule increase and/or a one-time off-schedule bonus, the District will provide a comparable adjustment.

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,

Du Wo

Dean West, CPA Associate Superintendent, Business Services

cc: Clark Hampton, Deputy Superintendent, Business and Support Services Philippa Townsend, Assistant Superintendent, Fiscal Services

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent, Education Services Joshua Hill, Assistant Superintendent, Secondary Education
Date:	October 11, 2017
Board Item:	First 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 <u>K-12</u> 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 <u>four</u> independent study assignments, <u>he/she will be</u> 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

<u>CODE OF REGULATIONS TITLE 5</u> 11700 Definitions (independent study) 11701 District Responsibilities 11702 Standards for independent study; agreements 11703 Records

<u>Management Resources:</u> 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

То:	Board of Trustees
From: Prepared by:	Susan Holliday, Associate Superintendent of Education Services Debra Carrillo, Director of Student Support Programs
Date:	October 11, 2017
Board Item:	Instructional Materials Recommended for Adoption: Elementary English Language Development, Grade 4-5

## **BACKGROUND INFORMATION**

The District recently adopted new English language arts (ELA)/English language development (ELD) curriculum for grades K-5. Two publishers were selected, McGraw Hill/Wonders for K-3 and Benchmark Advance for grades 4 and 5. McGraw Hill/Wonders provides supplemental Newcomer materials online to support English learners (EL) at the very beginning level of English language acquisition. Benchmark Advance does not provide newcomer support materials; therefore supplemental materials are being recommended to support newcomer students in grades 4 and 5.

## **CURRENT CONSIDERATIONS**

In the 2016-2017 school year, there were 30 newcomer students in grades 4 and 5. It is reasonable to anticipate the enrollment of a similar number of students. These supplemental materials are designed to support teachers in providing newcomer students with basic language skills. *In the U.S.A.* is a supplemental title by publisher McGraw Hill/Wonders to support newcomer students in grades 4 and 5.

## FINANCIAL IMPLICATIONS

Approximate one time cost for materials are \$14,000, paid with Title III funds.

#### **STAFF RECOMMENDATION**

Following discussion, it is recommended the Board of Trustees approve the adoption of *In the* U.S.A. as a supplemental title for elementary English Language Development, grade 4-5: National Geographic Learning/Cengage ©2011.

## **PREPARED BY:** Debra Carrillo, Director of Student Support Programs

APPROVED BY: Susan Holliday, Associate Superintendent of Education Services

## CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

October 11, 2017

# INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: ELEMENTARY ENGLISH LANGUAGE DEVELOPMENT, GRADE 4-5:

Exhibit: Supplemental Materials are available to review, upon request, in the IMRC.

#### CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD REPORT

To:	Board of Trustees
From:	Clark Hampton, Deputy Superintendent, Business and Support Services
Date:	October 11, 2017
Board Item:	First 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 management 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 management policy and that each financing is consistent with the debt management 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 management policy under consideration is the sample debt management 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**

Following discussion, 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, leasepurchase 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 will administer the investment of debt proceeds, with the advice of the county treasurer.
- 5. The chief business official will oversee the expenditure of the debt proceeds and ensure that the debt payments are made on time.
- 6. The chief business official 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 will take into consideration the District's internal control procedures, and consult with the District's external auditor regarding fiscal controls needed 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 a recommended process for determining which professionals are needed, how they will be identified (e.g., request for proposal, or bid), and how their contracts will be developed before 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:

<u>EDUCATION CODE</u> <u>15140–15150 Issuance and Sale of Bonds</u> <u>41000–41003.3 Moneys Received by School Districts</u> <u>41010–41023 Accounting Regulations, Budget Controls and Audits</u>

<u>GOVERNMENT CODE</u> <u>16430–16495.5 Investments</u> <u>53600–53610 Investment of Surplus</u> <u>Senate Bill 1029 — approved by the Governor on September 12, 2016; amends Government Code § 8855</u>

Probate Codes 16045–16054 Uniform Prudent Investor Act

Public Contracts Code 20110–20118.4 School Districts

Other:

<u>GFOA best practice — Debt Management Policy, dated October 2012 (http://www.gfoa.org/ debt-management-policy)</u> <u>GFOA debt management documents and resources at http://www.gfoa.org/topic-areas/debt-management</u>

Policy adopted: October 11, 2017

#### CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California